

CERTIFICATE FOR ORDER

I, the undersigned officer of the Board of Directors (the "Board") of Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas (the "District"), hereby certify as follows:

1. The Board met in regular session on August 3, 2023, at a meeting place of the District, inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Glenn Farley	President
Escoto Thomas	Vice President/Assistant Secretary
Brian Addicks	Assistant Vice President/Investment Officer
Dan Turner	Secretary
Jeffery Williams	Assistant Secretary

and all of said persons were present except Director Thomas, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

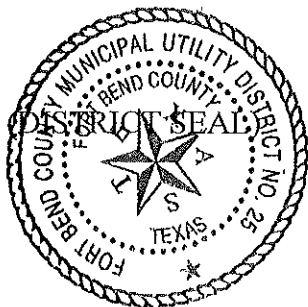
RATE ORDER (August 3, 2023)

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of the document, prevailed and carried by the following vote:

AYES: 4 NAYS: 0

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 3rd day of August, 2023.





Secretary, Board of Directors

**FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS**

RATE ORDER

(August 3, 2023)

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SECTION 1: DEFINITIONS

- A. “Commercial User”** shall mean any user of the District's water and sewer system that is not a Single-Family Residential User or a Multi-Family Residential User, including, but not limited to, commercial establishments, churches, homeowners' association facilities and schools. All multi-tenant commercial establishments must have individual water lines and meters to each tenant space and each tenant must establish an individual service account.
- B. “Multi-Family Residential User”** shall mean any user of the District's water and sewer system, other than a Single-Family Residential User or a Commercial User, that consists of a building designed for use and occupancy by multi-family units, including apartments, townhouses, and other multi-family dwelling units.
- C. “Single-Family Residential User”** shall mean any user of the District's water and sewer system that consists of one residence designed for use and occupancy by a single-family unit.
- D. “Storm Sewer User”** shall mean a user of the District's storm drainage system, including, without limitation, construction site operators and District residents.
- E. “TCEQ”** shall mean the Texas Commission on Environmental Quality and its successors and assigns.
- F. “User”** shall mean any and all persons or entities who use the District's water, sewer and/or storm drainage system, including, but not limited to, the users defined in this Section.

SECTION 2: TAP FEES AND INSPECTIONS

- A. Tap Fees.** Prior to connecting to the District's water system, an electronic water meter must be installed. The fees for such meters are as follows:
- (1) Single-Family Residential Users. Prior to the connection of a Single-Family Residential User to the District's water system with a water meter that is 3/4" or 5/8", a tap fee of \$900.00, plus all expenses incurred by the District in making said connection (provided that the total tap fee paid does not exceed three (3) times the District's actual cost of installing the tap and meter), shall be paid to the District. Prior to the connection of a Single-Family Residential User to the District's water system with a water meter that is 1", a tap fee of \$1,200.00, plus all expenses incurred by the District in making said connection (provided that the total tap fee paid does not exceed three (3) times the District's actual cost of installing the tap and meter), shall be paid to the District.
 - (2) Multi-Family Residential Users and Commercial Users. Prior to the connection of a Multi-Family Residential User or a Commercial User that is not exempt

from the payment of ad valorem property taxes under Texas law, a tap fee equal to up to three (3) times the cost to the District of installing the tap, meter, and any necessary service lines and of repairing or restoring any yards, sidewalks, streets, or other improvements affected by the installation shall be paid to the District. The provisions of this Section 2.A.(2) are effective as of January 1, 2023. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill. No connection will be made to a multi-tenant commercial establishment unless individual water lines and meters have been installed to each tenant space and each tenant has established an individual service account, unless otherwise authorized by the Board of Directors of the District (the "Board"), in its sole discretion.

- (3) Non-Taxable User. Prior to the connection of a Commercial User that is exempt from the payment of ad valorem property taxes under Texas law, a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines plus such User's pro rata share of the District's actual cost of the facilities necessary to provide District services to such User that are financed or to be fully or partially financed by the District's tax bonds [as determined by the District's consultants and approved by the Board] shall be paid to the District.
- (4) Irrigation Systems. Prior to connection to the District's water system, a tap fee equal to the District's actual cost for installation plus the cost of the meter shall be paid to the District for irrigation systems that have been authorized by the District and that are to be used solely for the purpose of providing irrigation water to landscaped areas within the District.

B. Installation and Inspections. All connections to the District's water system shall be made by a representative of the District. Connections to the District's water system shall not be allowed prior to an approved sewer inspection as provided in this Order. A backflow prevention assembly must be installed prior to the testing of any line that is connected to the District's water system.

SECTION 3: RULES AND REGULATIONS GOVERNING SEWER HOUSE LINES AND SEWER CONNECTIONS

The following regulations govern the installation of all sanitary sewer connections within the District.

A. Service Lines.

- (1) A "service line" is defined as the sewer line from the foundation of the house, multi-family structure or commercial building to the sewer line owned by the District.
- (2) Only one service line connection to the District's sanitary sewer collection system is

permitted for each residence, multi-family structure or commercial building.

- (3) Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line will be of identical material.
 - a. Schedule 40 conforming to ASTM, D-1785 and installed as per section II of these specifications.
 - b. Six-inch lines and over; polyvinylchloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 2241 SDR 26 with rubber gasket joints conforming to ASTM, F-477 and installed as per section II of these specifications.
- (4) Minimum sizes of service lines shall be as follows:
 - a. Residential – 4 inches in diameter.
 - b. Commercial – 6 inches in diameter.
- (5) Minimum grades for service lines shall be as follows:
 - a. 4-inch pipe – one-foot drop per hundred feet (1%).
 - b. 6-inch pipe – six inches drop per hundred feet (.50%).
 - c. 8-inch pipe – four inches drop per hundred feet (.40%).
- (6) Maximum grades for service lines shall be as follows:
 - a. 4-inch pipe – one-inch drop per ten feet.
 - b. 6-inch pipe – one-inch drop per ten feet.
 - c. 8-inch pipe – one-inch drop per ten feet.
- (7) Service lines shall be constructed to true alignment and grade. Warped and sagging lines will not be permitted.

B. Connection of Building Sewer Outlet to Service Lines.

- (1) A building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- (2) Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- (3) Existing “wye” and stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District’s operator.

- (4) The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight.
- (5) Portion to be cut out from sewer main shall be circular and available for inspection.
- (6) No connection shall be made into a manhole without approval from the District.
- (7) No sewer lines shall be laid within nine (9) feet of a water line unless the sewer pipe and its couplings have a pressure rating of not less than one hundred fifty (150) pounds per square inch (psi).

C. Fittings and Cleanouts.

- (1) No bends or turns at any point will be greater than 45 degrees. Each 45-degree or 22-degree fitting must be no less than six (6) inches apart.
- (2) Each horizontal service line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than fifty (50) feet in length will be provided with a cleanout for each fifty (50) feet, or fraction thereof, in the length of such piping.
- (3) Each cleanout will be installed so that it opens in a direction opposite to the two (2) way flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
- (4) A cleanout must have an air-tight mechanical plug.

D. Connection Permit.

- (1) An application for sanitary sewer service (the "Sewer Application") must be filed prior to construction of the service line and the connection fee should accompany the Sewer Application. (Sewer Application forms are available at the District's offices). Construction must not begin until authorized by the District.
- (2) When the service line is complete, and prior to backfilling the pipe trench, the application for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District twenty-four (24) hours in advance of the inspection.
- (3) The physical connection to the District's sewer main will be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
- (4) All tie ends to the District's sewer main shall be sealed inside and out with mortar or grout and inspected.

- (5) Backfilling of service lines trench must be accomplished within twenty-four (24) hours of inspection and approval. The trench backfill material must be clean and free of debris and must be compacted in one-foot lifts to prevent trench settlement.
- (6) A connection permit will be granted after inspection confirming that all requirements of these Rules and Regulations have been met.

SECTION 4: WATER

A. Monthly Water Rates.

- (1) **Builder Connections.** During construction and prior to initial occupancy, a builder shall be charged monthly for water as follows:

0 - 25,000 gals.	\$3.37 per 1,000 gals.
25,001 to 50,000 gals.	\$3.75 per 1,000 gals.
All over 50,000 gals.	\$4.09 per 1,000 gals.

- (2) **Single-Family Residential Users.** Single-Family Residential Users shall be charged monthly for water as follows:

0 - 5,000 gals.	\$20.20 (minimum)
5,001 to 10,000 gals.	\$2.24 per 1,000 gals.
10,001 to 15,000 gals.	\$2.81 per 1,000 gals.
15,001 to 25,000 gals.	\$4.21 per 1,000 gals.
All over 25,000 gals.	\$4.92 per 1,000 gals.

; provided, however, that for new accounts activated or existing accounts finalized during a month, the minimum charge set out above will not apply. Instead, the first or final invoice (as applicable) will be based on a per day estimated usage (as determined by the District) for the number of days in the month the account was active.

- (3) **Multi-Family Residential Users.** For each meter serving a multi-family building, the multi-family building shall be charged monthly for water at the following rates times the number of units served by each meter:

0 - 5,000 gals.	\$14.59 (minimum)
5,001 to 10,000 gals.	\$2.24 per 1,000 gals.
10,001 to 15,000 gals.	\$2.81 per 1,000 gals.
All over 15,000 gals.	\$4.20 per 1,000 gals.

For a multi-family building served by a single meter, the total water usage per month shall be divided by the number of units to determine the monthly water usage per unit. The charge for a single unit shall be calculated on the basis of

the rates set forth above and the unit charge shall be multiplied by the number of units to determine the total charge for the multi-family building.

Water charges in accordance with this subsection shall commence when the District's inspection of the multi-family building's sanitary sewer connection is complete.

- (4) **Commercial Users.** Each business unit occupied by a separate business, including separate establishments within a single building, shall be charged a monthly minimum of \$20.20 per unit *or* per equivalent connection, whether connected by a single meter or multiple meters, for 0 to 5,000 gallons. Water usage in excess of 5,000 gallons per unit or equivalent connection per month shall be charged at the following rates:

5,001 to 10,000 gals.	\$2.24 per 1,000 gals.
10,001 to 15,000 gals.	\$2.81 per 1,000 gals.
15,001 to 25,000 gals.	\$4.21 per 1,000 gals.
All over 25,000 gals.	\$4.92 per 1,000 gals.

- (5) **Irrigation Systems.** Metered water connections authorized by the District and established solely for the purpose of providing water to irrigation systems shall be charged monthly for water usage at the following rates:

0 - 5,000 gals.	\$20.20 (minimum)
5,001 to 15,000 gals.	\$2.52 per 1,000 gals.
15,001 to 25,000 gals.	\$4.20 per 1,000 gals.
Over 25,000 gals.	\$4.92 per 1,000 gals.

There shall be no sewer service charge for irrigation meters.

There shall be no waiver, adjustment or reduction in fees charged and incurred as a result of water loss that occurs on the User's side of the meter once water has been processed through the meter, regardless if the loss is the results of leaks, broken pipes, etc., unless otherwise authorized by the Board in its sole discretion.

Notwithstanding the foregoing, the District reserves the right to forego mailing water bills when the amount due is less than \$1.50.

B. Pressure of Water. The District agrees to use all reasonable efforts to supply adequate pressure of water to any User. The District does not and will not guarantee to any User a specific quantity or pressure of water for any purpose whatsoever. The District is required only to furnish a connection to its water system and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the District shall use reasonable efforts to supply water to all Users at an acceptable minimum pressure.

C. Sale or Provision of Water. It shall be an unauthorized use of District services and facilities for any person, firm, or entity to sell or use water from the District's water system without having a direct connection to the District's water system, unless such sale or use of water is to or by Users having common ownership or tenancy of the land being served by the District's water system or with the written consent of the Board.

It also shall be an unauthorized use of District services and facilities for any person, firm or entity to sell or provide water from the District's water system to any other person or entity whose service has been disconnected by the District.

D. No Potable Water for Amenity Lakes. It shall be unauthorized use of District services and facilities for any person, firm or entity to use water from the District's water system to recharge, refill, add to or deposit in a lake or other body of water, any portion of which was/is designed, constructed and/or used for amenity purposes.

SECTION 5: SEWER

A. Sewer Connections and Inspections. All connections to the District's sewer system shall be made in accordance with the District's Rules and Regulations Governing Sewer House Lines and Sewer Connections set out in Section 3 (the "Sewer Rules"), as same may be amended from time to time. No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected the connection. A fee of \$50.00 for each single-family residential sewer inspection and a fee of \$75.00 for each multi-family and commercial sewer inspection made by the District shall be charged and paid with the tap fee. If a sewer connection fails an inspection, an additional inspection fee at the same rate shall be paid to the District prior to reinspection.

B. Monthly Sewer Rates.

- (1) Builder Connections. \$23.56 per month for water consumption of 0 to 25,000 gallons per connection per month and \$24.66 per month for water consumption in excess of 25,000 gallons per connection per month.
- (2) Single-Family Residential Users. \$16.83 per month per connection for water consumption of 0 to 15,000 gallons; \$23.56 per month per connection for 15,001 to 25,000 gallons of water consumption; and \$24.68 per month per connection for water consumption in excess of 25,000 gallons.
- (3) Multi-Family Residential Users. \$11.22 per month per unit for water consumption of 0 to 15,000 gallons; \$15.71 per month per unit for 15,001 to 25,000 gallons of water consumption; and \$16.83 per month per unit for water consumption in excess of 25,000 gallons. Sewer charges in accordance with this subsection shall commence when the District's inspection of the multi-family building's sanitary sewer connection is complete.
- (4) Commercial Users. \$16.83 per month per unit or equivalent connection plus: \$1.12

per 1,000 gallons of water consumption of 5,000 gallons to 15,000 gallons per unit or equivalent connections per month; \$2.81 per 1,000 gallons of water consumption from 15,001 gallons to 25,000 gallons per unit or equivalent connections per month; and \$3.37 per 1,000 gallons of water consumption in excess of 25,000 gallons per unit or equivalent connections per month.

Notwithstanding the foregoing, the District reserves the right to forego mailing sewer bills when the amount due is less than \$1.50.

C. Quality of Sewage.

- (1) Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to the following subsection.
- (2) Commercial and Industrial Waste. All discharges other than waste described in the preceding subsection are prohibited unless the User has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:
 - (a) Name and address of applicant;
 - (b) Type of industry, business, activity, or other waste-creative process;
 - (c) Quantity of waste to be discharged;
 - (d) Typical analysis of the waste;
 - (e) Type of pretreatment proposed; and
 - (f) Such other information as the District may request in writing.

The District shall have the right to reject any application for discharge of non-domestic waste into the District's sanitary sewer lines if the District determines in its sole discretion that the proposed discharge may be harmful to the District's sanitary sewer system or the environment. In approving any application for the discharge of non-domestic waste, the District also shall have the right to impose any limitations on such discharge that the District determines in its sole discretion to be necessary to protect the District's sanitary sewer system or the environment.

- (3) National Categorical Pretreatment Standard. If a User is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the User is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.

- (4) District Testing; Pretreatment. The District shall have the right to sample and test any User's discharge at the discretion of the District, with no limit as to the frequency of the tests, and to charge the user for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the User's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to the preceding subsection.

D. Grease Trap and/or Sand Trap Inspections. Any User responsible for a discharge requiring a trap and sampling well and/or a sand trap shall provide equipment and facilities of a type and capacity approved by the District, locate the equipment in a manner that provides ready and easy access for cleaning and inspection, and maintain the equipment in effective operating condition. It shall be the responsibility of the User to maintain and service such User's traps. All traps shall be inspected by the District once a month, and cleaned only by a company having the required licenses and permits. Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every ninety (90) days, or more frequently when:

- (A) twenty-five (25) or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
- (B) the discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the District; or
- (C) there is a history of non-compliance.

For each grease and/or sand trap installed, there shall be charged a flat rate initial inspection fee of \$50.00. If the District's operator is required to reinspect the grease and/or sand trap after the initial inspection due to problems or concerns about the grease and/or sand trap, such reinspection shall be charged at the same \$50.00 rate. Thereafter, for each monthly inspection and/or reinspection, if required, a fee of \$50.00 shall be charged.

E. Required Service. No sewer service shall be provided by the District except to customers of the District's water system.

F. Swimming Pool Inspections and Fee. Every User who plans to construct or install a swimming pool within the District shall notify the District in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an inspection fee of \$50.00. After the notification is received, the District shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the User shall notify the District, who shall make an inspection of all swimming pool drains to verify that the proper connection is made before service is authorized for said swimming pool.

G. Excluded Flow and Waste. No waste material which is not biologically degradable will be permitted to be discharged into the District's sanitary sewer facilities, including mud and debris accumulated during service line installation or otherwise.

SECTION 6: TEMPORARY WATER SERVICE

A. Meter Required. The District shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon execution of the Temporary Construction Water Permit in the form attached hereto as **Exhibit "D"**. Such temporary service shall be supplied only through a District meter installed by the District.

B. Deposit. The person applying for temporary water service shall be required to deposit \$500.00 with the District to secure (i) the payment for water supplied by the District, (ii) the safe return of the District's meter and other issued equipment, and (iii) the repair of the any and all District equipment and facilities damaged during the temporary water service. Upon receipt of full payment for temporary water used and return of the meter and other District-issued equipment in good condition, the deposit will be returned; provided, however, any damage to the meter, other District-issued equipment or any District facilities damaged during the temporary water service period or any unpaid balances will be paid from the deposit and a \$35.00 fee will be deducted from the deposit if the hydrant wrench is not returned in good condition.

C. Fees. The fees for temporary water service shall be as follows: (1) a \$50.00 one-time setup fee; (2) \$3.00 per 1,000 gallons of water delivered through the meter; and (3) a monthly (each thirty-day period or any portion thereof) rental charge of \$25.00 for a 5/8" meter, \$37.50 for a 1" meter, \$50.00 for a 2" meter and \$100.00 for a 3" meter. The person applying for the temporary water service shall provide a meter reading to the District office between the 15th and 20th day of each month. Failure to report meter readings for two (2) months can result in forfeiture of the deposit required in Section 6.B.

SECTION 7: SECURITY DEPOSITS

The following deposits are required:

A. Construction Deposits. The District shall require a deposit of \$1,500.00 from the developer of each structure in the District to pay for the review of architectural/engineering drawings and the preparation of any utility commitment letters or other agreements relating to the project (the "Consultant Fees"). When the deposit has been reduced to \$250.00, the District's engineer will notify the developer of the need to deposit funds sufficient to return the deposit to the original balance. Upon completion of the project and inspection by the District's engineer and/or operator, and receipt of all governmental approvals, the developer will be refunded the balance of the security deposit, less any expenses incurred by the District for the plan review and approval of such project, including the Consultant Fees. Such deposit also may be applied by the District to the cost of repairing any damage caused to District property by the developer or its agents or subcontractors, whereupon it will be the developer's responsibility to reinstate the original amount of the deposit prior

to the District making any additional water taps for said developer. In addition, the entire deposit will be forfeited as a penalty in the event any provision of this Order or the Rules and Regulations is violated, in addition to any other penalties authorized by law, this Order or the Sewer Rules.

B. Customer Deposits. A deposit of \$75.00 shall be charged to all new Single-Family Residential Users in the District, other than tenants. A deposit of \$150.00 shall be charged to all new Users who rent a single-family structure in the District. A deposit of \$250.00 shall be charged to each individual tenant located in a multi-tenant commercial establishment. A deposit equal to three times the average monthly utility bill, as determined by the District, shall be required of all other Users in the District.

Any User whose service is terminated two (2) times within a six (6) month period pursuant to Section 13A or 13B hereof also shall be required to increase the deposit to two (2) times the amount stated above. Such sums shall be required to be paid prior to service being initiated or restored and shall be held by the District as a deposit to assure prompt payment of all charges for utility service.

No interest will be allowed on deposits. Upon final termination of service, deposits shall be credited against amounts owed to the District and any balance exceeding \$1.50 will be refunded to the User within forty-five (45) days after termination of service.

C. Deposit Transfers. Security deposits may not be transferred from one User to another; provided, however, that a User who moves from one address to another within the District may have the security deposit from the account at the previous address transferred to the account at the new address.

D. Builder Deposits and Inspection Fees. In addition to other deposits required by this Order, a \$2,000.00 deposit shall be required of builders at the time a request for an initial water tap is made for each single-family residential building, commercial building, or other structure in the District, provided no builder shall be required to deposit more than \$6,000 at any one time with the District. Said deposit will be refunded upon a builder's written request; provided, however, that the entire deposit shall be forfeited as a penalty in the event any provision of this Order or the Sewer Rules, as may be amended from time to time, is violated. The deposit described in this subsection may be applied by the District to the cost to repair any damage caused to District property by the builder or the builder's agent or contractor of any tier, whereupon it will be the builder's responsibility to reinstate the original amount of the deposit prior to the District making any additional water taps for said builder.

E. Refund of Deposit. Following full payment of the final bill and all fees and charges, the balance of the refundable portion of a security deposit, if any, will be refunded by check mailed to the account holder.

SECTION 8: BACKCHARGES TO BUILDERS

A. Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the District office prior to starting any work on property within the District, to schedule an inspection to verify the location of District facilities. If any District facility is either damaged or cannot be located, the District's operator will make necessary repairs or locate and make the facilities visible at the expense of the District. A copy of the inspection report will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final site survey described below. The cost for each inspection is \$25.00 and must be paid with payment of the tap fee.

B. Final Site Survey. After construction has been completed on the property, but before service is transferred to a User, the District will conduct a final site survey to inspect the water tap, meter and all other District facilities on the property for a fee of \$25.00, which must be paid with payment of the tap fee. The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service will be initiated to a User. If any reinspections are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee in the amount of \$25.00 shall be charged for each such reinspection before service will be transferred to a subsequent User. Payment of the Backcharges or inspection or reinspection fees shall be made on or before the due date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay for the Backcharges or inspection or reinspection fees, including, specifically, the provision of additional taps.

SECTION 9: REGULATORY ASSESSMENT

As required by Section 5.701(n)(1) of the Texas Water Code, each User of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District's charge for water and sewer service. This assessment is included in the rate schedules listed above and will be forwarded to the TCEQ for use in paying costs and expenses incurred in its regulation of water districts.

SECTION 10: TRANSFER FEE; NEW SERVICE FEES

A fee in the amount of \$15.00 shall be charged by the District to all Users opening or transferring an account for water and sewer service. The fee shall be billed to each new User as an item on that User's first monthly bill for initial or transfer water and/or sewer service. Additionally, a customer service inspection is required to be performed by the District for each new or transfer account, provided, however, such fee will not exceed more than one inspection per twelve-month period. A \$25.00 fee will be charged for the customer service inspection for Single-Family Residential Users and \$50.00 for all other Users and will be billed on that User's first monthly bill for water and/or sewer service.

SECTION 11: PAYMENT METHOD

All payments required by this Order must be made by check, automatic bank draft, cashier's check, money order, online or telephone check and credit card payments unless otherwise specified in this Order. Certain payment options are made available through service providers who may charge Users a convenience fee. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Order.

SECTION 12: LATE PAYMENTS

A late payment fee of ten dollars (\$10.00) for overdue bills for single-family residential customers and ten percent (10%) of the unpaid balance for all other users will be due the District for any monthly water or sewer bill that is not paid on or before the due date shown on the bill in order to cover the District's costs of collection of such delinquent amount. All accounts not paid by the due date shall be considered delinquent. A waiver of the late fee is permitted once per twelve-month period in the sole discretion of the District provided the account has not been delinquent at any time during the prior twelve-month period.

SECTION 13: TERMINATION AND RECONNECTION OF SERVICE

A. Termination for Delinquent Accounts. The District reserves the right to terminate service to any User whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the User at the address of the connection and providing the User with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the User of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the date, time, and place of the next scheduled meeting of the Board, and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting (either in person or in writing) such matter to the Board at its next scheduled meeting as shown on the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least seven (7) days prior to the date of the scheduled meeting of the Board. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. If the User appears before the Board (either in person or in writing), the Board shall hear and consider the matter and inform the User of its determination by sending written notice by first class United States mail to the User at the address of the connection.

All accounts that have had water and sewer services terminated for two (2) consecutive billing cycles will be placed on inactive status by the District's Billing Department.

All outstanding delinquent accounts may be turned over to a collection agency and reported to credit bureau and all costs of collection will be added to the User's outstanding

balance.

B. Termination for Rate Order Violations. Any User who violates any provision of this Order, in addition to being subject to all other penalties described herein, shall be subject to having water and sewer service terminated; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such User of the pending disconnection and shall give such User the opportunity to contest, explain, or correct the violation at a meeting of the Board.

C. Reconnection. If service to a User is disconnected for any cause, a reconnection fee of \$50.00 shall be paid to the District before service is again commenced at such location. In addition, all past due and current amounts owed to District shall be paid in full and, if such User has not previously paid a security deposit as required by this Order, the security deposit shall be collected before service is reconnected. Payment of all amounts under this Section must be in the form of cashier's check, money order, or credit card with verified approval code.

D. Termination of Service Upon Request of User. Whenever a User requests that water and sewer service be temporarily discontinued, such User shall notify the District's operator at least two (2) days prior to the time the User desires that such service be discontinued. A charge of \$20.00 shall be made for discontinuing and a charge of \$20.00 for restoring water service when such service is discontinued or restored at the request of the User and the User is not delinquent in the payment of any bill at the time of either request. During the period of temporary discontinuance of service, the normal billing charges will be halted.

E. Billing and Service During Extreme Weather Emergency. Notwithstanding any provisions of this Rate Order to the contrary, a User or entity may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. A User or entity may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that is due during an extreme weather emergency. Upon receipt of a timely payment schedule request, the District shall provide, in writing, a payment schedule and a deadline for accepting the payment schedule. The District or the District's operator may, at the discretion of the District and/or the District's operator, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations. If a User or entity requests a payment schedule pursuant to this paragraph, the District shall not disconnect the User or entity from service for nonpayment of bills that are due during an extreme weather emergency unless: (1) the payment schedule has been offered and the User or entity has declined to accept the payment schedule in a timely fashion; or (2) the User or entity has violated the terms of the payment schedule. Any preexisting disconnection notices issued to a User or entity for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule made under this paragraph; provided, however, that if: (1) the User or entity does not timely accept a payment schedule offered by the District;

or (2) the User or entity violates the terms of the payment schedule, then any suspended disconnection notices may be reinstated. A User or entity who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order. For purposes of this paragraph, "extreme weather emergency" means a period when the previous day's highest temperature in an area 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 that area. For purposes of this paragraph, an "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

SECTION 14: OBSTRUCTION

After a water meter has been set, the User shall at all times keep the area in, around and upon the meter, meter box and District easements and property under User's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under User's control free from rubbish or obstructions shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions.

SECTION 15: CALIBRATION OF METERS; DAMAGE TO METERS AND APPURTENANCES

A User who suspects that its meter is not accurately measuring the amount of water used may, once within a six-month period, request that the District calibrate such User's meter, at no cost to the User. If, after receiving a copy of the results of the meter test, the User still suspects that the meter is inaccurate, it may, once within a six-month period, request that the District bench test the meter, at no cost to the User. A User may request additional meter tests during a six-month period and shall be responsible for the cost of all such additional tests, unless the results of the additional tests reveal a problem with the meter.

No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any 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 User who has removed, tampered with or altered in any way a meter, meter box, service line or other water and/or sewer system appurtenance or who has reconnected service which was terminated by the District, and to assess repair charges to the User plus a damage fee of \$50.00.

SECTION 16: BUILDER RESPONSIBILITIES

A. Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt and all other debris. Street cleaning will be done by street scraping or a vacuum sweeper. Washing sediments into the storm sewer inlets is prohibited by Section 21 and the United States Environmental Protection Agency.

B. Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of its reserved lots for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the concrete wash-out site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

C. Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the provisions of this Order with all employees, suppliers and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to ensure they are functioning properly.

D. Failure to Comply. Failure of a builder to comply with the builder responsibilities contained in this Section 16 will be considered a violation of this Order and will subject the builder to penalties in Section 22. Further, the District, in its sole discretion, may perform or have performed any of the builder's responsibilities and backcharge the builder for the cost. In addition, failure to timely pay a backcharge or to comply with the provisions of this Order will subject the builder to termination of service in accordance with Section 12 or the withholding of taps in accordance with Section 7(A).

SECTION 17: PLUMBING REGULATIONS; PROHIBITION AGAINST CROSS-CONNECTIONS AND UNACCEPTABLE PLUMBING PRACTICES; PENALTY FOR VIOLATION

Pursuant to Chapter 290 of Title 30 of the Texas Administrative Code, the District adopts the following plumbing regulations, which apply to all Users of the District's potable water distribution system.

A. Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a User must execute a Service Agreement in the form attached to this Order as **Exhibit "A"**, provide proof of residency or of ownership of property in the District and valid proof of identity, including a social security number and any other personal information, as defined in Section 182.051, Texas Utilities Code.

B. Plumbing Fixtures. A User is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by a governmental entity in whose jurisdiction the District is located.

C. Prohibition Against Water Contamination. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

D. Backflow Prevention Assemblies. A backflow prevention assembly must be installed prior to the testing of any line that is connected to the District's water system. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a Multi-Family Residential User or Commercial User to install a backflow prevention assembly at any meter(s) servicing such a User's property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the User's plumbing system poses a high health hazard. A high health hazard is defined by the TCEQ as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." "High health hazard connections" may include, but are not limited to:

- (1) An irrigation system with an injection device;
- (2) A car wash;
- (3) A clinic (medical, dental, veterinary);
- (4) A film laboratory;
- (5) A laundry;
- (6) A nursing home;
- (7) A recreational facility using water; and
- (8) A school.

If the District determines that a User must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state approved plumbing code and the plumbing code, if any, required by a governmental entity in whose jurisdiction the District is located, and must be tested and certified at least annually by a District representative.

The User is responsible for ensuring that all backflow prevention assemblies are tested upon installation by a District representative, and thereafter, the District will test all backflow prevention assemblies annually. The cost of the test, per backflow assembly tested, is \$35.00 for a Single-Family Residential User and \$100.00 for any other User; provided, however, that any additional backflow prevention assemblies are tested at the same address and same time for any User (other than a Single-Family Residential User) shall be tested at a cost of \$75.00 per each additional backflow prevention assembly. If the

District requires the installation of a backflow prevention assembly by a User in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a Backflow Prevention Assembly Test and Maintenance Report in the form attached to this Order as **Exhibit "B"** has been filed with the District.

If the District determines that a backflow prevention assembly must be installed pursuant to this Order for reasons other than to eliminate a serious threat to the District's public water system, the User must install the backflow prevention assembly within ten (10) working days after receipt of notice from the District that such installation is required. In addition, the User must have the backflow prevention assembly tested by a District representative, as described above, so the District has a signed and dated original of a Backflow Prevention Assembly Test and Maintenance Report in the form attached to this Order as **Exhibit "B"** within five (5) working days of the installation of the backflow prevention assembly and within ten (10) working days of any subsequent repair, maintenance or testing of such assembly. If the User fails to have the backflow prevention assembly tested within this time, the District, in its discretion, may terminate service to the User pursuant to the terms of this Order. The District will retain such reports for a minimum of three (3) years.

E. Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new Users, not to exceed one inspection per each twelve-month period for Users, or new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the User. The District shall perform all customer service inspections. There is a \$25.00 charge for Single-Family Residential Users and \$50.00 charge for all other Users (commercial and builders). If the inspection is made in connection with new construction, the fee will be collected at the time the tap fee is paid.

Prior to initiating service to Users or new construction or buildings containing new plumbing fixtures, the customer service inspection must be completed satisfactorily. The District representative shall complete a Customer Service Inspection Certificate, in the form attached hereto as **Exhibit "C"**, on each such inspection and shall retain such inspection certifications for a minimum of ten (10) years. The User shall allow its property to be inspected by the District or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Order. The District or its subcontractors may, at the discretion of the District, periodically inspect a User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Order.

F. Prohibition Against Cross-Connections. No cross-connection between the

District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the TCEQ. By accepting service from the District, all Users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any User refuses to allow such annual inspection and testing, service to such User will be discontinued until such inspection and testing is completed.

No connection which allows water to be returned to the District's potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District's potable water distribution system, circulated through a User's system for condensing, cooling and heating of fluids or industrial processes, including, but not limited to, a heat exchange system, and routed back to the District's potable water distribution system.

G. Notice of Unacceptable Plumbing Practices. The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer service inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the User shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within ten (10) working days of receipt of notice of the improper cross-connection. The User shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

H. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in this Order, immediately terminate service or, at the User's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

SECTION 18: RETURNED ITEMS

Users who tender checks for payment of any fees listed in this Order and whose checks are returned unpaid to the District, or Users who participate in the automatic bank draft program

and who do not have sufficient funds available on the payment date, shall be charged a \$25.00 fee, in addition to any and all other fees and charges due, to cover the District's cost of handling. If such User's account also is more than thirty (30) days delinquent, the account shall be scheduled for termination and notice thereof shall be given as provided in this Order. In such event, payment for the amount due on such account must be in the form of cashier's check or money order. Users who tender checks for payment of any fees listed in this Rate Order and whose checks are returned unpaid to the District two (2) times within six (6) months, or Users who participate in the automatic bank draft program and who do not have sufficient funds available on the payment date two (2) times within six (6) months will be required to make all future payments of fees in the form of cashier's check or money order until notified otherwise by the District. Such a User also may be required by the District to increase its deposit to two (2) times the usual required amount.

SECTION 19: REQUIREMENTS FOR SERVICE

A. Platting Requirement. Prior to initial connection to the District's water, sewer, or drainage system, a User shall submit to the District's operator proof that the User's property has been platted in accordance with the subdivision ordinances of the City of Houston, as required by Chapter 212 of the Texas Local Government Code. Acceptable proof of platting includes a copy of the recorded plat or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

B. Permits. Any applicant requesting connection to the District's system must have obtained all necessary permits from Fort Bend County. The District may require proof that a permit has been obtained or that Fort Bend County has waived the requirement for such permit.

C. Plumbing Material Restrictions.

(1) Prohibition on Use of Specified Materials. The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after May 17, 1994:

a. Any pipe or pipe fitting which contains more than 0.25% lead; and

b. Any solder or flux which contains more than 0.2% lead.

D. Approval of Plans and Facilities.

(1) No service will be provided to any User unless and until the water, sanitary sewer and drainage facilities constructed to serve the property for which service is sought have been approved by the District's engineer.

(2) Before any connection, other than an existing Single-Family Residential User

connection, is made to the District's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit three (3) sets of plans to the District's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require re-approval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this Section.

E. Easements. Before service is commenced to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

SECTION 20: CAR WASH FACILITIES REQUIREMENTS

In addition to other applicable requirements of this Order, a car wash facility is required to utilize a water recycling system and at least one (1) sampling well for use by the District in testing water quality, as determined and approved by the District's engineer and Operator.

SECTION 21: DISCHARGES TO THE STORM DRAINAGE SYSTEM

Pursuant to Title 30, Chapter 311 of the Texas Administrative Code and Title 40, Chapter 122 of the Code of Federal Regulations, the District adopts the following storm sewer regulations, which apply to all users of the District's storm sewer (the "Storm Sewer Users"). In addition, the regulations are included and adopted as part of the implementation of the District's Storm Water Management Plan ("SWMP") and provide for detection, regulation and elimination of illicit discharges to the small municipal storm sewer system ("MS4") and compliance with the General Permit.

A. Construction Site Operator Responsibilities.

(1) **Compliance with TPDES General Permit No. TXR040260 (the "General Permit").** The Construction Site Operator (as defined in the General Permit) is required to be compliant with the General Permit issued by the TCEQ. A storm water pollution prevention plan (the "SWPPP") with a narrative, a site plan, and proposed Best Management Practices ("BMPs") (as such term is defined in the General Permit) must be prepared at least seven (7) days prior to commencement of soil disturbing activities or as required by the General Permit. The construction site operator will be responsible for providing qualified personnel to conduct all inspections required by the General Permit and for the implementation and regular maintenance of all BMPs listed in the SWPPP as required under the General Permit.

(2) **Other Construction Site Operator Responsibilities.** The Construction Site

Operator is responsible for the management, SWPPP compliance, and compliance with this Order by all of its contractors, subcontractors, trades, suppliers, and agents.

- (3) **Post-Construction Runoff.** Plans for redevelopment or new development greater than or equal to one (1) acre must be approved by the District's engineer. The plans must adequately address post-construction runoff. This includes use of Structural Controls (as such term is defined in the General Permit) as well as non-structural controls.
- (4) **Failure to Comply.** Failure of a Construction Site Operator to comply with the provisions of this Order will be considered a violation of this Order and will subject the construction site operator to penalties as outlined below:
 - (a) Failure to obtain permit coverage under the General Permit: \$1,000 fine
 - (b) Failure to prepare a SWPPP as required under the General Permit: \$500 fine
 - (c) Failure to install or adopt or maintain BMPs: \$100 fine per incident*

*The District reserves the right to charge the Construction Site Operator for any and all expenses incurred while correcting the deficiencies listed in any Notice of Violation issued pursuant to this Order.

(5) **Penalty for Violation.** The failure of a Construction Site Operator to comply with the terms of this Section will be considered a violation of this Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole discretion, may, in addition to all other legal remedies available to it, including those remedies set out in this Order, immediately terminate service or, at the Construction Site Operator's sole cost and expense, install or repair the BMPs necessary to correct the cause of the notice of violation. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or when additional safeguards have been taken and all fines/penalties have been resolved. Any and all expenses associated with the enforcement of this Section shall be billed to the Construction Site Operator.

B. District Responsibilities.

- (1) **Construction Site Inspection.** The District may perform construction site inspections within its boundaries. The District may issue a notice of inspection ("Notice of Inspection") if there are deficiencies found with any BMP described in the SWPPP. If seven (7) or more days pass and the issues listed in the Notice of Inspection have not been addressed, the District will issue a notice of violation ("Notice of Violation") for all outstanding deficiencies. The District, in its sole discretion, may have the deficiencies repaired at the Construction Site Operator's expense.

- (2) **Illicit Discharge Inspection.** The District will perform inspections of Storm Sewer User activity that may pose a serious threat to the integrity of the District's waters or storm drainage system. A Notice of Violation will be issued to the Storm Sewer User responsible for the illicit discharge. The District, at its sole discretion, may have the illicit discharge remedied at the Storm Sewer User's expense.

C. District Storm Sewer User Responsibilities.

- (1) **Storm Sewer User Responsibilities.** If a User discharges any unauthorized material, including, but not limited to, grass clippings, into a storm sewer within the District, the District has the right to either fine the User pursuant to Section 22 of this Order or disconnect water service pursuant to Section 49.212(c) of the Texas Water Code and Section 13 of this Order. No downspouts, yard or street drains, or gutters will be permitted to be connected to the District's sanitary sewer facilities. Swimming pools, spa drains, overflow piping and filter backwash piping connections will be made to the District's sanitary sewer system.

- (2) **Illicit Discharge.** Only runoff composed entirely of storm water or certain allowable non-storm water shall be discharged into the District's storm sewer system. Other discharges are not authorized. A list of allowable non-storm water discharge is as follows:

- (a) water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- (b) runoff or return flow from landscape irrigation, lawn irrigation and other irrigation utilizing potable water, groundwater or surface water sources;
- (c) discharges from potable water sources;
- (d) diverted stream flows;
- (e) rising ground waters and springs;
- (f) uncontaminated ground water infiltration;
- (g) uncontaminated pumped ground water;
- (h) foundation and footing drains;
- (i) air conditioning condensation;
- (j) water from crawl space pumps;
- (k) individual residential vehicle washing;
- (l) flows from wetlands and riparian habitats;
- (m) dechlorinated swimming pool discharge;
- (n) street wash water;
- (o) discharges or flows from fire-fighting activities (fire-fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);

- (p) other allowable non-storm water discharges listed in 40 CFR 122.26(d)(2)(iv)(B)(1);
- (q) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (MSGP) or the General Permit; and
- (r) other similar occasional incidental non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

(3) **Detection and Elimination.** The District's consultants may perform random testing and/or inspection when the District has reason to believe that an illicit connection to the District's storm sewer system exists or that an illicit discharge to the District's storm sewer system is occurring. The cost of such inspection will be the sole responsibility of the Storm Sewer User. In connection with the inspection, the Storm Sewer User shall allow its property and/or the property under its control to be inspected by the District's consultants during normal business hours for possible illicit connections to the District's storm sewer system and other unacceptable discharges to the District's storm sewer system which violate this Order. Thereafter, the District may, at its sole discretion, periodically inspect a Storm Sewer User's drainage system during normal business hours for the purpose of identifying possible illicit connections and other unacceptable discharges which violate this Order.

(4) **Failure to Comply.** The failure of a Storm Sewer User to comply with these Storm Sewer User Responsibilities will be considered a violation of this Order and will subject the Storm Sewer User to penalties as outlined below:

(a) **Notice of Violation for Illicit Discharge to District Facilities:** \$1,000 fine per notice. In addition, the District reserves the right to charge the Storm Sewer User for any and all expenses incurred while correcting the deficiencies listed in the Notice of Violation.

(5) **Penalty for Violation.** The failure of a Storm Sewer User to comply with the terms of this Section will be considered a violation of this Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole discretion, may, in addition to all other legal remedies available to it, including those remedies set out in this Order, immediately terminate service or, at the Storm Sewer User's sole cost and expense, install the fixtures or assemblies necessary to correct the illicit connection or unacceptable discharge. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken and all fines/penalties have been paid. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

SECTION 22: MISCELLANEOUS PROVISIONS

A. **Future Adjustments.** The District reserves the right to increase rates and fees from time

to time when, in the opinion of the Board, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's facilities.

B. No Free Service. No free service shall be granted to any User for water or sewer services furnished by the District, whether such User is a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein.

C. Penalties for Violation. Any User who:

- (1) violates any Section of this Order; or
- (2) makes unauthorized use of District services or facilities; or
- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- (4) disposes unauthorized material into the District's storm sewer system; or
- (5) uses or permits the use of any septic tank or holding tank within the District; or
- (6) swims in any District drainage facility; or
- (7) violates the District's Sewer Rules; or
- (8) constructs facilities or buildings which are not included in the approved plans for development described in this Order; or
- (9) violates the District's Order Adopting Drought Contingency Plan; Providing for Implementation and Enforcement Thereof; Providing Penalties for Violations; and Containing Other Provisions Related to the Subject, or
- (10) occupies a building that receives water and/or sewer service from the District without either (i) owning title to such building, or (ii) occupying such building pursuant to a valid, written lease agreement,

shall be subject to a penalty of up to \$5,000.00 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law.

D. Maintenance and Repair of User Facilities. It shall be the responsibility of each User to maintain the water and sewer lines from the building served to the point of connection to the District's system (the "User Facilities"). Leaks must be repaired within five (5) days of the leak occurring and proof of such repair must be provided to the District. In the case of sanitary sewer line repairs, the User must schedule an inspection of the repaired line prior to backfill. In the event the District notices a water or sewer leak at a connection and determines, in the interest of public health and safety, that such leak poses a health hazard, the District shall send a notice to the User ordering repair of the leak within five (5) days or such other time frame deemed appropriate by the District for the situation. If the leak is not repaired within the time frame set out in the notice, the District has the right (but not the obligation) to make the needed repairs and backcharge the User's account

for the cost thereof; provided, however, that the District will not replace or otherwise reimburse the User for landscaping or other items that are located in a District easement or a public right-of-way and removed in order to effectuate the repairs or otherwise damaged during the repair process. If the District does make the repairs, such repair work will be warranted for a maximum of two (2) years from the date of the repair.

If neither the User nor the District makes the repair, the User's account will be subject to disconnection of service in accordance with Section 13 for the User's failure to repair the leak. In addition, failure to pay billed backcharges will result in termination of service in accordance with Section 13.

E. Maintenance and Repair of District Facilities. Any repairs made by the District to an item on the District side of the point of connection and that effects the connection to the residential line will be warranted for a maximum of two (2) years from the date of the repair.

F. Out-of-District Service. The Board shall, in its sole discretion, determine whether to provide any utility service to areas outside of the District, the terms and conditions for such service, and the fee to be charged for such service. The fee to be charged to out-of-District users (unless otherwise determined by the Board in its sole discretion) shall be equal to the average residential District tax bill for the current tax year

G. Illegal Dumping on District Property. No person or entity may deposit, dispose of or dump material of any kind on District property. Any such activity will be considered a violation of this Order and will subject such person or entity to a \$1,000 fine per notice and a charge for any and all expenses incurred while removing the illegally dumped material from the District's property.

In addition, if the District determines the illegal dumping constitutes a serious threat to the integrity of the District's water supply or a District facility, the District, in its sole discretion, may, in addition to all other legal remedies available to it, including those remedies set out in this Order, immediately terminate utility service. Utility service will be restored only when the illegally dumped materials have been removed and all fines/penalties have been paid. Any and all expenses associated with the enforcement of this Section shall be billed to the offending party.

SECTION 23: EFFECTIVE DATE; SUPERSEDING ORDER

This Order shall become effective as of the 3rd day of August, 2023, unless otherwise provided herein, and shall then supersede all previous Rate Orders adopted by the Board.

[SIGNATURE PAGES FOLLOW]

PASSED AND APPROVED August 3, 2023.

/s/ Glenn Farley

By: _____

Name: Glenn Farley

Title: President, Board of Directors

ATTEST:

/s/ Dan Turner

By: _____

Name: Dan Turner

Title: Secretary, Board of Directors



EXHIBIT "A"

SERVICE AGREEMENT

1. **PURPOSE.** Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas (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 Service Agreement.

2. **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 water to be returned to the public drinking water supply, is permitted.

 - D. No pipe or pipe fitting which contains more than 0.25 % lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.

 - E. No solder or flux, which contains more than 0.2 % lead, can be used for the installation or repair of plumbing at any connection, which provides water for human use.

3. **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 Customer and/or the premises are connected to the District's water system.

- B. Customer shall allow its/his/her property to be inspected for possible cross-connections, potential contamination hazards 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. Other potential contamination hazards or other unacceptable plumbing practices exist; or after any major changes to the private water distribution/plumbing facilities. The inspections shall be conducted during the District's normal

business hours.

- C. The District shall notify Customer in writing of any cross-connection, other potential contamination hazard or other unacceptable plumbing practice, which has been identified during the initial inspection or the periodic reinspection.
 - D. Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards and correct any unacceptable plumbing practice on its/his/her premises.
 - E. Customer shall, at its/his/her 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.
 - F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.
4. **ENFORCEMENT.** If Customer fails to comply with the terms of this Agreement, the District shall, at its option, 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 Agreement shall be billed to Customer.

CUSTOMER'S SIGNATURE: _____

Date: _____

Address: _____

EXHIBIT "B"

Texas Commission on Environmental Quality BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

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

NAME OF PWS:	Fort Bend County Municipal Utility District #25
PWS ID#:	0790130
PWS MAILING ADDRESS:	10347 Clodine Road, Richmond, Texas 77407
PWS CONTACT PERSON:	
ADDRESS 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):			
<input type="checkbox"/>	Reduced Pressure Principle (RPBA)	<input type="checkbox"/>	Reduced Pressure Principle-Detector (RPBA-D) Type II <input type="checkbox"/>
<input type="checkbox"/>	Double Check Valve (DCVA)	<input type="checkbox"/>	Double Check-Detector (DCVA-D) Type II <input type="checkbox"/>
<input type="checkbox"/>	Pressure Vacuum Breaker (PVB)	<input type="checkbox"/>	Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer:	Main:	Bypass:	Size:	Main:	Bypass:
Model Number:	Main:	Bypass:	BPA Location:		
Serial Number:	Main:	Bypass:	BPA Serves:		

Reason for test:	New <input type="checkbox"/>	Existing <input type="checkbox"/>	Replacement <input type="checkbox"/>	Old Model/Serial #
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the assembly installed on a non-potable water supply (auxiliary)?				<input type="checkbox"/> Yes <input type="checkbox"/> No

TEST RESULT	Reduced Pressure Principle Assembly (RPBA)			Type II Assembly	PVB & SVB	
	DCVA		Relief Valve	Bypass Check	Air Inlet	Check Valve
	1 st Check	2 nd Check***				
PASS <input type="checkbox"/> FAIL <input type="checkbox"/>						
Initial Test Date: Time:	Held at [] psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at [] psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at [] psid Did not open <input type="checkbox"/>	Held at [] psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at [] psid Did not open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> /No <input type="checkbox"/>)	Held at [] psid Leaked <input type="checkbox"/>
Repairs and Materials Used**	Main: Bypass:					
Test After Repair Date: Time:	Held at [] psid Closed Tight <input type="checkbox"/>	Held at [] psid Closed Tight <input type="checkbox"/>	Opened at [] psid	Held at [] psid Closed Tight <input type="checkbox"/>	Opened at [] psid	Held at [] psid

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

Differential pressure gauge used:	Potable: <input type="checkbox"/>	Non-Potable: <input type="checkbox"/>
Make/Model:	SN:	Date tested for accuracy:

Remarks:	

Company Name:	Fort Bend County Municipal Utility District #25	Licensed Tester Name (Print/Type):	
Company Address:	10347 Clodine Rd Richmond, Tx 77407	Licensed Tester Name (Signature):	
Company Phone #:	281-277-0129	BPAT License #	
		License Expiration Date:	

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

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

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

EXHIBIT "C"

Texas Commission on Environmental Quality Customer Service Inspection Certificate

Name of PWS:	Fort Bend County Municipal Utility District #25
PWS ID #:	0790130
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

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		
<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead 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 <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

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 Insp.:	/

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

EXHIBIT "D"

FORT BEND COUNTY MUD NO. 25

TEMPORARY CONSTRUCTION WATER PERMIT

Date of issuance: _____ Contractor: _____

Business Phone _____ Contact Person: _____

Cellular Number: _____ Deposit Amount: _____

Mailing Address: _____

Location of Water Usage: _____

Type of Construction: _____

The Contractor issued this Permit has paid the required deposit and is authorized to use water for its construction project in the District. The water meter issued under this Permit will be subject to a monthly rental charge as follows: \$25.00 for a 5/8" meter, \$37.50 for a 1" meter, \$50.00 for a 2" meter, \$150.00 for a 3" meter, for each thirty (30) day period or portions thereof that this Permit is in effect. Applicable sales tax will be added to all rental charges. In addition, actual water usage will be charged on a monthly basis as follows: (1) a \$50.00 one-time setup fee; and (2) \$3.00 per 1,000 gallons of water delivered through the meter. The Contractor agrees to call in the meter reading to the District at (281) 277-0129 between the 15th and 20th of each month to allow for accurate billings

The Contractor is responsible for damage or loss to the meter, other equipment issued under this Permit and any and all District facilities utilized in connection with this Permit, including, but not limited to, any hydrants used by the Contractor.

A \$500.00 deposit is required to be made to the District in connection with this Permit. Upon receipt of full payment for water used, the return of the meter and other issued equipment in good condition and the repair of any District facilities damaged during the term of this Permit, the deposit will be returned; provided, however, that any damage to the meter and other District facilities and equipment or unpaid balances will be deducted from the deposit. Failure to report meter readings for two (2) months can result in forfeiture of deposit. The Contractor agrees that the water meter and other equipment issued under this Permit remain the property of the District

CONTRACTOR: WILL ENSURE THAT NO DIRECT CONNECTION BETWEEN THE PUBLIC DRINKING WATER SUPPLY AND A POTENTIAL SOURCE OF CONTAMINATION EXISTS. POTENTIAL SOURCES OF CONTAMINATION WILL BE ISOLATED FROM THE PUBLIC WATER SYSTEM BY AN AIR GAP OR AN APPROPRIATE BACKFLOW PREVENTION ASSEMBLY IN ACCORDANCE WITH STATE PLUMBING REGULATIONS.

THIS PERMIT MUST REMAIN AT THE USAGE LOCATION FOR INSPECTION BY DISTRICT PERSONNEL. FAILURE TO SHOW THIS PERMIT MAY RESULT IN FORFEITURE OF THE DEPOSIT.

Meter Type: _____

Meter Size: _____

Meter Serial Number _____

Meter reading at time issued: _____

Date Returned: _____

Meter reading at upon return: _____

Returned by: _____

Date Returned: _____

Fire Hydrant Wrench Issued? Yes No (**\$35.00 fee if not returned**)

Contractor Representative

Fort Bend County MUD No. 25 Representative

Signature of person returning meter

Printed Name of person returning meter