

ROMAN FOREST PUBLIC UTILITY DISTRICT NO. 3

AMENDED AND RESTATED ORDER ESTABLISHING POLICY AND RATES
FOR WATER AND WASTE COLLECTION, RULES AND
REGULATIONS GOVERNING SEWER HOUSE LINES, SEWER CONNECTIONS,
AND WATER MAIN CONNECTIONS (“Rate Order”)

<u>TABLE OF CONTENTS</u>	<u>PAGE NO.</u>
I. Definitions	1
II. General Provisions	3
A. Customers Not Entitled to Specific Quantity or Pressure of Water	3
B. Water Connections Generally.....	3
C. Plumbing Restrictions.....	3
D. Unauthorized Practices.....	4
E. Backflow Prevention Devices.....	5
F. Plumbing Material Restrictions; Service Inspection Certifications	6
G. Plumbing Code	7
H. Monitoring Plan	7
I. Connection to District's System.....	7
J. Request for District Services.....	7
K. Termination of Service Upon Request of Customer.....	8
L. Termination of Service Upon Initiative of District.....	8
M. Maintenance of Private Sewer Facilities.....	10
III. Connections to District's Waterworks and Sanitary Sewer System.....	10
A. Connections Made and Inspected by District Operator	10
B. Private Septic Systems.....	10
C. Payment of Tap Fees	10
D. Tap Fees	10
E. Community Customers	12
F. Commercial Water and Sewer Tap Charges	12
G. Nontaxable Entity Customers.....	12
H. Residential Irrigation Water Tap Charge.....	12
IV. Requirements of Homebuilders.....	12
A. Builder Deposit	12
B. Use of Deposit.....	13
V. Water and Sewer Service.....	13
A. Deposit.....	13
B. Use of Deposit.....	14
C. New Service Connection Fee.....	14
D. Rates	14
E. Regulatory Assessment.....	15
VI. Delinquent Accounts.....	15
VII. Discontinuation or Restoration of Service.....	15
VIII. Rules and Regulations Governing Sewer Lines, Sewer Connections and Water Main Connections	16
IX. Grease Traps	16

	A.	Requirements for Grease Traps	16
	B.	Periodic Inspection and Fees	17
X.		General Policies	18
	A.	Definition of Unit.	18
	B.	All Services Charged.....	18
	C.	Other Utilities	18
	D.	Penalties for Violations	18
	E.	Backcharges	18
	F.	Charges for Returned Checks	19
	G.	Meters: Title, Tampering, Maintenance, Setting.....	19
	H.	Restricted Zone.....	20
XI.		Severability.....	20
Exhibits			
		Public Utility District 3 Retail Service Agreement.....	Exhibit A
		Backflow Prevention Assembly Test and Maintenance Report	Exhibit B
		Customer Service Inspection Certificate.....	Exhibit C
		Rules and Regulations Governing Sewer House Lines and Sewer Connections and Water Main Connections	Exhibit D

AMENDED AND RESTATED ORDER ESTABLISHING POLICY
AND RATES FOR WATER AND WASTE COLLECTION, RULES AND REGULATIONS
GOVERNING SEWER HOUSE LINES, SEWER CONNECTIONS, AND WATER MAIN
CONNECTIONS (“Rate Order”)

I.

DEFINITIONS

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

- A. “Commercial Customer” or “Commercial connection” shall mean and include any customer or connection to the District’s system(s) which is determined by the District to be one other than a single family residence or townhouse, Community Customer, or Irrigation Customer.
- B. "Community Customer" shall mean those consumers which, through the procedures described herein, the District shall determine are not commercial or residential; but which represent characteristics of community benefit. Community Customers shall include, but shall not be limited to, homeowner associations and recreational areas.
- C. "Cross Connection" shall mean a physical connection or other arrangement through which a potable water system may be contaminated by back siphonage or backflow.
- D. "Customer" or "Resident" shall mean occupant of a single family residential structure within the area of the District, whether the owner, renter or lessee thereof.
- E. "Delinquent Bill" shall mean a bill for water and/or waste collection and disposal service which has not been paid by the 20th of the month following the month during which the services were rendered.
- F. "Irrigation Customer" shall mean a customer whose meter is designated for irrigation purposes and connected to and serves only as a device or system for irrigation.
- G. "Nontaxable Entity" shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.
- H. "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.
- I. "Residential connection" shall mean and include any single family residence or townhouse. There can be only one house per platted lot.

- J. "Separate connection" shall mean each residential unit occupied by a separate family or person, including separately metered apartments, townhomes or multiplexes within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
- K. "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.
- K. "Unacceptable plumbing practices" shall mean practices not accepted by or which are in violation of the Uniform Plumbing Code.
- L. "Unauthorized Usage" shall mean the intentional or unintentional receiving of water and or/ sewer service from the District without making prior application and receiving approval of such use, as required herein; or the reestablishment of water or sewer service by someone other than a duly authorized District representative.
- M. "Waste Collection" shall mean sanitary sewer service as provided through the District's sanitary sewer collection system.

II.
GENERAL PROVISIONS

- A. Customers not entitled to specific quantity of pressure of water. Water Customers 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 of pressure of water.
- B. 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 service- water pipe.
- C. Plumbing restrictions. The following Unacceptable Plumbing Practices are prohibited:
 - (1) 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.
 - (2) 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.

- (3) No connection which allows water to be returned to the public drinking water supply is permitted.
- (4) No pipe or pipe fitting which contains more than 0.25% lead, or such other minimum standard as may be established by the EPA or TCEQ may be used for the installation or repair of plumbing at any connection which provides water for human use.
- (5) 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, can be used for the installation or repair of plumbing at any connection which provides water for human use.
- (6) No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.
- (7) To ensure that neither Cross Connections nor other Unacceptable Plumbing Practices are permitted, each new Customer and each Customer 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.

D. Unauthorized practices.

- (1) 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.
- (2) 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 Customers shall allow their property to be inspected for possible Cross Connections and other Unacceptable Plumbing Practices. The District shall notify the Customer in writing of any Cross Connection or other Unacceptable Plumbing Practice which has been identified during an initial inspection or any periodic reinspection. The Customer shall immediately correct any Unacceptable Plumbing Practice on its premises.
- (3) 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.

- (4) The District may invoke the procedure described in Section III. of this Order to discontinue water service to a Customer in the event such Customer 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 District, 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.
- (5) The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code Section 290.47(i) or any amended or successor regulation thereto, 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 Customers 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 Section 290.44 (h). The District is not required to follow the provisions of Section VII. when terminating water service under this Section II.D.(5).
- (6) 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 Customer 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 for the restoration of service.

E. Backflow Prevention Devices.

- (1) In the event that the District, in its sole discretion, requires a Customer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Customer shall, at its own expense, properly install, test and maintain according to Texas Commission on Environmental Quality rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Customer 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 VII. of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Customer all expenses relating thereto.
- (2) All backflow prevention assemblies that are required according to 30 Texas Administrative Code 290.44 (h) and 290.47 (i) 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 tested. If tested by the Operator, the District shall charge the Customer 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 "B" must be completed by the recognized backflow prevention assembly tested and submitted to the District.

(3) Test results must be retained for a minimum of three years.

F. Plumbing Material Restrictions; Service Inspection Certifications. No new connections to the District's water system 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 "C" 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. If a customer service inspection is performed by a qualified person not employed by the Operator, the District shall charge an administration fee of \$25.00 for each certification, whether for residential or commercial construction.

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, 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.

The service inspection shall be conducted in a manner so as to determine accurately the type of materials used and the integrity of the water lines in a home and shall include a complete inspection of the plumbing within such home. Each plumbing service inspection shall be conducted in three (3) phases, each of which must have satisfactory results in order to justify issuance of the Service Inspection Certificate. The three (3) phases of the plumbing service inspection shall occur:

- (1) Before the slab is poured;
 - (2) After the exterior walls are set, and the interior plumbing is complete, but before the sheetrock or interior walls are up; and
 - (3) After all building and plumbing is in place. This will include water and sewer service lines and taps and all irrigation piping. The lines must remain exposed to allow for inspection.
- G. 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.
- H. Monitoring Plan.
- (1) Legal Authority. 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. The District's operator is authorized and directed to 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) Plan and Purpose.
 - (a) 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.
 - (b) The Operator shall maintain a copy of the current Monitoring Plan at a central location and shall update the Monitoring Plan in accordance with the rules of the Commission. A copy of the Monitoring Plan shall be provided to Roman Forest Consolidated MUD.
- I. 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 Customer 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. There can be only one house per platted lot.
- J. Request for District services. A new or existing Customer must request District services by contacting the Operator at least two (2) days prior to the date such services are requested.

The required deposit and connection fee(s) must be paid at the time the application for new service is made.

K. Termination of service upon request of Customer. Whenever a Customer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, he shall notify the District's Operator at least two (2) days prior to the time he desires such service discontinued.

L. Termination of service upon initiative of District.

(1) The District may terminate water service to a Customer:

- (a) at any time after a Customer's bill becomes delinquent as defined in Subsection I.D. above;
- (b) upon the occurrence of an event described in Subsections II.D.(4), IIE., or X of this Order;
- (c) 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
- (d) 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 Customers or the public.

(2) Except for termination of service upon the occurrence of an event described in Subsections II.D.(5) or XG.(2) of this Order, notice to the Customer shall be made as follows:

- (a) At least ten (10) days prior to termination of a Customer's service pursuant to this Section, a notice shall be delivered to the Customer advising the Customer of termination of service pursuant to this Section.
- (b) Delivery of the notice shall be considered complete upon deposit of the notice in the United States mail, postage prepaid, addressed to the Customer at his last known mailing address.
- (c) The notice shall include:
 - (i) a statement that service will be terminated;
 - (ii) the date of termination; and
 - (iii) the reason for termination.

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

- (iv) a statement that in the event the Customer desires to object to a delinquent bill on account of clerical error or other billing irregularity, then the Customer 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. (name, address and telephone number of District's utility operator), 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.

- (3) Adjustment of bill by designated representative:
 - (a) The District's designated representative for purposes of this Section is the District's billing and collections firm.
 - (b) The designated representative is authorized to receive and consider Customer objections presented in accordance with Subsection VII(2) (c) (4) and to make adjustments in a Customer's billing to correct clerical errors or other billing irregularities.
 - (c) The designated representative is not required to make an adjustment in any particular case; any Customer objection received pursuant to this Section and not adjusted by the designated representative to the satisfaction of the Customer shall be referred for a hearing in a meeting of the Board of Directors.

- (4) Hearing before Board of Directors:
 - (a) In the event a Customer objection is referred to the Board pursuant to Subsection ILL. (3) (c), the termination of service shall be held in abeyance until further order of the Board.
 - (b) The Customer 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 will consider the Customer objection.
 - (c) At such meeting, the Board shall consider all matters set forth by the Customer and take such action, including termination of service, as it deems advisable.

- (5) The Customer must pay the full balance due on the account, the Delinquent Notice Fee described in Section VI, the discontinuation and restoration fees described in Section VII, and the applicable Customer deposit required in Section V.A. of this Order in advance of restoration of service when service has been terminated pursuant to this Section. The reconnection charge shall be due, whether or not service has actually been terminated, if the Operator has traveled to the Customer's location for the purpose of terminating service pursuant to this Section. The operator shall have the right to refuse to accept a cash payment at the Customer's location.

M. Maintenance of private sewer facilities. All customers receiving water and/or sewer service from the District that own private sewer facilities, including specifically but without limitation, lines, clean-outs, lift stations, force mains, and temporary sludge holding tanks, shall be required to operate, maintain, and repair same in accordance with the requirements of all regulatory agencies with jurisdiction, including specifically but without limitation, Roman Forest Consolidated, Montgomery County, Texas Department of Health, and the Texas Commission on Environmental Quality, and generally accepted good operating practices. The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner/consumer in advance, to enter upon any tract or premises within the District to inspect or make necessary investigations to identify violations of applicable regulations or operating practices. Further, in the event of the failure of the landowner/ consumer to perform the maintenance or repair to such private sewer facilities as requested by the District within a reasonable period of time, the District shall be authorized to enter upon the tract or premises to perform such maintenance or repair. The District may bill and collect from any person who violates the terms of this Section any costs or expenses incurred by the District as a result of such a violation plus an administrative charge of 20% of the aforementioned costs, as well as any penalties which may be imposed.

III.

CONNECTIONS TO DISTRICTS
WATERWORKS AND SANITARY SEWER SYSTEM

A. Connections Made and Inspected by District Operator. All water taps from main water line to water meter, sanitary sewer line taps from main sewer line to easement line, and inspections of the water service line and sanitary sewer service line from the foundation of the house or commercial building to their connection with the District's tap line at the easement line or any other suitable point determined by the District, shall be made by the District's Operator.

B. Private Septic Systems. A private septic system may only be installed on a residential lot with Board approval.

C. Payment of Tap Fees. Any party desiring a connection to the District's water and/or sanitary sewer system, must pay the water tap fee, sanitary sewer tap fee, inspection fees and any unpaid standby fees at the time of application to the District for such tap fees to be made. No connection shall be made or service rendered until such fees are paid.

D. Tap Fees. The water connection, sanitary sewer connection and inspection fees shall be as follows:

<p>¾-inch single family residential tap, including meter and box without road bore.*</p>	<p>\$1,250.00</p>
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3/4 inch single family residential tap, including meter and box with 2 lane road bore.*	\$1,550.00
3/4-inch single family residential tap, including meter and box with 4 lane road bore.*	cost plus 75%
*Builder's Fee (per 3/4-inch single family residential)	\$1,500.00
Nontaxable Entity, including meter and box	cost plus 200%
Commercial Customer, including meter and box	cost plus 200%
Water service line Inspection Fee (if an Inspection is made and not approved, an additional fee will be charged on each additional inspection)	\$75 (Each Inspection)
Sanitary sewer tap (without road bore)	\$1,250.00
Sanitary sewer tap (with road bore and/or District's main line extension)	cost plus 75%
Nontaxable Entity sanitary sewer tap	cost plus 200%
Commercial Customer sanitary sewer tap	cost plus 200%
Sanitary sewer service line Inspection Fee (If an Inspection is made and not approved, an additional fee will be charged on each additional Inspection)	\$75 (Each Inspection)
Customer Service Inspection (If any phase of inspection is not approved, additional inspections will be made until Satisfactory and customers will be billed At District's cost)	\$250 for all three phases listed in Section II.F.
Pool inspection	\$100 (Each Inspection)
System Improvement Capital Recovery Fee	\$8,300.00 (due at time

(applicable to any lot/property reflected on Exhibit "D" as of the date of this Rate Order

of application for as service)

- E. Community Customers. Every consumer requesting water and/or sewer service from the District under the Community Customer classification shall so notify the District. The District will review the request and determine whether the consumer falls within the Community Customer classification. For each designated Community Customer, the charges for connections to the District's water distribution system, sewer tap inspection fees, tap charges, 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 costs and the community benefit involved.
- F. Commercial Customers. Every consumer requesting water and/or sewer service from the District under the Commercial Customer classification shall so notify the District. The District will review the request and determine whether the consumer falls within the Commercial Customer classification. For each designated Commercial Customer, the charges for connections to the District's water distribution system, sewer tap inspection fees, tap charges, 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 costs and the benefit involved.
- G. Nontaxable Entity Customers. Every consumer requesting water and/or sewer service from the District under the Nontaxable Entity classification shall so notify the District. The District will review the request and determine whether the consumer falls within the Nontaxable Entity classification. For each designated Nontaxable Entity, the charges for connections to the District's water distribution system, sewer tap inspection fees, tap charges, 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 costs and the benefit involved.
- H. Residential Irrigation Water Tap Charge. Each residential Irrigation Customer shall be charged for every tap or connect to the District's water system to be used solely for irrigation purposes as follows: $\frac{3}{4}$ inch single-family residential irrigation tap without road bore - \$500.

IV.

REQUIREMENTS OF HOMEBUILDERS

- A. Builder Deposit. Each builder of homes within the District shall establish an individual deposit of \$1,000.00 or an umbrella deposit of \$2,500.00 with the District. Such deposit shall be either (1) an individual deposit paid for each location at which the builder is constructing a home or; (2) an umbrella deposit covering all homes the builder is building or intends to build within the District. Such individual deposit shall be returned after all required inspections are completed, except as provided herein below. Such umbrella deposit

shall be returned at completion of the builder's building program and after all required inspections are completed, except as provided herein below.

- B. Use of Deposit. The cost of any repairs to water, sanitary or storm sewer lines or systems in the District necessitated by builder negligence shall be billed by the District's Operator to the builder responsible therefor. The cost of any additional inspections after the first inspection of water or sewer service lines or system shall be billed by the District's Operator to the builder responsible therefor. If at any time a builder with an individual deposit does not pay such bill within 30 days from the date of invoice, such builder will forfeit the deposit for such location. If the amount of such bill is greater than the amount of the deposit, the builder must pay the difference. If the builder fails to do so within 30 days from the date of invoice, the District shall make no additional taps for such builder until such invoice is paid in full. The umbrella deposit will be applied against any such bill which remains outstanding 30 days after invoice. If the balance of the umbrella deposit is less than 50% of the total original amount of such deposit, the District's Operator shall invoice the difference to the builder. If such invoice is not paid within 30 days of the date thereof, the District shall make no additional taps for such builder until such invoice is paid in full.

V.

WATER AND SEWER SERVICE

- A. Deposit. A security deposit of \$150.00 shall be collected on all new residential connections or reconnections in the District from those persons who own or are purchasing such residences. A security deposit of \$300.00 shall be collected on all new residential connections or reconnections in the District from those persons who are renting or leasing such residences. Such deposits shall be payable at the time application for service is made. If a residential Customer's service has been disconnected because of delinquency, an additional deposit of \$75.00 will be charged and collected in each instance before service is restored; however, in no event shall the total deposit exceed \$500.00. A security deposit equal to two (2) months' water and sewer service charges shall be collected for each Commercial connection that is separately metered. The commercial deposit shall be based upon historical usage if the connection has had prior usage, or in the case of a new connection, the commercial deposit shall be based upon the District's reasonable estimate of usage for a connection of that size. If a Commercial Customer's service is disconnected because of delinquency, an additional deposit equivalent to 100% of the existing deposit will be charged and collected before service is restored. The deposit shall be refundable when a Customer moves from the District, contingent upon the Customer's providing proof of payment of all bills owed the District. If a residential Customer moves from one residence to another within the District and has established a good history of payments during the preceding five years, then the security deposit on the former residence shall be transferred to the new residence, and the Customer shall not be required to make an additional security deposit.

- B. Use of Deposit. At any time a Customer is delinquent in paying any bills of the District assessed pursuant to this Order, the District may transfer any deposit or part thereof to its operating fund to pay such bills and may require that such deposit be replenished by the amount of the then-current deposit. If such customer has not established a deposit with the District, then the District may require that a deposit be made by the Customer pursuant to Section V.A. of this Order.
- C. New Service Connection Fee. The District shall charge a connection fee in the amount of \$50.00 for each new service request. The service connection fee is non-refundable.
- D. Rates. The following rates and charges for the sale of water and collection and disposal of waste, or either, shall be in effect within the District from the effective date of this Order.

(1) MONTHLY WATER SERVICE RATES

<u>Single family residential</u> <u>(units with separate meter)</u>	For first 2,000 gallons of water used	\$40.00(minimum charge)
	All over 2,000 gallons of water used	\$4.50/each 1,000 gal.
<u>All Customers other than</u> <u>Single family residential</u>	For first 2,000 gallons of water used	\$40.00(minimum charge)
	All over 2,000 gallons of water used	\$4.50/each 1,000 gal.

(2) MONTHLY RATES FOR RESIDENTIAL SANITARY/WASTE COLLECTION

<u>Each single family residential unit,</u> <u>Community Customer,</u> <u>Commercial Customer,</u> <u>and Nontaxable Entity Customer</u>	Base Rate	\$50.00
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(3) MONTHLY RATES FOR RESIDENTIAL IRRIGATION CUSTOMERS

Each Residential Irrigation Customer furnished with water service through a separate meter shall be charged the following monthly water service rates: Residential \$4.50 per 1,000 gallons of water used (no minimum)

(4) SAN JACINTO RIVER AUTHORITY ASSESSMENT

The District shall assess and collect from each customer that receives retail water from the District a San Jacinto River Authority assessment equal to their current approved rate for usage of 0.001 and all over, plus ten percent (10%). District shall list the assessment as a separate item on Customer utility bills.

(5) WATER, WASTEWATER TREATMENT, AND IRRIGATION SERVICE TO FIRE DEPARTMENT(S)

For water and wastewater treatment service provided to any fire department(s) serving the District, the District shall charge a Nontaxable Entity Customer rate as noted above. Fire hydrant water used specifically for fire suppression purposes during a fire event will not be billed. Irrigation Customer Services shall be charged at the following rate: \$4.50 per 1,000 gallons of water used (no minimum).

FIRE HYDRANT METER RATES AND USAGE

Any person or entity using water from a fire hydrant must first contact the District Operator and obtain a meter so that the amount of water used may be determined accurately. The District Operator shall install the meter on the fire hydrant. For all persons requesting the use of water from a fire hydrant, *other than* a fire department or other authorized governmental entity, a deposit will be required if the District approves the request. The deposit amount will be calculated by the Operator and will be based upon the estimated amount of usage disclosed by the requesting person or entity. The deposit must be paid prior to use of the District's water. The District can discontinue the use of hydrant water at any time and will notify the user of the reason for termination. Water used will be charged at the rate of \$15.00 per 1,000 gallons used or fraction thereof. Fire hydrant meters may only be used by any one person or entity for a temporary basis not to exceed 10 business days. Should any person or entity request hydrant water usage for a period exceeding 10 business days, approval must be granted by the Board. NO PERSON OTHER THAN THE DISTRICT OPERATOR OR EMERGENCY SERVICES PERSONNEL SHALL OPEN OR CLOSE A FIRE HYDRANT.

- E. Regulatory Assessment. The District shall assess and collect from each Customer 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 list the regulatory assessment as a separate item on Customer utility bills. The District shall remit such regulatory assessments to the Texas Commission on Environmental Quality in the manner required by law.

VI.

DELINQUENT ACCOUNTS

The District shall bill each Customer monthly, including back charges, and all bills shall become delinquent if not paid by the first of the month following the month during which the services were rendered. A penalty of 10% will be added to all delinquent bills. Customers with accounts that have become delinquent shall be given written notice of the District's intent to terminate service in accordance with the procedures in Section VII. of this Order. Such written notice shall be printed and mailed as soon as practicable after the penalty date and shall provide that payments must be made within ten (10) days after the date of the delinquent notice. Upon the Customer's failure to pay the bill after the delinquent letters are mailed and after the 10th day after the date of the notice has passed, a hand delivered notice shall be left on the front door of the residence or business being served as notification of termination of service. Upon delivery of this notice, the Customer shall be charged \$30.00 (Delinquent Notice Fee). Any inquiries concerning the delinquent bill shall be directed by the Operator to the billing company if the Operator is not the billing company. Prior to termination, response shall be made to all inquiries concerning the delinquent bill, and an adjustment shall be made if appropriate. If such delinquent accounts remain unpaid, the security deposit may be utilized.

VII.

DISCONTINUATION OR RESTORATION OF SERVICE

In the event of any discontinuation, restoration, or transfer of service, whether because of a Customer's delinquency or at a Customer's request, the District shall charge a fee of \$50.00 for each occurrence. Termination of service will occur after the following: (1) notice to the Customer is provided indicating the delinquent amount owed and the expected date of termination if not paid in full or a payment plan entered into by the Customer; and (2) one calendar week plus three (3) additional days has passed (a total of ten (10) days) from the date the notice is provided. Payments plans will be provided to delinquent Customers who are scheduled for service termination and who request a payment plan, subject to the following conditions: (1) no longer than four (4) months; (2) no less than \$100 per month payable towards the delinquency and associated fees; (3) the recurring monthly bill shall also be paid in full (in addition to the payment plan amount); (4) any associated delinquency, notice, termination, and similar fees shall be included in the payment plan and paid per the payment plan schedule; and (5) any default on the payment plan (whether in the amount paid, date received, or otherwise) and any default in payment of the recurring monthly bill shall be considered a subsequent default and a breach of the payment plan agreement, warranting either payment in full due immediately or termination of service upon three (3) days' notice to the Customer.

VIII.

RULES AND REGULATIONS GOVERNING SEWER LINES SEWER CONNECTIONS AND WATER MAIN CONNECTIONS

The Board hereby reaffirms its adoption of the Order Adopting Rules and Regulations Governing Sewer Lines, Sewer Connections and Water Main Connections, which are described in Exhibit "D" attached hereto and incorporated herein for all purposes, except as such Rules and Regulations may be amended hereby.

IX. GREASE TRAPS

A. Requirements for grease traps

- (1) Any Commercial Customer serving or preparing food, or any other Customer Responsible for discharges containing grease or waste containing grease in excessive amounts, or oil, sand, flammable waste or other harmful ingredients shall install and maintain an approved grease trap.
- (2) Any Customer responsible for discharges requiring a trap shall, at its own expense and as required by Roman Forest Consolidated MUD, construct and install a grease trap to include equipment and facilities of a design type and design capacity approved by the District's operator, City engineer and by the City Director of Public Works, or other equivalent officer. Such Customer shall install the trap in a manner that provides easy access for cleaning and inspection and shall maintain the trap in effective operating condition continuously thereafter. The trap shall be inspected by the District's operator during construction and upon completion. A final inspection shall be made by all interested parties before any service connections are made.
- (3) Upon the effective date of this Order, any person who is responsible for a discharge for which a grease trap is required pursuant to this Order and who does not have an approved grease trap in place shall have 120 days after the effective date within which to construct and install the required trap and secure necessary approvals pursuant to this Order.

B. Periodic inspection and fees

- (1) The Operator or other duly authorized representative of the District shall be authorized to conduct periodic inspections of all grease traps within the District that are subject to this Order to ensure that grease traps are being maintained in effective operating condition and that all necessary manholes, inspection chambers and related facilities are being maintained and are fully operational.

- (2) In the event a grease trap or any related facilities are found in an unserviceable condition or in need of cleaning or maintenance, the Operator or other duly authorized representative of the District shall give written notice to the person responsible for the discharge for which the grease trap is required advising such person of the deficiencies and requesting prompt attention to the matter. The Operator shall conduct such follow-up inspections as may be necessary, until the grease trap is in effective operating condition.
- (3) The District may invoke the procedure described in Section ILL. of this Order to discontinue water service to a tract or establishment in the event the Customer or proprietor of said tract or establishment either(!) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the Operator, the board of directors or other duly authorized representative of the District to correct any condition found to be in violation of the District's requirements for installation, maintenance and operation of the grease traps.
- (4) A monthly charge of \$75.00 shall be made against each person responsible for a discharge for which a grease trap is required pursuant to this Order. The charge (monthly grease trap fee) shall defray the District's expense of periodic inspections of grease traps as provided in this Order. If, in the sole opinion of the Operator, follow-up inspections are required because the grease trap is found to be in unserviceable condition or in need of cleaning or maintenance, a reinspection fee of \$75.00 per visit shall be charged.

X.
GENERAL POLICIES

- A. Definition of Unit. Each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building, shall be deemed to be a separate unit for the purposes of this Order.
- B. All Services Charged. At no time shall the District render water, sanitary sewer and/or waste collection and disposal services without charge to any person, firm, corporation or organization.
- C. Other Utilities. The District's policy shall be to cooperate fully with other utility companies during the installation of underground cables or aboveground poles or other structures in easements or rights-of-way used by the District for its water supply and sanitary sewer collection lines. Upon request by other utilities or any utility coordination committee, the Operator shall provide plans detailing the location of all District facilities before other utilities begin construction. The Operator shall coordinate with other utilities during any

construction or installation of other utilities' facilities to insure that the District's facilities are protected from damage.

- D. Penalties for Violations. Pursuant to the authority granted by Sections 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties for the breach 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, currently, up to \$10,000.00, 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.
- E. Backcharges.
- (1) The District recognizes that operation and maintenance of the District's water system and sanitary sewer system requires service calls, investigation and repairs, including excavation, throughout the area of the District. The District further recognizes that District Customers observe and report conditions such as water leaks, sewer stoppages and the like, which indicate possible problems with District water or sewer facilities. Customers are encouraged to report such conditions to the District Operator.
 - (2) The cost of any repairs to District water lines or sanitary sewer lines, including the cost of service calls made in response to Customer reports, shall be borne by the District.
 - (3) The cost of repairs, if any, incurred as a result of a leak or other malfunction of a Customer water service line or Customer sewer service line plus an administrative charge of 20% of the aforementioned costs shall be billed to the Customer. In addition, the Customer shall be charged the cost of any service calls initiated by the Customer after the initial service call, if as a result of the initial service call, the Customer was notified that the repair was the Customer's responsibility.
 - (4) The cost of any repairs to District facilities which are damaged by any person plus an administrative charge of 20% of the aforementioned costs shall be billed to the person causing the damage.
- F. Charge for Returned Checks. The District shall charge a fee of \$35.00 for each check issued for payment of utility service bills which is returned to the District by a bank due to insufficient funds. The District will maintain a file on returned checks and will require a

Customer with more than two returned checks within six months to pay all subsequent bills with cashier's check or money order for a period of one year.

G. Meters: Title, tampering, maintenance, setting.

- (1) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.
- (2) No person other than a duly authorized agent of the District shall tamper or in any way interfere with the meter, meter box, service line, or other water and/or sewer system appurtenance, except that a Customer may open the meter box to read the meter or turn off the Customer's water supply in the event of an emergency. The District reserves the right immediately and without notice to remove the meter or disconnect water service to any Customer whose meter has been tampered with, to assess repair charges to such Customer plus a tampering fee of \$100.00
- (3) The District shall maintain, repair and replace all meters and appurtenances in connection therewith at its cost.
- (4) A Customer may request a re-read of the Customer's meter to confirm the accuracy of the meter reading and billing, and, upon such request, the Operator shall promptly make another reading of the meter. If a variance or error in the original meter reading is determined, then the District will bear any cost of the re-read. If the original reading is found to have been correct, the Customer will bear the cost of the re-read in the amount of \$40.00.
- (5) All meters shall be set by employees or agents of the District.

H. Restricted Zone. Intentionally Omitted.

XI. SEVERABILITY

If any provision, section, sentence, clause or phrase of this Order is held for any reason to be invalid, such invalid portion shall not affect the validity of the remaining portions of this Order.

The resident 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.

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PASSED AND ADOPTD this 1st day of May, 2023.

ROMAN FOREST PUBLIC UTILITY
DISTRICT NO. 3

/s/ RuthAnn Rawlins

President, Board of Directors

ATTEST:

/s/ Anna Jane Hornaday

Secretary, Board of Directors

(SEAL)



EXHIBIT "A"

ROMAN FOREST
PUBLIC UTILITY DISTRICT NO. 3
RETAIL SERVICE AGREEMENT

I. **PURPOSE.** Roman Forest Public Utility District No. 3 (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the District will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS.** The following unacceptable 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, or such other minimum standard as may be established by the EPA or TCEQ 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 percent lead, or such other minimum standard as may be established by the EPA or TCEQ, can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District and the undersigned (the "Customer").

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.

- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the District or its designated agent prior to initiating new service; when there is reason to believe that cross connections or other potential contamination hazards exist; or after any major changes to the private water distribution 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 potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards 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 the 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 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, service line or other component part of the water and sewer system. Violation of the District's rules and policies applicable to the system is punishable by fines or other penalties up to \$10,000.00, 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.

CUSTOMER'S SIGNATURE

DATE: _____

Name: _____

Address: _____

Telephone No.: _____

EXHIBIT "B"

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 ASSEMBLY

- | | | | |
|--------------------------|----------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | Reduced Pressure Principle | <input type="checkbox"/> | Pressure Vacuum Breaker |
| <input type="checkbox"/> | Double Check Valve | <input type="checkbox"/> | Atmosphere Vacuum Breaker |
| <input type="checkbox"/> | Dual Check Valve | <input type="checkbox"/> | Not Needed at this Address |

Manufacturer _____ Size _____
 Model Number _____ Located At _____
 Serial Number _____

Is the assembly installed in accordance with manufacturer recommendation and/or local codes?

-	Reduced Pressure Principle Assembly	Pressure Vacuum Breaker			
			Relief Valve	Air Inlet	Check Valve
-	Double Check Valve Assembly <input type="checkbox"/> Dual Check Valve Assembly <input type="checkbox"/>				
-	1st Check	2nd Check	-	Opened at _____ psid	_____ psid
Initial Test	DC-Closed Tight _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight _____ psid RP- _____ psid	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

Test gauge used: Make/ Model _____ SN: _____ Tested for Accuracy Date: _____
Remarks: _____

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

Firm Name: _____ Certified Tester Print) _____
Firm Address: _____ Certified Tester (Signature) _____
Firm Phone #: _____ Cert. Tester No. _____

Date: _____

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

EXHIBIT "C"
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 Certificate of Compliance on File

FOR DISTRICT USE ONLY

(1)	No direct connection between the District's water supply system and a potential source of contamination exists. Potential sources of contamination are isolated from the District's water supply system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	No cross-connection between the District's water supply system and private water system exists. Where an actual air gap is not maintained between the District's water supply system and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	No connection exists which would allow the return of water used for condensing, cooling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	or industrial processes back to the District's water supply system			
(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	No plumbing fixture is installed which is not in compliance with a State approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks:

Signature of Inspector

Registration Number

Date

Type of Registration