

## **AMENDED RATE ORDER**

WHEREAS, Kaufman County Fresh Water Supply District No. 1-D (the “District”) operates a water, sewer, and drainage system to provide service to residential and commercial establishments within the District; and

WHEREAS, the Board of Directors deems it necessary to amend the rate order; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D THAT:

Section 1.     Definitions.   The following words or phrases shall have the meanings indicated below:

- A.     “Construction Site Operator” – means any party performing soil disturbing activities within the District. This includes developers, builders, contractors, subcontractors, and all trades.
- B.     “Single Family Residential User” - means a user of the District’s water and sewer system which consists of one residence designed for use and occupancy by a single family unit.
- C.     “Irrigation User” - means a user of the District’s water system whose metered water connection is authorized by the District and established solely for the purpose of providing water to an irrigation system.
- D.     “Multifamily Residential User” - means any user of the District’s water and sewer system which consists of apartments or multi-family dwelling units.
- E.     “Non-Single Family Residential User” or “NSFRU” - means any user of the District’s water and sewer system other than a Single Family Residential or Multi-Family Residential User, including, but not limited to, commercial establishments, recreational facilities, clubs, irrigation users and Non-Taxable Users.
- F.     “Public Space User” - means any user of the District’s System for public or homeowner association esplanades, recreational areas or green spaces (“Public Spaces”).
- G.     “Non-Taxable User” - means a user of the District’s water and sewer system other than Single Family Residential Users, Multi-Family Residential Users, or Non-Single Family Residential Users, including, but not limited to churches and schools, that are not subject to taxation by governmental entities.
- H.     “Storm Sewer User” - means a user of the District’s storm drainage system, including, without limitation, construction site operators.

- I. “ESFC” or “ESFCs” - means Equivalent Single Family Residential Connection. Prior to initial connection of any user other than a Single Family Residential User, an Irrigation User, a Public Space User, and a Storm Sewer User, the District’s engineer shall calculate the number of ESFCs for the first year. Following the first year of service or, the next January following initial connection, the District shall recalculate the number of ESFCs for such users based on actual usage. For purposes of this calculation, each 10,000 gallons of water used shall be considered to equal one (1) ESFC. However, the number of ESFCs will be rounded upwards to the nearest 10,000 gallons. For example, 31,000 gallons equals 4 ESFCs, or 33,000 gallons equals 5 ESFCs. ESFCs will be re-calculated by the District annually in January of each year based upon actual usage for the prior year.

Section 2. Tap and Inspection Fees.

A. Single Family Residential User.

- (1) Prior to connection to the District’s water and/or sewer system, a District Facility Charge in the amount shown in **Exhibit “A”** shall be paid to the District to cover the cost of installing the tap, meter and necessary service lines, and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the installation (the “installation costs”).
- (2) At least forty-eight (48) hours prior to the initial inspection of a residential driveway, the User shall complete and submit to the District the Driveway Application attached hereto as **Exhibit “F”**. The initial inspection shall be required upon completion of steel and formwork, prior to any concrete being poured at the site. A final inspection will also be required after the concrete pour. The District Facility Charge reflected in **Exhibit “A”** includes the \$250 application fee referenced on the form of Driveway Application. If re-inspection is required, a fee of \$150 per inspection should be paid to the District’s Operator at the time of the final approval.

B. Non-Single Family Residential Users.

- (1) For Non-Single Family Residential Users with a meter size up to 1.5”:
  - (a) Prior to connection to the District’s water and/or sewer system, a District Facility Charge in the amount shown in **Exhibit “A”** shall be paid to the District to cover the cost of installing the tap, meter and necessary service lines, and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the installation.
  - (b) At least forty-eight (48) hours prior to the initial inspection of a driveway, the User shall complete and submit to the District the Driveway Application attached hereto as **Exhibit “F”**. The initial inspection shall be required upon completion of steel and formwork,

prior to any concrete being poured at the site. A final inspection will also be required after the concrete pour. The District Facility Charge reflected in **Exhibit “A”** includes the \$250 application fee referenced on the form of Driveway Application. If re-inspection is required, a fee of \$150 per inspection should be paid to the District’s Operator at the time of the final approval.

(2) For Non-Single Family Residential Users with a meter size larger than 1.5”:

- (a) Prior to connection to the District’s water system, a tap fee shall be paid to the District equal to the actual cost of installing the tap, meter and necessary service lines, and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the installation (the “Installation Costs”) plus two (2) times the installation costs. The District’s operator will notify the User of the Installation Costs.
- (b) Prior to connection to the District’s sanitary sewer system, a tap fee shall be paid to the District equal to the actual cost of installing the tap and necessary service lines and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the Installation Costs plus one (1) times the Installation Costs. The District’s operator will notify the User of the Installation Costs.
- (c) At least forty-eight (48) hours prior to the initial inspection of a driveway, the User shall complete and submit to the District the Driveway Application attached hereto as **Exhibit “F”**. The initial inspection shall be required upon completion of steel and formwork, prior to any concrete being poured at the site. A final inspection will also be required after the concrete pour. The \$250 driveway application fee shall be included in the Installation Costs calculated by the District’s Operator. If re-inspection is required, a fee of \$150 per inspection should be paid to the District’s Operator at the time of the final approval.

C. Non-Taxable Users/Public Space Users.

- (1) Non-Taxable and Public Space Users shall pay a tap fee equal to the District’s actual cost of installing the tap, meter and any necessary service lines plus (i) any Installation Costs, and (ii) the District’s actual cost of the facilities necessary to provide District services to the Non-Taxable or Public Space 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 of Directors) (the “Non-Taxable or Public Space User Installation Costs”). The District’s operator, together with the District’s consultants, will determine the Non-Taxable or Public Space User

Installation Costs, which will then be approved by the Board of Directors and sent to the User.

- (2) Prior to connection to the District's System, a tap fee for sanitary sewer service shall be paid to the District equal to the District's actual cost of installing the sewer tap plus the Installation Costs shall be paid to the District. The District's operator will notify the User of the Installation Costs.
- (3) Prior to construction, Non-Taxable and Public Space Users will submit the materials specified under the District Facility Charge listed in **Exhibit "A"** for review, approval and permitting to comply with building codes then in force. No construction will be allowed to commence until all permitting and payment of fees are complete as approved by the District's directors.

- D. Sewer Connection Inspection. All connections to the District's sewer system shall be made in accordance with the plumbing guidelines described in Section 5 below, and Texas Commission on Environmental Quality ("TCEQ") rules and regulations, as appropriate. All connections to the District's sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event a connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated until the line is uncovered and so inspected. Water service shall not commence until the connection has been installed in accordance with the District rules prescribed herein.
- E. Drainage System Connection. Before any connection is made to the District's water, sewage or drainage systems, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the drainage plans for the property for which the connection is sought. Such plans shall clearly show the estimated volume of water and the points of connection to the District's drainage system. A copy of such approved drainage plan with the engineer's approval indicated thereon shall be submitted to the District's operator. Any modification of such drainage plan 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.
- F. Pre-Facility Inspection. All property owners, builders or contractors for property owners within the District must contact the District's operator to do an inspection to verify District facilities prior to starting any construction or improvement on property within the District. If any District facility is either damaged or cannot be located, the District's operator will make necessary repairs to the damaged facility or locate the covered facility and make the facility visible at the expense of the District. A copy of the inspection will be given to the property owner's, builder's or contractor's representative. After the inspection and any necessary work is completed, the property owner, builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey, as hereinafter defined.

- G. Facility Inspection. Immediately upon completion of the construction on the property, but before service is transferred to a User, the District's operator will conduct a final inspection of the property to re-inspect the water tap, meter and all other District facilities on the property for a fee. The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities which have occurred since the pre-facility inspection and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any inspection or re-inspection fees, shall be made on or before the 30th day after the 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 the Backcharges or any inspection or re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Order prior to withholding the provision of service.
- H. Signage. Signage shall not be allowed on any District owned property or along District trails or parks. Further, any allowed signs shall be kept neat and tidy and shall not be blown into any District storm sewer inlet or ditch. In such event failure to pick up a blown sign shall be considered a violation of the District's Rate Order.
- I. Irrigation Systems. Prior to connection to the District's water system, a tap fee in the amount shown on **Exhibit "A"** shall be paid to the District for installation of an irrigation system that has been authorized by the District and that is to be used solely for the purpose of providing landscape irrigation.

Section 3. Plumbing Material Restrictions. The use of the following plumbing materials are prohibited in any and all improvements connected to the District's water system:

- A. Any pipe or pipe fitting which contains more than a weighted average of 0.25% lead; and
- B. Any solder or flux which contains more than 0.2% lead.

Section 4. Account Transfer Fee. A fee in the amount shown on **Exhibit "A"** shall be charged by the District to cover the expense to the District of the transfer of water, sewer and garbage services from the builder of any housing unit to its initial occupant and to each subsequent occupant. This fee shall cover the establishment of an account to provide service to the new occupant. The transfer fee shall be billed to each new occupant as an item on that customer's first monthly bill for water, sewer, and/or garbage service.

Section 5. Plumbing Regulations; Prohibition against Cross-Connections and Unacceptable Plumbing Practices; Penalty for Violation.

Pursuant to Chapter 290 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 Rate Order as **Exhibit "D"**.
- 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 the city 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. 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 Non-Single Family Residential 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." 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 the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. A

list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly 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 Rate Order as **Exhibit "E"** has been provided to the District's operator.

If the District determines that a backflow prevention assembly must be installed pursuant to this Rate 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 five (5) working days after receipt of notice from the District that such installation is required. In addition, the User must provide the District's operator with a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as **Exhibit "E"** within three (3) working days of the installation of the backflow prevention assembly and within three (3) working days of any subsequent repair, maintenance or testing of such assembly. If the User fails to provide the testing certificate within this time, the District, in its discretion, may terminate service to the User pursuant to the terms of this Rate Order. The District's operator 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 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. For a Single Family Residential User, a licensed plumber, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a certified waterworks operator holding an endorsement from the TCEQ may perform this customer service inspection. For all other types of service, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a certified waterworks operator holding an endorsement from the TCEQ may perform the inspection. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the User must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Rate Order as **Exhibit "C"**. The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the District's operator does not perform the initial customer service inspection, the User will need to obtain a final inspection

certificate from the District's operator prior to receiving service. In connection with this final plumbing inspection, the User shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. The cost of this final plumbing inspection shall be included in the District Facility Charge for single family residential Users and will be determined on an individual basis for other Users. The cost of this final inspection shall be paid by the User prior to the final plumbing inspection. Thereafter, the District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, 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 Rate Order.

- F. Automated Meters. The District has contracted with Neptune Technology Group ("Neptune"), to provide access to certain services related to a hosted, on-demand, web-based service website (the "Neptune Portal") providing metering and water usage service information communicated through a cellular network (the "Neptune Service"). Users with automated meters acknowledge that they are "Authorized Users" under the District's contract with Neptune (the "Neptune Contract"), and that they are subject to all terms, conditions and restrictions set forth in the Neptune Contract. Without limiting the generality of the foregoing, Users with automated meters who access the Neptune Portal or use the Neptune Service must agree to comply with the Neptune Meter Terms of Use Policy and the Neptune Meter Privacy Policy. A User's violation of or failure to fully comply with the Neptune Contract, the Neptune Meter Terms of Use Policy and the Neptune Meter Privacy Policy, or any requirements thereunder shall constitute a violation of the Rate Order. A copy of the Neptune Contract is available for review upon request.
- G. 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.



- H. 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, the final plumbing 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 two (2) 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.
- I. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Rate 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 Rate 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 6. Solid Waste Disposal Service included in Monthly Usage Charge. Solid waste collection, disposal and recycling services will be provided to customers within the boundaries of the District. Each customer shall accept such services, which shall be included within their individual monthly usage charge. The rates for solid waste collection service may be adjusted from time to time pursuant to the District's contract for such services.

Section 7. Law Enforcement Patrol Services included in Monthly Usage Charge. Law enforcement and patrol services will be provided to customers within the boundaries of the District. Each customer shall pay a monthly law enforcement patrol charge. The law enforcement patrol charge shall be included in the monthly usage charge. The law enforcement patrol charge may be adjusted from time to time pursuant to the District's contract for such services.

Section 8. Water Rates.

A. User Connections.

Each User (other than a Public Space User) of the District's water system shall be charged for service on a monthly basis according to the volume of water used and in accordance with the schedule attached as **Exhibit "B"**.

B. Public Space User

In order to promote conservation of the District's water supply, Public Space Users shall pay an increased rate to be set by the District if the District determines the Public Space User's water usage is excessive, inefficient, and/or wasteful.

Section 9. Sewer Rates.

A. User Fees. After initial occupancy, each User within the District shall be charged for sewer service on a monthly basis in accordance with **Exhibit "B"**.

B. Occupancy. For purposes of determining the applicable monthly charge for sewer service, a multi-family residential or non-residential building will be deemed occupied at such time as the building is completed and opened for occupancy.

Section 10. Regulatory Assessment. Pursuant to Senate Bill No. 2, passed by the 72<sup>nd</sup> Texas Legislature, 2<sup>nd</sup> Special Session, a regulatory assessment charge of one-half of one percent of retail water and sewer charges will be added to the customer's monthly billing. The assessments will be remitted by the District to the Texas Commission on Environmental Quality ("TCEQ") and are to be used by the TCEQ in performing its regulatory duties and in providing technical assistance and training to utilities.

Section 11. Monthly Bills and Termination.

A. Charges for all District services shall be billed monthly. All bills shall be due on the 5th day of the month following the date of the statement for said charges (the "Due Date"). Unless payment of the monthly bill is received on or before the Due Date, or payment of any back charges is received on or before the 30th day after the date of the invoice, such account shall be considered delinquent and a one-time late charge equal to ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect service for failure to pay all charges, back charges, including any late charges, and damages to the District's Administration Building, within 60 days of the Due Date. The District may also disconnect service if a User discards Unauthorized Material, as defined in Section 10 below, into the storm sewer system, pursuant to Texas Water Code § 49.212(c); provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the User or entity at the appropriate address and provide the User or entity with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the User or entity of the amount of the delinquent

payment, the date service will be disconnected or additional service withheld if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The District will charge a termination letter fee in the amount shown on **Exhibit “A”** to each User or entity receiving a written termination 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 ten (10) days prior to the date of the scheduled meeting of the Board of Directors. 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 or entity appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User or entity of the Board’s determination by sending written notice by United States first class mail to the User or entity at the appropriate address.

- B. Any person, corporation or other entity who violates any provision of this Order, in addition to being subject to the penalties described in Section 35 below, shall be subject to having service terminated; provided, however, that prior to disconnecting service for such violations, the District shall give written notice by first class mail or otherwise, to such person, corporation or other entity, of the pending disconnection, and shall give such person, corporation or other entity the opportunity to contest, explain or correct the violation of the Order at a meeting of the Board of Directors of the District. Such disconnection shall be in addition to fees that may be imposed by the District as shown on **Exhibit “A”**.
- C. If service to a User is disconnected for nonpayment of charges or back charges or for any cause legally authorized, a disconnection fee plus a security deposit, in the amounts shown on **Exhibit “A”**, payable in accordance with this Order shall be paid prior to service being restored. Payment of fees and charges under this Section must be in the form of cash, cashier’s check or money order.
- D. In the event that the District’s operator removes a User’s meter due to unauthorized reconnection of service subsequent to termination of services by the District, a reinstallation fee and tampering fee in the amount shown on **Exhibit “A”** shall be paid prior to service being restored..

Section 12. Drainage Facilities and Unauthorized Materials. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, owns and operates a drainage ditch, detention ponds, and storm sewer system (collectively, the “Drainage Facilities”). It is essential that the District maintain the Drainage Facilities and ensure that they are kept clear of any objects or debris that may block them and interfere with their intended purpose. The District’s Drainage Facilities are solely allowed to carry storm water rainfall and anything deposited into such system shall be unauthorized. Anyone who disposes, or is responsible for the disposal, of trash, household or other hazardous materials, construction materials or debris, chemicals, other debris, or grass, tree and yard clippings, or

anything else prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, or that might potentially impede the free flow of storm water runoff (“Unauthorized Materials”) in the Drainage Facilities or the District’s Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may assess a penalty against the violator or disconnect the User’s water service to collect such penalty for such violation under this Section, Section 9 above, and Section 35 below.

Section 13. Security Deposit. A deposit in the amount shown on **Exhibit “A”** shall be received from each User on or before the Due Date for the User’s first monthly bill for District water and sewer service. Prior to any reconnection following termination of service, additional deposits in the amounts shown on **Exhibit “A”** shall also be required. When the User’s account is final and not transferred to another location in the District, any funds remaining on deposit for such User, after payment of any amount owing on such account, shall be refunded to the User.

Section 14. Builder Security Deposits.

- A. Service Deposits. Security deposits for temporary service for builders of residential and commercial property shall be included in the District Facility Charge and will be refundable upon written request after service has been transferred to the User and all applicable back charges and re-inspection fees have been paid.
- B. Damage Deposits. Upon first application for a connection, builders of residential and commercial property shall pay a security deposit in the amount of \$500 (the “Damage Deposit”). The Damage Deposit is solely to secure the payment of costs to repair any District facilities damaged by such applicant builder or other parties during the construction of a house, building or other improvement on the applicable property. The applicant builder shall be held responsible for any such damages to District facilities and shall reimburse the District for all costs incurred in repairing such damages. After inspection by the District’s operator, the District may utilize the Damage Deposit to pay for any repairs to the District facilities made necessary by the applicant builder’s construction activities. If the Damage Deposit is not sufficient to pay for such damages, the builder shall pay such outstanding balance due. No additional connections to the District’s system shall be permitted relative to any such builder who has outstanding damages. If any builder is building more than one house, building or other improvement within the District, the Damage Deposit shall remain at \$500 at all times for such builder, and if the District utilizes a portion or all of the Damage Deposit to repair applicable damages, such builder shall pay to the District the amount(s) necessary to again have a \$500 Damage Deposit. The District shall refund the Damage Deposit upon completion of the last house, building or other improvement to be constructed within the District by the applicable builder and final inspection by the District’s operator. No interest will be paid by the District on the Damage Report.

Section 15. Additional Payment Options. Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to, online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area retail locations. Certain payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Order.

Section 16. Returned Check Fee. The District will charge a fee in the amount \$30.46 to any customer for each check given to the District for payment that must be returned for any reason.

Section 17. Termination of Service upon Request of Consumer. Whenever a User requests that water, sewer and garbage services be temporarily disconnected such User shall notify the District's operator at least two (2) days prior to the day service is to be discontinued. Charges in the amounts shown on **Exhibit "A"** shall be charged to User for discontinuing service and restoring service where such service is discontinued or restored at the request of the User.

Section 18. Quality of Sewage.

- A. 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 subsection (B) below.
- B. Commercial and Industrial Waste. All discharges other than waste described in subsection (A) 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:
  - (1) Name and address of applicant;
  - (2) Type of industry, business, activity, or other waste-creative process;
  - (3) Quantity of waste to be discharged;
  - (4) Typical analysis of the waste;
  - (5) Type of pretreatment proposed; and
  - (6) 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. The District also shall have the right in approving any application for the discharge of non-domestic waste 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.

- C. 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.
- D. District Testing; Pretreatment. The District shall have the right to sample and test any User's discharge at the discretion of the District's operator, 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 subsection (C) above.
- E. Excluded Flow and Waste.
  - (1) No waste material which is not biologically degradable will be permitted to be discharged into the District's sanitary sewage facilities, including mud and debris accumulated during service line installation. If a resident discharges any unauthorized material, including but not limited to grass clippings, into a storm sewer, the District has the right to either fine the resident or disconnect their water service pursuant to Texas Water Code § 49.212(c) and as stated in Section 35 below.
  - (2) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
  - (3) Swimming pool and spa drains, overflow piping, and filter backwash piping connections will be made to the sanitary sewer system.

#### Section 19. Discharges to the Storm Drainage System.

##### A. Construction Site Operator Responsibilities:

- (1) Compliance with TPDES General Permit No. TXR150000. The construction site operator is required to be compliant with TPDES General Permit No. TXR150000 (the "General Permit") issued by TCEQ. A storm water pollution prevention plan (the "SWPPP") with a SWPPP 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. A Notice of Intent (NOI) (as such term is defined in the General Permit) must be submitted by

the Construction Site Operator to the TCEQ 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 General Permit required inspections by qualified personnel and 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 rate order compliance of all of their 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 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 these construction site operator responsibilities will be considered a violation of this Rate Order and will subject the construction site operator to penalties as outlined below:
  - (a) Failure to obtain permit coverage under the General Permit:  
**\$1000 Fine**
  - (b) Failure to prepare a SWPPP as required under the General Permit:  
**\$500 Fine**
  - (c) Notice of violation (a “Notice of Violation”) for failure to install 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 the Notice of Violation.

- (5) Penalty for Notice of Violation. The failure of a Construction Site Operator to comply with the terms of this section will be considered a violation of the Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District’s surface waters, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in this Rate 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 surface waters, 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 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 the District's boundaries. The District may issue a notice of inspection (a "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 noted in the Notice of Inspection have not been addressed, the District will issue a Notice of Violation for all outstanding deficiencies. The District, at its sole option, 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 option, may have the illicit discharge remedied at the Storm Sewer User's expense.

C. District Storm Sewer User Responsibilities:

- (1) Storm Sewer User Responsibilities. 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 Storm Sewer Users.
- (2) Illicit Discharge. Only runoff composed entirely of storm water or certain allowable non-storm water shall be discharged to the District's storm sewer system. Other discharges are not authorized. A list of allowable non-storm water discharge is as follows:
  - water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
  - runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
  - discharges from potable water sources;
  - diverted stream flows;
  - rising ground waters and springs;
  - uncontaminated ground water infiltration;
  - uncontaminated pumped ground water;
  - foundation and footing drains;
  - air conditioning condensation;
  - water from crawl space pumps;



- individual residential vehicle washing;
- flows from wetlands and riparian habitats;
- dechlorinated swimming pool discharges;
- street wash water;
- 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);
- other allowable non-storm water discharges listed in 40 CFR 122.26(d)(2)(iv)(B)(1);
- non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) or the General Permit; and
- other similar occasional incidental non-storm water discharges, unless 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 Rate Order. Thereafter, the District may, at the discretion of the District or the District's consultants, 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 Rate 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 Rate Order and will subject the User to penalties as outlined below:

(a) Notice of Violation for Illicit Discharge to District Facilities:  
**\$500 Fine per incident\***

\*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 the Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's waters, the District, in its sole option, may, in addition to all other legal remedies available to it, including

those remedies set out in this Rate 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 waters, 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 resolved. Any and all expenses associated with the enforcement of this section shall be billed to the User.

Section 20. Surcharge for Service. In fairness to all Users within the District, and to honor its contractual obligations and commitments, the District has the right to monitor the use of water and the discharge of sewage to determine if Users are exceeding the amount of capacity committed to serve their land or buildings. As one method of enforcement, the District has determined to reserve the right to impose a surcharge on any User who uses water or discharges sewage in excess of the amount reserved to such User or tract. Accordingly, in addition to the other charges specified herein, the District has the right to impose an additional charge of \$0.05 per gallon of water used in excess of one hundred ten percent (110%) of the amount of capacity reserved to the tract by any utility commitment letter.

Section 21. Utility Commitment Letters. Prior to any connection being made to the District's water system and/or sewer system by a NSFRU, such User shall have complied with the requirements of this Article. Any NSFRU desiring water and sewer service or a commitment for water and sewer service shall present a written request to the Board of Directors stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, describing the improvements to be constructed thereon, and shall also present schematic drawings of the proposed improvements. In addition, the party requesting the commitment shall pay the District's fees incurred by its attorney, engineer, operator and any other consultant in connection with the request. To secure payment of these fees, the requesting party shall deposit with the District the sum of \$1,500. Any deposit remaining after completion of service to the property shall be refunded, without interest. If the deposit is insufficient to pay all such fees, the District shall not allow service to the property until all such fees have been paid in full.

The Board may approve such request if it determines that allocation of the requested water and sewer capacity is in the best interests of the District, that the District has the amount of capacity requested and which is uncommitted and the allocation of such capacity will not adversely affect the District's ability to provide reasonable amounts of water and sewer capacity to other undeveloped land within the District. If the Board grants the request or a part thereof, the District's commitment shall be reflected in a letter executed by the President or Vice-President of the Board with standard provisions, including a provision that the commitment shall be valid for no longer than one (1) year unless the NSFRU actually commences construction of substantial improvements within said one (1) year period. The letter shall describe the improvements proposed to be constructed.

The Board shall not issue a letter unless it determines that all District ad valorem taxes on the tract have been paid in full.

If a party who has received a commitment letter which has expired desires to obtain a new commitment letter or an extension of time, said party must repeat the entire process described herein, including the payment of fees. If a party seeks an assignment, extension or amendment of a commitment letter, said party must complete the entire process described herein, including the payment of fees.

Any NSFRU who has received a commitment letter shall submit to the District's Engineer a certificate prepared by an engineer or architect describing the proposed improvements and the estimated water and sewer capacity required for such improvements. If the District's Engineer determines that the estimated usage is reasonable, he shall issue a written certificate to that effect. If he finds that the estimate is not reasonable, he shall so state in writing.

Prior to any water tap or sewer connections being made, the District's Operator shall require:

- (1) a copy of the commitment letter issued by the Board which has not expired;
- (2) a copy of the District Engineer's Certificate stating that the estimated usage is reasonable;
- (3) that the estimated usage approved by the District's Engineer does not exceed the amount specified in the commitment letter;
- (4) a certificate from the District's Tax Assessor/ Collector that all District taxes on the property have been paid; and
- (5) a copy of the duly approved and recorded subdivision plat.

The District's Operator shall be responsible for administering the issuance of commitment letters as approved by the Board.

Section 22. Swimming Pool Inspections and Fee. Any swimming pool or irrigation system connected to a customer's internal water system shall be required to include an appropriate and adequate backflow prevention assembly to prevent and provide protection against a health hazard. With respect to swimming pools or irrigation systems installed prior to occupancy, the District's operator shall require from any customer (including a homebuilder) evidence of results of testing and inspection of backflow prevention assemblies demonstrating compliance with applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes or regulations. With respect to swimming pools or irrigation systems installed after occupancy, the customer shall be responsible for contacting the District's operator to provide evidence or results of testing and inspection of backflow prevention assemblies demonstrating compliance with applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes or regulations. With respect to swimming pools or irrigation systems installed after occupancy, the customer shall be responsible for contacting the District's operator to provide evidence or results of testing and inspection of backflow prevention assemblies demonstrating compliance with applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes or regulations, or in the alternative to request the District's operator to perform such testing and inspection. Backflow prevention assemblies that are installed to provide protection against a

health hazard must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

Section 23. Title to Meters. Title to all District facilities including water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall vest in the District.

Section 24. Damage to Meters and Appurtenances. 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.

Section 25. Maintenance and Repair. It shall be the responsibility of each User to maintain the water and sewer lines from the point of connection to the District's water and/or sewer system to the building served.

Section 26. Easements. If an easement does not already exist, 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 repairs as the District may, in its judgment, may deem necessary.

Section 27. No Free Service. No free service shall be provided by the District to any person, organization or institution, including charitable or eleemosynary institutions, political subdivisions, or municipal corporations.

Section 28. Required Service. No service shall be given from the District's water and sewer system unless such Users agree to take water, sewer and garbage services, except in those instances where the Board in its sole discretion determines that all such services are not necessary for the preservation of the sanitary condition of water within the District.

Section 29. Unauthorized Service. Unauthorized service from the District's water, sewer and drainage system is hereby prohibited. Any costs incurred by the District in terminating unauthorized service, including the removals of the materials used in making the unauthorized connection, will be charged to the User. In addition, the District may impose a fine under Section 35 below. No service shall be provided by the District until the entire amount of the fine, legal fees and costs incurred by the District and all regular fees for service connection are paid. Unauthorized service is that obtained without the District's prior approval, inspection or installation.

Section 30. Prohibition of Septic Tanks and Holding Tanks. No septic tanks or holding tanks shall be permitted or used within the District.

Section 31. Sale or Use of Water. It shall be an unauthorized use of District services or 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.

Section 32. Obstruction. After any District facility has been set, the customer shall at all times keep the area in, around and upon the facility and District easements and property under customer's control free from rubbish or obstructions of any kind. Failure to keep the facility and District easements and property under customer's control free from rubbish or obstructions shall result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions.

Users are prohibited from introducing material into the District's sanitary sewer system which could cause obstruction of said system. In the event that an inspection by the District's operator or engineer reveals foreseeable damage to the sanitary sewer system, the District reserves the right to immediately and without notice remove the obstruction; and any District costs for removal of the obstruction shall be assessed to the User. In addition, the District reserves the right to terminate the User's service.

Section 33. Temporary Water Service. Each builder, developer or contractor within the District must utilize a fire hydrant meter assigned to the builder, developer or contractor by the District when making a temporary water connection for construction, street-cleaning, or other construction-related activities unless the District agrees otherwise. The person applying for temporary water service shall be required to deposit \$1000.00 with the District to secure payment for water supplied by the District and the safe return of the District's meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit.

Section 34. Pressure of Water. 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.

Section 35. Other Utilities. Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies shall contact the District's operator to file such companies' construction plan and schedule and to review the engineering plans illustrating the location of the District lines.

Section 36. Penalties for Violation. Any person, corporation or other entity who:

- A. violates any section of this Order; or
- B. makes unauthorized use of District services or facilities; or
- C. 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
- D. uses or permits the use of any septic tank or holding tank within the District; or

- E. violates the District's Drought Contingency Plan; or
- F. disposes Unauthorized Material into the District's storm sewer system

shall be subject to a penalty of up to \$10,000.00 and/or disconnection of water service or withholding of taps for each breach of each one 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, fees and charges provided by this Order and the laws of the State of Texas and to any other legal rights and remedies of the District as may be allowed by law.

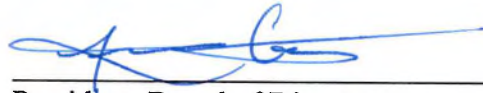
Section 37. Future Adjustments. The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation and adequate maintenance of the District's water, sewer and garbage collection system.

Section 38. Application of this Order. This Order and all of the provisions herein apply only to utility service to land within the District. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

Section 39. Effective Date. This Rate Order shall be effective January 1, 2025, and shall supersede any prior Rate Order.

[EXECUTION PAGE FOLLOWS]

ADOPTED on the 6th day of February, 2025.



\_\_\_\_\_  
President, Board of Directors

ATTEST:



\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



THE STATE OF TEXAS

§

COUNTY OF KAUFMAN

§

KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D

§

I, the undersigned Secretary of the Board of Directors of Kaufman County Fresh Water Supply District No. 1-D, certify that the attached and foregoing is a true and correct copy of the Amended Rate Order and an excerpt of the Minutes of the meeting of the Board of Directors showing adoption and passage thereof; and the original of said order and minute entry is on file in the District's office.

WITNESS MY HAND AND OFFICIAL SEAL OF THE DISTRICT this \_\_\_\_ day of \_\_\_\_\_, 2025.



Secretary

[DISTRICT SEAL]





### LIST OF EXHIBITS

- Exhibit A - Fees
- Exhibit B - Driveway Application
- Exhibit C - Rates
- Exhibit D - Customer Service Inspection Certification
- Exhibit E - Service Agreement
- Exhibit F - Backflow Prevention Assembly Test and Maintenance Report

## EXHIBIT A

### FEEES

#### SERVICE INITIATION FEE

\$30.00

Any party desiring to receive service from the District shall make an application for such, service to the District in the form approved by the Board. All applications shall be made by the record owner of the property for which service is being requested. Proof of ownership shall be furnished to the District upon request. A \$30 non-refundable service initiation fee shall be charged to each customer with the exception of builder accounts. This fee shall be included in the customer's first month's bill.

#### TRANSFER FEE

\$18.26

In the event service at an address is to be transferred from one customer to another customer name, there shall be assessed a transfer charge in the amount of \$5.00.

Single Family Residential Users and Non-Single Family Residential Users with meter up to 1.5"

District Facility Charge	\$3,900
Residential Tapping Cost (5/8")	Included in District Facility Charge
Residential Meter Cost (5/8")	Included in District Facility Charge
Residential Labor Cost (5/8")	Included in District Facility Charge
Driveway Application Fee and Inspections	Included in District Facility Charge
Electrical Permit	Included in District Facility Charge
Plumbing Permit	Included in District Facility Charge
Mechanical Permit	Included in District Facility Charge
Customer Service Inspections	Included in District Facility Charge
*Water Tap Inspection	Included in District Facility Charge
*Wastewater Tap Inspection	Included in District Facility Charge
*Building Inspections (as defined above)	Included in District Facility Charge
*Pre-Construction Inspection	Included in District Facility Charge
*Final Site Inspection	Included in District Facility Charge
<ul style="list-style-type: none"><li>• The fee for each re-inspection must be paid to the District operator at the time the re-inspection is requested. \$50.00</li><li>• Each Permit is valid for a period of six months from date of initial issuance. If construction is not begun said six-month period, then a re-permitting fee of \$1,000 will be due and payable before construction can commence.</li></ul>	

**FEE TO MAIL NOTICE OF DELINQUENCY TO USER**

\$18.26

**TAMPERING FEE**

\$75.00

In the event the user or customer or their agent restores the water or sewer, after service has been disconnected by the District, or if the user or customer or their agent tampers with the water meter or service line appurtenances in any manner, a tamper fee shall be collected in addition to the reconnect fee.

**SECURITY AND BUILDER DEPOSITS**

With the exception of temporary service for builders of residential and/or commercial property in the District, a security deposit per connection shall be paid by each customer to the District. The deposit shall be included in the customer's first month's bill in the following amounts:

<b>Meter Size</b>	<b>Security Deposit</b>
5/8" or 3/4"	\$100.00
1"	\$150.00
1 1/2"	\$200.00
2"	\$250.00
Over 2"	Established by District on a case-by-case basis

If a residential customer has service disconnected, the District will require an additional \$100 security deposit for each disconnection, up to a maximum of \$300.

**DAMAGE DEPOSIT**

\$500.00

**DISCONNECTION FEE DELINQUENT CUSTOMER**

If service is discontinued because of a customer's delinquency, then the customer must pay all past-due amounts, any additional security deposits, plus the applicable reconnect fee, prior to service being reconnected. Payment must be made at the office of the District Utility Manager in the form of a money order or cashier's check. Service will be reconnected on the same day if payment is made prior to 4:00 p.m. If payment is tendered after 4:00 p.m. the customer must pay an after-hours reconnect fee in order to obtain same day reconnecting of service. The following reconnect fees are applicable:

- |    |   |                         |
|----|---|-------------------------|
| a. | When meter is removed   | \$103.10                |
| b. | When meter is not removed   | \$76.55                 |
| c. | After-hours reconnect fee (when reconnecting requested or payment made after 4:00 p.m.) | Above fee plus \$ 35.00 |

**DISCONNECT/RECONNECT FEE FOR CUSTOMER IN GOOD STANDING**      \$30.46

A customer whose account is in good standing shall be charged a fee of \$25 for such requested disconnection and also \$25 to resume flow to the customer upon the customer's request.

**METER RE-READ AND METER TEST FEES**      \$15.00

Customers requesting meters to be re-read or tested will be charged a fee of \$15 for the re-read or meter accuracy test unless the original meter reading or meter proves inaccurate in which case there will be no charge. Customers requesting that a meter be pulled and tested will be responsible for all costs associated with the removal and testing, unless the meter proves inaccurate in which case the costs will be borne by the District.

**GARBAGE OR RECYCLE ITEMS**

Cart replacement fee \$124.69

Residential Trash and Recycling Rate monthly charge included in monthly usage \$23.23

Additional solid waste cart charge included in monthly usage \$11.86

**LAW ENFORCEMENT PATROL**

\$15.00 per month per active single-family water connection. Charge included in monthly usage.

\$15.00 per month per unit of multifamily/apartment residences. Charge included in monthly usage.

\$30.00 per month for each active commercial water connection. Charge included in monthly usage.

## EXHIBIT B

### RATES

#### WATER AND SEWER RATES:

The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for both residential and commercial customers of the District from the effective date of this Order except approved irrigation connections.

The rates and charges specified in this Section will be in effect for the sale of water and the collection and disposal of sewage for single-family and duplex residential customers and for the sale of water and the collection and disposal of sewage for all other customers, including builders, developers and contractors, from the effective date of this Order. All customers receiving water service from the district will also be charged for sewer service, unless the District approves an irrigation meter. Customers receiving water through an approved irrigation meter will be charged only for water consumption.

Sewer charges for billing periods March through November shall not exceed the average usage established during the billing periods of December through February. New Users with no historical usage during the March through November period which does not exceed adopted Standard Sanitary Usage Rates attached hereto. This limitation does not apply to any accounts with a separate irrigation connection.

#### Charges for Single-Family and Duplex Customers

(a) Minimum Monthly Charge

Standard	\$72.02
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(b) Water Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$5.36
5,001-10,000	\$6.36
10,001-15,000	\$7.36
Over 15,000	\$8.36

(c) Sewer Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$10.71
5,001-10,000	\$10.71
Over 10,000	\$10.71

## Charges for Non Single-Family Customers

### (d) Minimum Monthly Charge

Standard	\$72. 02 per connection
----------	-------------------------

### (e) Water Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$5.36
5,001-10,000	\$6.36
Over 10,000	\$7.36
Over 15,000	\$8.36

### (f) Sewer Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$10.71
5,001-10,000	\$10.71
Over 10,000	\$10.71

## Monthly Charges for Irrigation-only meters (including public space users)

### (g) Minimum Monthly Charge

Meter Size	Minimum
¾"	\$35.00
1"	\$50.00
1½"	\$75.00
2"	\$135.00
3" or larger	\$255.00

### (h) Water Commodity Charge (per 1,000 gallons per month)

Usage Period	Commodity Charge
January - December	\$5.36

## Monthly In-District Fire Hydrant Rates per fire Hydrant Meter

### (i) Service Availability Charge per Fire Hydrant

Meter	\$100.00
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(j) Water Commodity Charge (per 1,000 gallons)

<b>Gallons Used</b>	<b>Commodity Charge</b>
0001-5,000	\$5.36
5,001-10,000	\$6.36
10,000 – 15,000	\$7.36
Over 15,000	\$8.36

## EXHIBIT C

### Customer Service Inspection Certification

Name of PWS \_\_\_\_\_

PWS I.D. # \_\_\_\_\_

Location of Service \_\_\_\_\_

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

	Compliance	Non-Compliance
(1) No direct connection between the public 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 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"/>
(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 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"/>
(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 plumbing facilities installed on or after July 1, 1988 and before January 4, 2014. For facilities installed after January 4, 2014, no pipe or pipe fitting which contains more than a weighted average of 0.25%.	<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 1, 1988.	<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"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing 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"/>

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.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration



## EXHIBIT D

### SERVICE AGREEMENT

- I. **PURPOSE.** Kaufman County Fresh Water Supply District No. 1-D (the “District”) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
  - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than a weighted average of 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 percent lead 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 Kaufman County Fresh Water Supply District No. 1-D (the “District”) and \_\_\_\_\_ (the “Customer”).
  - A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District’s water system.
  - B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water

service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.

- C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
  - D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
  - E. Customer shall, at 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.
- IV. ENFORCEMENT. If 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 Service Agreement shall be billed to Customer.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## EXHIBIT E

### 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.

#### BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

LOCATION OF SERVICE: \_\_\_\_\_

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

☐ Not needed at this address

#### TYPE OF ASSEMBLY

☐ Reduced Pressure Principle

☐ Pressure Vacuum Breaker

☐ Double Check Valve

☐ Atmosphere Vacuum Breaker

Manufacturer: \_\_\_\_\_

Size: \_\_\_\_\_

Model Number: \_\_\_\_\_

Located At: \_\_\_\_\_

Serial Number: \_\_\_\_\_

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

Test After Repair	DC - Closed Tight 0	Closed Tight <input type="checkbox"/>	Opened at   psid	Opened at   psid	psid
	RF   psid				
	Leaked <input type="checkbox"/>				

The above is certified to be true.

Firm name: \_\_\_\_\_

Certified Tester: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Cert. Tester No.: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date