

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution for Adoption of Order Establishing Policy and Rates for Water and Sewer Service

The Board of Directors (“Board”) of River Plantation Municipal Utility District (the “District”) met at the Board’s regular meeting place on February 23, 2023 with a quorum of directors present, as follows:

Julie Gilmer, President
Timothy Goodman, Vice President
Betty Brown, Secretary
Karl Sakocius, Assistant Secretary
Thomas Vandever, Treasurer

and the following directors absent:

None

when the following business was transacted:

The order set out below was introduced for consideration of the board. It was duly moved and seconded that said order be adopted; and, after due discussion, said motion carried by the following vote:

Ayes: All directors present.
Noes: None.

The order thus adopted is as follows:

Any order and amendments thereto, heretofore adopted by the board of directors, providing for policy or rates for water and sewer service for customers within the District, is hereby revoked upon the effective date of this order.

The order hereinafter set forth shall become effective on February 24, 2023.

**ORDER ESTABLISHING POLICY AND RATES
FOR WATER AND SEWER SERVICE**

ARTICLE I

General Provisions

Section 1.1. Definitions

For purposes of this order, the following words or terms shall have the following meanings:

a) “Commercial Consumers” shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public; schools; and any and all establishments not generally considered a single-family residence, nor a church nor non-profit entity.

b) “Community Consumer” shall mean those Consumers which, through the procedures described in Section 2.9 of this Order, the District shall determine are not commercial or residential; but which represent characteristics of community benefit. Community Consumers shall include, but shall not be limited to, homeowner associations.

c) “Consumer” shall mean the occupant of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.

d) “Delinquent bill” shall mean a bill for water and/or sewer service which has not been paid within fifteen (15) days after the date of the bill for the preceding month’s service.

e) “Extreme Weather Emergency” shall mean a period beginning when the previous day's highest temperature within the boundaries of the District did not exceed 28 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for the area within the boundaries of the District. For purposes of this definition, an Extreme Weather Emergency is over on the second business day the temperature within the boundaries of the District exceeds 28 degrees Fahrenheit.

f) “Fees and Rates Schedule” shall mean the Water and Sewer Service Fees and Rates, approved by order of the board of directors for the District on December 14, 2022, which may be amended from time to time.

g) “Grease Trap” shall mean a facility connected to the Consumer’s sanitary sewer

line in a manner and form approved by the District's operator, which is designed to trap grease, oil, or other harmful residue prior to discharge into the District's waste treatment collection line.

h) "Nontaxable Entity" shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.

i) "Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the plants and lines of the District's system.

j) "Owner" shall mean the record title owner of a residential, commercial, or industrial structure within the District, whether an individual, partnership or corporation.

k) "Residential connection" or "Residential Consumer" shall mean and include any single-family residence, townhouse, or multiplex (other than apartments), when such is separately metered.

l) "Separate connection" shall mean each residential unit occupied by a separate family or person, including separate apartments and townhouses within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

m) "System" as used herein shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

n) "Unacceptable plumbing practices" shall mean practices not accepted by or which are in violation of the Southern Standard Plumbing Code, the Uniform Plumbing Code or the National Standard Plumbing Code.

o) "Unauthorized Usage" shall mean the intentional or unintentional receiving of water and/or sewer service from the District without making prior application, as required herein; or the reestablishment of water or sewer service by someone other than a duly authorized District representative.

Section 1.2. Consumers not entitled to specific quantity or pressure of water

Water Consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that District is only to furnish a connection with its water system and is in no case to be liable for failure or refusal to furnish water or any particular amount or pressure of water.

Section 1.3. Water connections generally

No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock, or other fixture connected with the service-water pipe.

Section 1.4. Unauthorized practices

a) Potable water-supply piping, water discharge outlets, backflow-prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.

b) The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water. All water Consumers shall allow their property to be inspected for possible cross-connections and other Unacceptable Plumbing Practices. The District shall notify the Consumer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during an initial inspection or any periodic reinspection. The Consumer shall immediately correct any unacceptable plumbing practice on its premises.

c) Continuous efforts shall be made by the District to locate unauthorized connections or taps, possible interconnections between privately owned water systems and the public water system, and other Unacceptable Plumbing Practices. As Unacceptable Plumbing Practices are located, they shall be eliminated so as to prevent possible contamination of the water supplied by the District.

d) The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code § 290.47 (f), or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Consumers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 Texas Administrative Code § 290.44 (h). The District is not required to

follow the provisions of Section 2.3 when terminating water service under this Section 1.4d).

e) The District may invoke the procedure described in Section 2.3 of this Order to discontinue water service to a Consumer in the event such Consumer either (1) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the Board, to correct or remove any unauthorized connection, tap, plumbing or other condition found to be contributing to or causing contamination of the District's water supply.

f) All tampering with District meters, taps or other District facilities, Unauthorized Usage of water or sewer service, and illegal discharges into the District's sanitary or storm sewer systems are prohibited. In addition to any of the foregoing, the District may bill and collect from any Consumer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5 Plumbing restrictions

The following Unacceptable Plumbing Practices are prohibited by State regulations and the District:

a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with Commission regulations.

b) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an approved air-gap or a reduced pressure principle backflow prevention device.

c) No connection which allows water used for condensing, cooling or industrial processes back to the public water supply is permitted.

d) No pipe or pipe fitting which contains more than 8.00% lead is permitted in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.

e) Plumbing installed after January 4, 2014 must bear the expected label indicating $\leq 0.25\%$ lead content.

f) No solder or flux which contains more than 0.2% lead is permitted in private

water distribution facilities installed on or after July 1, 1988.

g) No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.

h) To ensure that neither cross-connections nor other Unacceptable Plumbing Practices are permitted, each new Consumer and each Consumer whose service has been suspended or terminated and is proposed for reconnection must sign a copy of the Service Agreement attached hereto as Exhibit "A" prior to commencement of service by the District.

Section 1.6 Plumbing material restrictions; Customer Service Inspection Certifications

No new connections to the District's water system (except manufactured homes) shall be made unless (a) a customer service inspection has been made by a qualified inspector and (b) a Customer Service Inspection Certification in the form attached hereto as Exhibit "B" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that cross-connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District Operator shall perform all customer service inspections, with the following exception: if the Operator is unable to perform such inspection within a reasonable time of a builder's request for an inspection, then the District shall authorize any other person meeting the requirements of 30 Texas Administrative Code §290.46(j)(1) to perform the customer service inspection certifications. Such person shall deliver to the District Operator the completed Customer Service Inspection Certification. The District shall retain all properly completed certifications on file for a minimum of ten (10) years. The Consumer shall be charged the District's actual costs incurred for each customer service inspection.

If a customer service inspection is made at the District's direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Customer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until the District has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private

plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

Section 1.7 Backflow Prevention Devices

a) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.3 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all expenses relating thereto.

b) All backflow prevention assemblies that are required according to 30 Texas Administrative Code §§ 290.44 (h) and 290.47 (f) shall be tested upon installation by a recognized backflow prevention assembly tester and shall be certified to be operating within specifications. Further, backflow prevention assemblies installed to provide protection against health hazards as defined in 30 Texas Administrative Code § 290.38 must be tested and certified at least annually by a recognized backflow prevention assembly tester. If tested by the Operator, the District shall charge the Consumer the District's actual costs incurred for each backflow prevention assembly tested. For each assembly tested, a signed and dated original Test Report in the form attached hereto as Exhibit "C" must be completed by the recognized backflow prevention assembly tester and submitted to the District.

c) The District must retain for a minimum of three (3) years such test reports and maintenance records submitted to it under subsections a) and b) of this section.

Section 1.8 Plumbing code

The District hereby adopts by reference as the District's plumbing code the Uniform Plumbing Code, a nationally recognized set of rules governing plumbing practices.

Section 1.9 Monitoring Plan

a) Legal Authority and Purpose The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of

30 Texas Administrative Code, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 (“Subchapter F”); the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency.

b) Monitoring Plan

(1) The District’s operator is authorized and directed prepare and carry out the Monitoring Plan as required by the applicable rules and regulations of the Texas Commission on Environmental Quality (“Commission”) or any successor governmental agency thereof.

(2) In accordance with 30 Texas Administrative Code § 290.121 (b), the Monitoring Plan shall identify all sampling locations, describe the sampling frequency, and specify the analytical procedures and laboratories that the District will use to comply with the monitoring requirements of Subchapter F.

(3) The Operator shall maintain a copy of the current Monitoring Plan at each treatment plant and at a central location and shall update the Monitoring Plan in accordance with the rules of the Commission.

(4) Public water systems such as the District that treat groundwater that is not under the direct influence of surface water or that purchase treated water from a wholesaler must submit a copy of their Monitoring Plan to the Commission’s public drinking water program upon the request of the Commission’s Executive Director. Failure to maintain an up-to-date Monitoring Plan is a monitoring violation.

Section 1.10. Water and Wastewater Service Lines and Connections.

Pursuant to 30 Texas Administrative Code, Section 293.111, the District hereby adopts and incorporates by reference the regulations governing the construction of commercial and/or household service lines and connections set forth in the most current edition of the Uniform Plumbing Code. The District’s operator shall establish and maintain an inspection program to ensure that all new commercial and household service lines and connections are made in accordance with such regulations.

ARTICLE II
Commencement and Termination of Service

Section 2.1. Connection to District's system

Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available.

Section 2.2. Termination of service upon request of Consumer

Whenever a Consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, Consumer shall notify the District's operator at least two (2) days prior to the time Consumer desires such service discontinued. A charge for discontinuing and a charge of for restoring water service shall be made pursuant to the Fees and Rates Schedule, where such service is discontinued or restored at the request of the Consumer and Consumer is not delinquent in the payment of any bill at the time of either request. If an owner of lease property does not desire water service to the lease property when unoccupied, the owner of such lease property shall be responsible for having water service discontinued when such lease property is vacated by tenants.

Section 2.3. Termination of service upon initiative of District

a) The District may terminate water service to a tract or Consumer and/or impose a fee:

(1) at any time after a Consumer's bill becomes delinquent as defined in Subsection 1.1c) above;

(2) upon the occurrence of an event described in Subsection 1.4d) or 1.7a) of this Order;

(3) to prevent or discontinue conduct which interferes with the orderly provision of utility service by the District or the implementation of any provision or requirement of this Order; or

(4) to abate any condition in connection with the District's facilities which in

the opinion of the Board is harmful to the health, safety or welfare of District Consumers or the public; or

b) Except for termination of service upon the occurrence of an event described in Subsections 1.4d), 1.4f) or 5.1b) of this Order, notice to the Consumer shall be made as follows:

(1) At least ten (10) days prior to termination of a Consumer's service pursuant to this Section, a notice shall be delivered to the Consumer, and Owner, if applicable, advising the Consumer or Owner of termination of service pursuant to this Section.

(2) Delivery of the notice shall be considered complete upon deposit of the notice in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Consumer at his last known mailing address.

(3) The notice shall include:

- (a) a statement that service will be terminated;
- (b) the date of termination; and
- (c) the reason for termination.

In the event the termination is based upon failure to pay a delinquent bill, then the notice shall also include:

(d) a statement that in the event the Consumer desires to object to a delinquent bill on account of clerical error or other billing irregularity, then the Consumer must notify the designated representative of the District of such objection; and the notice shall contain the name, mailing address and telephone number of the designated representative. Such statement shall read as follows:

You are advised that the District's utility operator (Operator's name, address and telephone number) may make an adjustment of a utility bill if there is a clerical error or other billing irregularity. If your bill contains an error, notify the operator at once.

If the operator is unable to adjust your bill, your service will not be terminated until the District's board of directors considers the matter. You will be notified of the time, date, and place of the meeting at which the matter will be considered. You may present your objection to the board of directors at that time.

(4) An administrative fee pursuant to the Fees and Rates Schedule shall be added to a customer's delinquent bill for the processing and mailing of the delinquency notice.

Further, an administrative fee pursuant to the Fees and Rates Schedule shall be added to a customer's delinquent bill for the processing and hanging of a Termination of Utility Service Door Tag for Non-Sufficient Funds Checks (Returned Checks) and/or any delinquencies. The administrative fees are in addition to all other costs, and must be paid at the time of payment of the delinquent charges.

c) Adjustment of bill by designated representative:

(1) The District's designated representative for purposes of this Section is the District's operator.

(2) The designated representative is authorized to receive and consider Consumer objections presented in accordance with Subsection 2.3b)(3)(d) and to make adjustments in a Consumer's billing to correct clerical errors or other billing irregularities.

(3) The designated representative is not required to make an adjustment in any particular case; any Consumer objection received pursuant to this Section and not adjusted by the designated representative to the satisfaction of the Consumer shall be referred for a hearing in a meeting of the board of directors.

d) Hearing before board of directors:

(1) In the event a Consumer objection is referred to the board of directors pursuant to Subsection 2.3d)(3), the termination of service shall be held in abeyance until further order of the board of directors.

(2) The Consumer shall be given notice, at least seventy-two (72) hours in advance, of the time, date, and place of the meeting at which the board of directors will consider the Consumer objection.

(3) At such meeting, the board of directors shall consider all matters set forth by the Consumer and take such action, including termination of service, as it deems advisable.

e) A charge pursuant to the Fees and Rates Schedule, together with full payment of the Consumer's account, shall be paid in cash, or by cashier's check or money order, by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section.

f) An additional charge pursuant to the Fees and Rates Schedule, together with the fee described in Section 2.3e) and any delinquent bills and the deposit prescribed in Section 2.6, shall be paid by a Consumer in advance of restoration of service when 1) service has been

terminated pursuant to this Section and 2) the customer's meter has been pulled by the operator to prevent illegal connections or theft of service from the District.

Section 2.4. Application for installation of water meter with two-inch or less connection

Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will make such installation. The installation of water meters with connections of more than two inches shall be covered by separate agreements.

Section 2.5. Request for residential sewer service

Every person requesting sewer service from the District shall so notify the District's operator. After the notification, the person requesting said service shall have a plumber make the tap on the District's sewer line. After the tap has been completed, the applicant shall notify the District's operator, who shall make an inspection of the tap before sewer service is commenced.

Section 2.6. Deposit to secure payment

The District's operator is hereby given authority to require persons requesting water and/or sewer service from the District to post a deposit with the District at the time application for service is made, payable in cash, or by cashier's check or money order, in an amount as established in the Fees and Rates Schedule, for each residential connection to the District's system.

Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. The District will refund on request such deposit to any Consumer having a prompt payment record of at least two years. No interest shall be paid on any such deposits.

A subsequent additional deposit pursuant to the Fees and Rates Schedule will be required of customers whenever service has been terminated under Section 2.3 of this Order. Such additional deposit is required in advance of any restoration of service.

Section 2.7. Commercial Deposit

The District's operator is hereby given authority to require persons requesting water and/or sewer service to any commercial establishment (i.e. not a "Residential Connection") to post a deposit with the District at the time application for service is made, payable in cash, or by cashier's check or money order in an amount as established in the Fees and Rates Schedule, for each commercial connection to the District's system.

Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. The District will refund on request such deposit to any Consumer having a prompt payment record of at least two years. No interest shall be paid on any such deposits.

A subsequent additional deposit pursuant to the Fees and Rates Schedule will be required of customers whenever service has been terminated under Section 2.3 of this Order. Such additional deposit is required in advance of any restoration of service.

Section 2.8. Transfer fee

A non-refundable fee shall be charged pursuant to the Fees and Rates Schedule, to cover the District's cost for the transfer of water and sewer service from the builder of any housing unit to its initial occupant and to each subsequent occupant. This fee shall cover the establishment of an account to provide service to the new occupant. The transfer fee shall be billed to each new occupant as an item on that customer's first monthly bill for water and/or sewer service. If service to an occupant at the Consumer's address had previously been discontinued pursuant to Section 2.2 or Section 2.3 herein and a restoration charge was not paid, a fee shall be charged pursuant to the Fees and Rates Schedule to the Consumer to reconnect water and/or sewer service.

Section 2.9. Community Consumers.

Every Consumer requesting water or sewer service from the District under the Community Consumer classification shall so notify the District. The District will review the request and determine whether the Consumer falls within the community Consumer classification. A Consumer found by the District to be a "Community Consumer" shall so notify the District's operator. For each designated community Consumer, the charges for connections

to the District's water distribution system, sewer tap inspection fees, tap charges, deposits and any or all other charges not mentioned herein or hereafter shall be established by separate order or agreement, but shall in no way be less than a reasonable amount based on the District's cost and the community benefit involved.

Section 2.10 Facility inspections

a) Prior to starting any construction or improvement on a lot or tract in the District, the builder shall contact the Operator to arrange an inspection ("Pre-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement will be built. At the time of the Pre-Construction Inspection, if any District facility has been damaged or cannot be located, the Operator will make necessary repairs to or locate such facilities at the expense of the District. A copy of the Pre-Construction Inspection report will be given to the builder. After the Pre-Construction Inspection has been performed and any necessary work has been completed, the builder will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the inspections described in b) below.

b) After construction has been completed on the lot or tract, but before service is transferred to or initiated for a Consumer, the Operator will conduct an inspection ("Post-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement has been built. The builder will be held responsible for any damages or adjustments to or relocations of District facilities found to be necessary as a result of the Post-Construction Inspection and shall pay the cost of repairing, adjusting or relocating the facilities before service will be transferred to or initiated for a Consumer. The Operator may conduct any re-inspections as necessary to ensure that the District's facilities are repaired, adjusted or relocated, and the builder shall pay the fee for any such re-inspections before service will be transferred to or initiated for a Consumer. The District may withhold service to the lot or tract or to other property owned by any builder who has failed to pay the District for any other repairs, adjustments, relocations or re-inspection fees, including specifically the provision of additional taps to such builder.

c) The total fee for the Pre-Construction and Post-Construction Inspections described in Section 2.10 a) and b) shall be made pursuant to the Fees and Rates Schedule, which is due at the time the tap fee is paid. If any re-inspections are required, a fee shall be paid

for each such re-inspection pursuant to the Fees and Rates Schedule.

Section 2.11 Payment of bills and continuation of service during Extreme Weather Emergency; payment schedules following Extreme Weather Emergency

a) Notwithstanding provisions of this Order to the contrary, during an Extreme Weather Emergency, a Consumer will not be charged any late fees or penalties and will not have the Consumer's service terminated for failure to timely pay a bill that is due to the District during an Extreme Weather Emergency until the Extreme Weather Emergency is over, at which point the District's ability to impose late fees and penalties and terminate service resumes.

b) Within 30 days of the end of an Extreme Weather Emergency, a Consumer may make a request to the Operator for a payment schedule for any unpaid bills that were due during the Extreme Weather Emergency. Any preexisting disconnection notice issued to a Consumer for nonpayment of a bill due during an Extreme Weather Emergency shall be suspended upon the timely request for a payment schedule under this Section.

- 1) A request for a payment schedule made in accordance with the above parameters shall be granted by the Board, reduced to writing (if requested, in Spanish), and provided to the Consumer; however, it is within the sole discretion of the Board to determine the schedule and terms, and any payment schedule granted shall include the following information: (i) the total amount due under the payment schedule, (ii) the deadline for payment, including the deadline for each installment, if applicable, (iii) the number of installments included under the payment schedule and the amount of each installment, (iv) whether a finance charge for amounts paid under the payment schedule has been included, with such amount not to exceed an annual rate of ten percent (10%) simple interest, and (v) the identification of the dates the Extreme Weather Emergency occurred, and the due dates and amounts owed for any bills that were due during the Extreme Weather Emergency. Further, all payment schedules must include the following statement: "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, please contact the [name and contact information of Operator].".

- 2) A Consumer shall have ten (10) days after a payment schedule has been offered by the District to either accept or decline the payment schedule. If the District does not receive acceptance from a Consumer of a payment schedule offered within ten (10) days, it shall be deemed rejected. A Consumer that violates the terms of any payment schedule offered by the District under this Section shall be subject to the provisions of this Order regarding the delinquent payment of bills and termination of service. Any disconnections that were suspended upon the request of a payment schedule for an unpaid bill due during an Extreme Weather Emergency shall be reinstated.

ARTICLE III

Tap Charges

Section 3.1. Residential water tap charges

- a) Each residential water tap made in the District shall be at least a 3/4-inch connection.
- b) A charge shall be made pursuant to the Fees and Rates Schedule for every residential (including duplex) tap or connection for each 3/4-inch connection made to the District's water distribution system, which charge shall include the meter and meter box and the installation thereof.
- c) A charge shall be made pursuant to the Fees and Rates Schedule for every extra/additional tap or connection made to the District's water distribution system, which charge shall include the meter and meter box and the installation thereof. Such connections include but are not limited to sprinkler systems and swimming pools.
- d) A charge shall be made pursuant to the Fees and Rates Schedule for connections of meters with a 1-inch connection or over 1-inch connection, which charge shall include the meter and meter box and the installation thereof.
- e) All tap charges shown above shall be paid when application for the tap or connection is made, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.2. Residential and Commercial sewer tap inspection fee

Residential: After the completion of a sewer tap as provided in Section 2.5, and the inspection thereof by the District's operator, the person requesting such sewer tap shall pay an inspection fee, per tap, pursuant to the Fees and Rates Schedule

Commercial: After the completion of a sewer tap as provided in Section 2.5, and the inspection thereof by the District's operator, the person requesting such sewer tap shall pay an inspection fee, per sewer tap, pursuant to the Fees and Rates Schedule.

Section 3.3. Commercial water and sewer tap charges

a) A fee equal to the actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water, sanitary sewer or drainage facilities, including all necessary service lines and meters, shall be charged for every commercial tap or connection to the District's water, sanitary sewer or drainage facilities, other than a tap or connection for a Commercial Consumer which is a Nontaxable Entity, plus an amount as provided in the Fees and Rates Schedule.

b) A charge equal to actual costs to the District for construction, installation and inspection of the tap or connection to the water, sanitary sewer or drainage facilities, including all necessary service lines and meters, shall be made for every tap or connection to the District's water, sanitary sewer or drainage facilities by a Consumer which is a Nontaxable Entity. In addition, the District may charge to any Consumer which is a Nontaxable Entity an amount not to exceed the costs for all facilities that are necessary to provide District services to such Nontaxable Entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.

c) In the event that a tap or connection is made by the Commercial Consumer to the District's water system for landscape irrigation only, the applicable tap fee equal to the District's cost of the meter, meter box and installation thereof shall be charged, plus the amount established in the Fees and Rates Schedule.

d) The tap charges set out in Subsection c) above do not include the cost of the meter, meter box or installation thereof, which costs are to be borne by the Consumer.

e) A deposit in the amount of the estimated costs of construction, installation and inspection of the tap or connection shall be paid when application for the tap or connection is made. The balance of the tap charges in Sections 3.3b) or c) above, as appropriate, shall be paid

prior to commencement of service at the tap or connection, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.4. Temporary construction service and construction-related charges.

a) For installation of a temporary water meter for purposes of providing an interim source of construction water, the requesting party shall be required to post a refundable deposit with the District in cash, certified or cashier's check or money order at the time application is made in the amount established in the Fees and Rates Schedule. In addition, there shall be an installation fee for such temporary meter as established in the Fees and Rates Schedule.

b) Amounts charged by the Operator for removal of sidewalks or grass or for other similar work necessary to expose the water or sewer main for purposes of making the tap are not included in the amounts in Section 3.1 b) or c) above and shall be billed to and paid by the builder or other person requesting the tap.

ARTICLE IV

Rates for Service

Section 4.1. Monthly rates for water service

a) The rates per month, as established in the Fees and Rates Schedule, shall be charged for water service furnished by the District through meters to Residential Consumers and to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein.

b) The rates provided in a) above for water service shall be applicable to each occupied apartment within an apartment project; provided, however, that water to an apartment project may be furnished through a master meter and the rate per unit calculated by dividing the total number of gallons used during the month by the number of units therein occupied during that month; provided, however, that when a project's occupancy has reached 85% of capacity, and at all times thereafter, the operator shall calculate the amount due for an apartment project using a master meter on 85% of occupancy; that is, using the following formula:

$$\frac{\text{Total number of gallons used}}{\text{Total number of units in project}} \times 85\%$$

c) The rates per month shall be charged, pursuant to the Fees and Rates Schedule, for water service furnished by the District to Commercial Consumers and Consumers which are Nontaxable Entities.

Section 4.2. Monthly rates for sewer service

a) The rates per month shall be charged, pursuant to the Fees and Rates Schedule, for sewer service furnished by the District to Residential Consumers and for each separate connection in every instance in which a different charge is not expressly and clearly provided for herein.

b) The rates per month shall be charged pursuant to the Fees and Rates Schedule for sewer service furnished by the District to Commercial Consumers and Consumers which are Nontaxable Entities.

Section 4.3. Monthly rates to builders for water and sewer service to unoccupied residences

Rates charged to builders for water and sewer service to unoccupied residences connected to the District's system shall be charged pursuant to the Fees and Rates Schedule.

Section 4.4. Irrigation water rate for Community Consumers

(a) Charges for water service furnished by the District to a Community Consumer for the purpose of landscape irrigation shall be made pursuant to the Fees and Rates Schedule.

(b) Each landscape connection must be metered. The cost of the installation of the meter and any and all other charges shall be established pursuant to Section 2.9 of this Order.

Section 4.5. No reduced rates or free service

All Consumers receiving either water or sewer service, or both, from the District, shall be subject to the provisions of this order and shall be charged the rates established in this order; and no reduced rate or free service shall be furnished to any such Consumer.

Section 4.6. Penalty for failure to pay bill before delinquent

A charge, as established in the Fees and Rates Schedule, shall be added when such bill has become delinquent as "delinquent" is defined in Subsection 1.1d) of this order.

Section 4.7. Returned checks

If a Consumer's check is returned unpaid by the bank, the Consumer's bill paid by such

check shall be considered unpaid and subject to the penalty defined in Section 4.7 above. A processing fee pursuant to the Fees and Rates Schedule shall also be charged to the Consumer. If the check was in payment of a delinquent bill as defined in Section 1.1d) and a termination notification as specified in Section 2.3 has been previously delivered, the Consumer shall be required to pay in full all charges on the Consumer's account by cash, cashier's check or money order.

Section 4.8. Grease trap inspection

The District's operator shall perform a monthly inspection of the grease traps of all commercial and industrial Consumers of the District. The monthly fee for such an inspection shall be the amount established in the Fees and Rates Schedule. If a commercial or industrial Consumer's grease trap does not pass inspection, the District's operator shall notify the Consumer and the Consumer shall immediately take such action as necessary to comply with the District's rules and regulations relating thereto. The District's operator shall reinspect the violating grease trap and shall charge the Consumer in accordance with the Fees and Rates Schedule for such reinspection. If, after a second inspection, the grease trap remains noncompliant, the District's operator shall bring the grease trap into compliance and shall make the appropriate charge to the Consumer's account.

Section 4.9. Regulatory assessment

The District shall assess and collect from each consumer that receives retail water and/or sewer service from the District a regulatory assessment equal to 0.5% of the District's charges for such water and/or sewer service. The District shall not list the regulatory assessment as a separate item on consumer utility bills, but the District shall instead deduct the amount of such regulatory assessments from the water and sewer service revenues assessed and collected pursuant to this Order. The District shall remit such regulatory assessments to the Commission in the manner required by law.

Section 4.10. Additional fees for Lone Star Groundwater Conservation District.

The Lone Star Groundwater Conservation District has adopted groundwater use fees and a groundwater transportation fee. The Lone Star Groundwater Conservation District is authorized by state law to assess fees to water well owners, including the District, based on the

amount of groundwater withdrawn from their wells. In addition to the charges set forth herein, the District shall assess to its Consumers an additional fee per 1,000 gallons used equal to the most recent water pumpage fee per 1,000 gallons of water used assessed by the Lone Star Groundwater Conservation District plus a percentage for administration/lost water cost, as outlined in the Fees and Rates Schedule.

Section 4.11. Swimming Pool, Hot Tub, and Spa Inspections and Fee

Every Consumer who plans to construct or install a swimming pool, hot tub, and/or spa within the District shall notify the District in writing prior to commencing construction of the pool, hot tub, and/or spa. Upon notification by the Consumer of the intention to construct or install a swimming pool, hot tub, and/or spa the Consumer shall pay an inspection fee as outlined in the Fee Schedule. After the notification is received, the Consumer shall submit plans for review by the District's engineer. The Consumer may not proceed with any connection to District facilities prior to receipt of a no objection letter from the District's engineer. Upon construction, the District's operator shall make an inspection of all swimming pool, hot tub, and/or spa drains to verify that the proper connections are made in accordance with the plans submitted for review by the District's engineer, applicable plumbing regulations and requirements of state law before service is authorized for said swimming pool, hot tub, and/or spa.

ARTICLE V

Meters

Section 5.1. Title, tampering, maintenance, setting

a) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.

b) No person other than a duly authorized agent of the District shall open the meter box or tamper or in any way interfere with the meter, meter box, service line, or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer, as established in the Fees and Rates Schedule, and pursuant to Section 6.1 below, to impose a penalty.

c) The District shall maintain, repair and replace all meters and appurtenances in connection therewith at its cost.

d) All meters shall be set by employees or agents of the District.

e) If, at the request of the Consumer, the District's operator re-reads a Consumer's meter, then the Consumer shall be charged for the requested re-read in accordance with the Fees and Rates Schedule.

f) If, at the request of the Consumer, the District's operator performs a meter accuracy test, then the Consumer shall be charged for the requested meter accuracy testing in accordance with the Fees and Rates Schedule.

Section 5.2. Meters and boxes to be free from rubbish and obstructions

After a meter has been set, the Consumer shall at all times keep the space occupied by the meter and the box free from rubbish or obstructions of any kind.

ARTICLE VI

Enforcement

Section 6.1 Penalties

Pursuant to the authority granted by §§ 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in §27.031, Texas Gov't Code, for each violation or each day of a continuing violation. The District may bring an action to recover the penalty in a district court in the county where the violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

ARTICLE VII

Miscellaneous

Section 7.1 Savings

If any word, phrase, clause, paragraph, sentence, part, portion or provision of this Order or the application thereof to any person or circumstance shall ever be held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Order shall nevertheless be valid, and the board of directors declare that this Order would have been adopted without such invalid or unconstitutional word, phrase, clause, paragraph, sentence, part, portion or provision.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary to attest this order on behalf of the board and the District.

Passed and adopted, this February 23, 2023.

JULIE GILMER

President

ATTEST:

BETTY BROWN

Secretary

I, the undersigned secretary of the board of directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the Resolution for Adoption of Order Establishing Policy and Rates for Water and Sewer Service for the District, adopted by said board at its regular meeting of February 23, 2023, together with excerpts from the minutes of said board's meeting on that date showing the adoption of said order, as same appear of record in the official minutes of the board, on file in the District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the official seal of said District this February 23, 2023.


Secretary



EXHIBIT "A"
SERVICE AGREEMENT

- I. **PURPOSE.** The River Plantation Municipal Utility District (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows the return of water used for condensing, cooling or industrial processes back to the public water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead is permitted in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
 - E. Plumbing installed after January 4, 2014 must bear the expected labeling indicating ≤0.25% lead content.
 - F. No solder or flux which contains more than 0.2% lead is permitted in private water distribution facilities installed on or after July 1, 1988.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and _____ (the "Customer").
- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the District's water system.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.

- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

The District has adopted rules and policies protecting the drinking water supply and prohibiting tampering with, removing, adjusting or interfering with a meter, meter box or other component part of the water furnishing system. Violation of the District's rules and policies applicable to the water furnishing system is punishable by fines or other penalties not to exceed the jurisdiction of a justice court as provided in § 27.031, Texas Gov't Code, plus the District's attorney's fees and other costs, and such violation shall, at the District's option, result in termination of District utility service.

DATE: _____

CUSTOMER'S SIGNATURE

NAME

ADDRESS

TELEPHONE NUMBER

EXHIBIT "B"

Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

Reason for Inspection: New Construction ☐
 Existing service where contaminant hazards are suspected ☐
 Major renovation or expansion of distribution facilities ☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead, or such other minimum standard as may be established by the EPA or TCEQ, exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines: ☐ Lead ☐ Copper ☐ PVC ☐ Other
 Solder: ☐ Lead ☐ Lead Free ☐ Solvent Weld ☐ Other

Remarks: _____

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector _____

License Type _____

Inspector Name (Print/Type) _____

License Number _____

Title of Inspector _____

Date/Time of Inspection _____

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC Sections 290.44(h)/290.46(j).

EXHIBIT "C"

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for record keeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____

PWS I.D. # _____

MAILING ADDRESS _____

CONTACT PERSON _____

LOCATION OF SERVICE: _____

The backflow prevention assembly detailed below has been tested and maintained as required by Commission regulations and is certified to be operating within acceptable parameters.

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA)

- ☐ Reduced Pressure Principle (RPBA) ☐ Reduced Pressure Principle-Detector (RPBA-D) Type II ☐
☐ Double Check Valve (DCVA) ☐ Double Check-Detector (DCVA-D) Type II ☐
☐ Pressure Vacuum Breaker (PVB) ☐ Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer: Main _____ Bypass: _____ Size Main _____ Bypass: _____

Model Number: Main _____ Bypass: _____ BPA Locations: _____

Serial Number: Main _____ Bypass: _____ BPA Serves: _____

Reason for test: New ☐ Existing ☐ Replacement ☐ Old Model/Serial #: _____

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? Yes ☐ No ☐

Is the assembly installed on a non-potable water supply (auxiliary)? Yes ☐ No ☐

TEST RESULT	Reduced Pressure Principle Assembly (RPBA)		Type II Assembly	Pressure Vacuum Breaker (PVB) and Spill-Resistant Pressure Vacuum Breaker (SVB)	
PASS ☐	Double Check Valve Assembly (DCVA)		Bypass Check	Air Inlet	Check Valve
FAIL ☐	1st Check	2nd Check ***		Opened at ____ psid Did Not Open ☐ Did it fully open (Yes ☐ /No ☐)	Held at ____ psid Leaked ☐
Initial Test	Held at ____ psid	Held at ____ psid	Opened at ____ psid	Held at ____ psid	
Date: ____ Time ____	Closed tight ☐ Leaked ☐	Closed tight ☐ Leaked ☐	Did not open ☐	Closed Tight ☐ Leaked ☐	
Repairs & Materials Used**	Main: Bypass:				
Test After Repair	Held at ____ psid	Held at ____ psid	Opened at ____ psid	Held at ____ psid	Opened at ____ psid
Date: ____ Time ____	Closed tight ☐	Closed tight ☐		Closed tight ☐	Held at ____ psid

*** 2nd check: numeric reading required for DCVA only

Differential pressure gauge used:	Potable ☐	Non-Potable ☐
Make/Model:	SN:	Date tested for accuracy: _____

Remarks: _____

Company Name:	Licensed Tester Name (Print/Type):
Company Address:	Licensed Tester Name (Signature):
Company Phone #:	BPAT License #: _____ License Expiration Date: _____

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC Section 290.46(B)]

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

TCEQ-20700 (Revision 04-04-2019)

The above is certified to be true at the time of testing.