Docusign Envelope ID: A24AE96C-8580-83EB-81D2-12BD56B8726B

ORDER ESTABLISHING SERVICE RATES, CHARGES AND TAP FEES AND ADOPTING RULES AND POLICIES WITH RESPECT TO THE DISTRICT'S WATER, WASTEWATER AND DRAINAGE SYSTEMS

(October 1, 2026)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, under Section 49.212, Texas Water Code, the Board of Directors (the "*Board*") of Northtown Municipal Utility District (the "*District*") is authorized to adopt and enforce all necessary charges, fees or rentals for providing District facilities or services; and

WHEREAS, under Section 54.205, *Texas Water Code*, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary and adequate plumbing facilities as part of its sewer system; (ii) to preserve the sanitary condition of all water controlled by the District; (iii) to prevent waste or the unauthorized use of water; or (iv) to regulate privileges on any land or easement controlled by the District;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

I. General Policies.

A. Definitions. For purposes of this Order, the following terms have the meanings indicated:

1. "Connection" means each residential dwelling unit occupied by a separate family or family unit, including separate apartments or dwelling units located within a single multi-unit residential complex, and each business unit occupied by a separate business, including separate establishments within a single building.

2. "Backflow Prevention Device" means an assembly or device that is designed to prevent backflow of water into the District's system and meets the testing standards accepted by the American Water Works Association or the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.

3. "Code" or "Uniform Plumbing Code" means the version of the Uniform Plumbing Code adopted and enforced by the City of Austin from time to time.

4. "Commission" means the Texas Commission on Environmental Quality, or its successor agency.

5. "District's representative" means the general manager of the District or another representative or employee of the District acting under the direction of the general manager or the Board of Directors.

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6. "Dwelling Unit" or "Dwelling Unit Equivalent" means a residential dwelling unit occupied by a separate family or family unit, including separate apartments or units located within a single multi-unit residential complex, or, in the case of a commercial customer other than a multi-unit residential complex, its equivalent based on FUEs determined by meter size under the schedule set forth below.

7. "Grinder Pump" means an onsite wastewater conveyance device that receives raw wastewater from a private wastewater service line, grinds the solids present in the raw wastewater to a slurry, and provides the motive force for transporting the raw wastewater to the terminus of the District's wastewater collection system.

8. "Fee Unit Equivalent" or "FUE" means one single-family, duplex or other residential dwelling unit or, in the case of a commercial customer which is an apartment project, one apartment unit within that project, or, in the case of a commercial customer other than apartment project, its equivalent under the following schedule:

Water Meter Size	Fee Unit Equivalent
5/8"	1
3/4"	1.5
1"	2.5
1-1/2"	5
2"	8
3"	15
4"	25
6"	80
8"	140
10"	220
12"	270

For the purpose of calculating the FUEs for a compound meter, the largest meter of the compound meter will be excluded from the calculation.

9. "Multi-unit residential complex" means a building containing more than four dwelling units; a building containing dwelling units, of whatever number, that are not separately metered; or a townhouse or condominium project containing dwelling units, of whatever number, that are not separately metered.

10. "Rules" means rules and regulations adopted by the District under Section 54.205, Texas Water Code, including the rules contained in this Order.

11. "Systems" means the District's water, wastewater and drainage systems.

12. "Winter-averaging period" means the period established by the City of Austin as the District's winter-averaging period.

B. All Services Required. Except as otherwise expressly authorized in the Rules, no service may be provided through the District's Systems unless the applicant agrees to take both

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water and wastewater service; provided, however, this shall not apply to temporary fire hydrant meters or meters purchased solely for the purpose of irrigating with treated water.

C. All Services Charged. At no time will the District render water and/or sewer services without charge to any person, firm, corporation, organization or entity.

D. Damage to District Facilities by Third Parties. Prior to installing underground facilities or excavating in the area of District Systems, representatives of developers, contractors and/or utility companies must meet with the District's representative to file their construction plans and schedules and review the engineering plans illustrating the location of the District's facilities. Any contractor, developer, or other person or entity which damages the District's facilities will be responsible for all costs and expenses incurred by the District as a result of such damage.

E. Condition to Service—No Delinquency on Another District Account. A customer which is delinquent in the payment of any sum due to the District will not be permitted to purchase any additional taps or make any additional connections to the District Systems. No new accounts will be established for any customer which is not in good standing due to non-payment, and the District reserves the right to require a security deposit sufficient to protect the District's interests based on a customer's history of non-payment on any other District account.

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems must first make an application to the District's representative in the form approved by the Board. The applicant must, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of $300,000 bodily injury and $50,000 property damage, with an underground rider and a completed operations rider.

2. The District's representative will review all applications for connections to the District's Systems. If the District's representative finds that the materials to be used and the procedures and methods to be followed in the plumbing system and making the connection are equal to or better than the standards established by the City of Austin, Texas and the Uniform Plumbing Code and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as he deems necessary to accomplish the objectives of the Rules.

3. Any party desiring to obtain service from the District must complete an application in the form attached as **Exhibit A**, and, if a Grinder Pump is required to serve the property in question, must comply with all applicable rules related to Grinder Pumps and pay all applicable fees.

B. Industrial Waste Applications and Permits.

1. Any party whose use or development of property within the District

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requires an industrial waste permit within the District must deposit the sum of $1,500 with the District's representative to cover the District's costs associated with the permit and any related inspections including charges imposed by the City of Austin. The deposit must be paid before any applications relating to the use or development in question will be accepted or processed by the District or by the City of Austin on the District's behalf. All District fees set forth in Section B(2) below as well as all legal, engineering and/or management fees and all fees assessed by the City which are incurred by the District relating to the issuance of an industrial waste discharge permit will be charged against the deposit. Any shortfall will be backcharged to and must be paid by the applicant. If there is a balance remaining in the escrow after payment of all fees related to the issuance of a permit, then the balance after the payment of all District costs will be refunded to the applicant without interest at that time. Any fees related to a permit charged by the City or the District subsequent to the issuance of a permit will be added to the permit holder's wastewater bill.

2. The District will charge the following fees and charges to any person who is or proposes to discharge industrial waste from within the District:

Permit Fee	$25.00 monthly
Portion of District's Annual Wastewater Discharge Permit Fee as an "Other Political Subdivision"	Pro rata portion based on number of industrial waste permit holders and applicants located within the District at the time the fee is charged
Transfer Fee	Cost assessed by City plus $ 25.00
Site Development Fee for Construction Plan Review and Inspection	Cost Assessed by City plus 10%
Building Plan Review Fee	Cost Assessed by City plus 10%
Sampling and Testing Charges	Cost Assessed by City plus 10%
Surcharge for Extra Strength Wastewater Discharge	Any permit holder found to be discharging extra strength wastewater as determined under Section 6.15 of the Industrial Waste Regulations (defined below) shall be assessed a pro rata portion of the surcharge assessed against the District by the City, plus 10% (payable in monthly installments)
Additional Rates and Charges	Additional rates and charges to be assessed to each permit holder shall be established on the basis of costs to the District and shall become effective at the time of adoption.

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3. The District's rules and regulations related to the discharge of industrial waste within the District are set forth in the District's Order Adopting Industrial Waste Pretreatment Regulations, and Establishing Fees, Policies and Procedures Relating to Industrial Waste, as amended ("*Industrial Waste Regulations*").

C. Payment of Fees. Any party desiring to make a connection to the District's Systems must, at the time the application for connection is made, pay to the District's representative: (i) a fee designed to foster the general purposes and intent of the City of Austin's Capital Recovery Fee Ordinance, as amended from time to time, which the District is required to collect under Article III, Section C., Paragraph 3, of the Agreement Concerning Creation and Operation of Northtown Municipal Utility District, between the District and the City of Austin, (ii) the appropriate water fee and/or sewer tap fee, and (iii) the appropriate park development fee; and (iv) any application, inspection or other fees specified in this Order. No connection may be made until these fees are paid.

D. Tap, Grinder Pump and Inspection Fees.

1. The District's water tap fees are as follows:

Single Family:	$600.00
Commercial	$2,500 per tap, plus any cost of installation, including cost of meter and excavation

2. The District's sanitary sewer tap fees are as follows:

Single Family:	$600 per FUE
Commercial:	$2,000 per tap, plus any cost of installation, including excavation

3. The charge for each Grinder Pump and associated equipment, including installation, will be equal to the cost to the District.

4. a. The District's fee for the first inspection of the water tap for each single-family detached or single- family attached residence (with individual meters for each dwelling unit) is included in tap fee. The fee for any additional inspections is $50 each, which must be paid to the District's representative at the time the inspection is requested.

b. The District's fee for the first inspection of the wastewater tap for each single-family detached or single-family attached residence (with individual meters for each dwelling unit) residence is included in tap fee.

c. The fee for the first inspection of a wet well constructed for a Grinder Pump and the tie-in to the wet well is $50. The fee for any additional inspections is $50 for each inspection, which must be paid to the District's representative at the time the inspection is requested.

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d. The District's fee for the first inspection of the water tap for each commercial structure, including a multi-unit residential complex, will be determined based on time and materials required, and must be paid to the District's representative at the time the inspection is requested.

e. The District's fee for each inspection of the wastewater tap for each commercial structure, including a multi-unit residential complex, is $75, which must be paid to the District's representative at the time the inspection is requested.

E. Plumbing Inspections. The District will conduct five inspections of new residential and commercial plumbing construction as required by The Plumbing License Law, Chapter 1301, *Texas Occupations Code* for new construction. An inspection will be conducted at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction. The fee for these inspections, which will be performed by an independent plumbing inspector retained by the District, will be as follows:

Single-family residential inspections:	$300
Irrigation system inspections	$ 60
Other (including inspections of each residential unit within a multi-unit residential complex):	To be determined by District's representative based on size and scope of project

In addition, an inspection will be performed on all new irrigation system plumbing installations at a cost of $60 per inspection. If an inspection is failed, a re-inspection fee of $60 will be assessed for each required re-inspection. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed. Inspection fees relating to new improvements at an existing connection will be added to the customer's water and wastewater bill.

Inspection fees for inspection of any new single-family residence will be deducted from the builder's deposit required under Article III of this Order, and the builder will be required to replenish the deposit in order to return it to its required level before any additional inspections will be conducted. The District's representative will determined the estimated amount of inspection fees which will be applicable to any project other than a single-family residence and the builder or developer of the project will be required to deposit an amount equal to the estimate prior to the commencement of the required inspections. The actual cost of the inspections for the project will be deducted from the deposit and, if the District's representative determines at any time that the remaining balance on deposit will not be sufficient to cover the cost of the remaining inspections, the builder or developer will be required to replenish the deposit in an amount established by the District's representative before any additional inspections will be conducted. Any remaining balance on deposit will be refunded, without interest, upon completion of the builder's or developer's project..

F. Cross-Connection Inspection Fees. The District will conduct cross-connection inspections of any modifications to existing construction that affects the customer's plumbing, including remodeling, installation of irrigation systems and construction of swimming pools.

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1. Residential. The District's cross-connection inspection fees for changes to existing residential property, other than multi-unit residential complexes, are as follows:

Rough-in	$60
Service Line	$60
Copper	$60
Top out	$60
Final	$60
Backflow	$80 for each device

The fee for each reinspection is $60, except for reinspection of backflow prevention devices, for which the fee is $80 per device. The District will charge a reinspection fee in addition to the original cross-connection inspection fee if the applicant's plumber misses the appointment for a scheduled inspection.

2. Commercial. The District's cross-connection inspection fee for changes to existing commercial construction, including a multi-unit residential complex, will be determined by the District's representative based upon the size and scope of each project.

G. Security Deposits, Generally. A security deposit must be paid to the District's representative by each customer other than a builder, developer or contractor subject to Article III of this Order prior to the District's providing service to that customer. Security deposits are not transferable and will be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer and any other charges due and payable by the customer to the District. At its option, the District may apply all or any part of a customer's security deposit to any delinquent bill of the customer or other sum due and payable by the customer to the District. Upon discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the deposit will be applied against all amounts due to the District, including any disconnection fees, penalties, judgments or other charges. Any portion of the deposit remaining after deduction of these amounts will be refunded to the customer. In no event will a security deposit bear interest for the benefit of the customer.

1. Residential Security Deposits. An initial security deposit of $100 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter) occupied by the owner of the residence who initiated service prior to July 6, 2010 ("*grandfathered customers*"). Other than these grandfathered customers, an initial security deposit of $150 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter), including separately-metered apartment or other multi-family units. If a residential customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of $150 for each disconnection. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Residential security deposits must be in the form of cash, money order or other form of payment acceptable to the District's representative.

2. Commercial and Irrigation Meter Security Deposits. A security deposit equivalent to 90 days' peak water and wastewater usage is required for each commercial customer, including a multi-unit residential complex, and for each irrigation meter. If historical

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usage information is not available, the amount of the deposit will be calculated based on $100 per FUE. Commercial and irrigation meter security deposits must be in the form of cash, certified check or bond or letter of credit approved by the Board as to form and issuer. All commercial and irrigation meter security deposits will be subject to adjustment based upon annual usage patterns, which will be reviewed by the Board in July of each year. A commercial customer that elects to post a bond or letter of credit for its security deposit will be required to pay an additional $100 annual service charge to defray the District's administrative expense relating to the bond or letter of credit.

H. Non-Refundable Application Fee. An application fee of $36 must be paid by each customer, other than builder, developer or contractor subject to Article III of this Order, at the time service is requested and an account is opened, to cover administrative costs associated with establishing and servicing the account.

I. Park Development Fee. A park development fee of $900 per dwelling unit equivalent must be paid to the District by each builder or developer for each property receiving services from or through the District. This fee must be paid coincident with the payment of the District's water and sanitary sewer tap fees or upon the District's approval of the construction plans, whichever is earlier. This fee will be set aside from other District revenues and used solely for the development, operation and maintenance of park, open space reclamation and recreational facilities.

J. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap or inspection is the responsibility of the applicant and payable to the District upon demand.

K. Service Calls. If a customer requests that the District's operator make a service call to the customer's residence to investigate a leak, sewer back-up, or operational issue that, after investigation, is determined to be the customer's responsibility, the customer will be responsible for any costs incurred by the District in connection with the service call. With respect to water service, the customer's responsibility begins on the customer's side of the water meter. With respect to wastewater service, the customer's responsibility terminates at the tap. The District may add the amount of any such costs to the customer's utility bill, or the District may deduct the amount of such costs from the customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

III. Requirements of Builders, Developers and Contractors.

A. Homebuilder Deposit. Each homebuilder must deposit the sum of $1,000 multiplied by that homebuilder's estimated number of housing starts within the District for three months or $5,000, whichever is more, with the District's representative. This deposit will be placed in a separate account and will be refunded, without interest, to the builder on completion of the builder's homebuilding program within the District.

B. Developer Deposit. Each developer of a commercial project, including a multi-unit residential complex, or a residential subdivision within the District must deposit the sum of

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$5,000 with the District's representative. This deposit will be placed in a separate account and will be refunded, without interest, to the developer on completion of the developer's project within the District.

C. Use of Deposit. The cost of all plumbing inspections performed under Article II, Section E of this Order will be deducted from the applicable builder's or developer's deposit established under this Article, and the builder or developer in question will be required, upon receipt of notice from the District's representative, to immediately replenish the deposit by the amount of the inspection fees deducted in order to return the deposit to the amount required by Article. The cost of any repairs to the District's facilities caused by the builder's or developer's negligence or intentional acts; by the negligence or intentional acts of any contractor or subcontractor performing work associated with the builder's or developer's projects; the costs of any professional services incurred by the District due to builder or contractor damage, dumping or violations of the District's Rules; the cost of connections; the costs of any inspections other than plumbing inspections, and charges for water service and wastewater service which are not paid when due will be billed by the District's representative to the responsible builder or developer, and will be payable upon demand by the District. If, at any time, a builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of $200 or more, the District may transfer all or any part of its builder or developer deposit to the District's operating fund to pay these outstanding or delinquent bills in which case (i) the builder or developer will be required to immediately replenish the deposit by the amount transferred; or (ii) a homebuilder will be required to immediately increase its deposit to the sum of $1,500 multiplied by the number of estimated starts by the builder over three months or $7,500, whichever is more, and a developer will be required to increase its deposit to $7,500. No additional water or sewer taps will be sold nor will any other approvals be issued to a builder or developer who is delinquent in the payment of any sums due to the District.

D. Contractors. Each builder or contractor within the District must pay the costs of any water service or wastewater service provided to it in accordance with the terms and provisions of this Order. Contractors may not withdraw water from any District fire hydrant unless the water is measured through a fire hydrant meter obtained and installed in accordance with Subsection E, below.

E. Fire Hydrant Meter and Deposit. No builder, developer , contractor or other person may temporarily connect to the District's water system or withdraw water from the District's system through a fire hydrant unless it utilizes a fire hydrant meter obtained from and assigned to it by the District. The assigned fire hydrant meter must be attached directly to the fire hydrant and must be used when making a temporary water connection for construction, street cleaning, or other construction-related activities, unless the District agrees otherwise. In addition, directly downstream from the fire hydrant meter, the builder, developer, contractor or other person must install a reduced pressure Backflow Prevention Device or a Code-approved air gap. A security deposit of $1,500 must be paid to the District's representative at the time the meter is issued. This deposit will be held by the District and will be refunded, without interest, at the completion of the builder's or contractor's construction program within the District. No deposit will be required if the use of a fire hydrant is required by the contractor's construction agreement with the District. A violation of this metering requirement or the Backflow

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Prevention Device requirement will result in the offending party being subject to a fine in the amount of $5,000 per violation. The District may deduct the amount of any fines imposed as a result of a builder's, developer's or contractor's violation of this requirement from the meter deposit and may further require that the builder, developer or contractor replenish the deposit by an amount equivalent to the total deducted.

IV. Water and Wastewater Service.

A. Applications for Service. Any party desiring to receive service from the District's water or wastewater systems must make an application for service to the District's representative in the form approved by the Board. In cases when the property owner is not the occupant of the premises, the District's representative may require both parties to sign an agreement specifying who is responsible for the bills and deposits. If same-day service is requested, a flat fee of $500 must be paid to the District's representative upon making the request. The fee is nonrefundable, and will be used to cover the cost of initiating service on an expedited basis.

B. Water and Sewer Service Rates. The following rates and charges for the sale of water and the collection and disposal of sewage will be in effect for all customers of the District effective for billings on or after October 1, 2026.

1. General Provisions.

a. Bills for sewer service will be computed based on the lesser of (i) the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter during the winter-averaging period, or (ii) the customer's actual water usage.

b. If a separately metered single-family residential dwelling unit does not have an acceptable history of water usage during the winter-averaging period, the customer's monthly sewer bill will be based on the lesser of (i) 8,000 gallons, or (ii) the customer's actual water usage.

c. If any customer other than those covered by 1.b. does not have an acceptable history of water usage during the winter-averaging period, the customer's monthly sewer bill will be calculated based upon the customer's current monthly water usage.

d. A customer receiving water through an irrigation-only meter approved by the District will not be billed for sewer services unless the customer uses water for irrigation purposes during the winter-averaging period. If the customer uses water during the winter-averaging period, then the customer will be billed for sewer services based on the winter average that has been established for the irrigation meter due to the fact that the District is charged for wholesale wastewater service based upon the District's total water usage during the winter-averaging period. If a customer's irrigation water service is terminated during any period within which wastewater charges are being assessed as a result of water usage by the customer during the winter averaging period, the customer will remain responsible for the payment of those wastewater charges, notwithstanding the termination of the customer's water service, until a new winter average has been established for the customer's irrigation meter. Any sums coming due under this section may be deducted from the customer's security deposit.

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2. Monthly Charges for separately metered, single-family residential customers (5/8 or ¾ inch meter):

a. Basic Service Rate: $38.40 per dwelling unit

b. Monthly In-District Sewer Rate per 1,000 gallons: $ 6.89

c. Monthly In-District Water Rates per 1,000 gallons::

0 – 7,000 gallons	$ 5.08
7,001 - 12,000 gallons	$ 5.91
12,001 - 17,000 gallons	$ 6.69
over 17,000 gallons	$ 7.59

3. Monthly Charges for multi-unit residential complexes:

a. Basic Service Rate:

(i) For multi-unit residential complexes with customer-contracted dumpster/trash collection service: $22.90 per FUE, based on meter size;

(ii) for Parkside Condominiums: $38.40 per dwelling unit (the total Basic Service Rate is $5,328, calculated based on 144 dwelling units);

(iii) for other multi-unit residential complexes: To be determined at the time of connection.

b. Water Commodity Charge (per 1,000 gallons), where "Base" means the customer's average water usage during the winter-averaging period, as established under this Order:

Gallons Used	Commodity Charge
0 - Base	$ 5.08
Over Base to Base x 1.50	$ 5.91
Over Base x 1.50 to Base x 1.75	$ 6.69
Over Base x 1.75	$ 7.59

c. Sewer Commodity Charge (per 1,000 gallons): $ 6.89

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4. Commercial Customers, other than multi-unit residential complexes:

a. Basic Service Rate: $22.90 per FUE, based on meter size;

(ii) Water Commodity Charge (per 1,000 gallons), where "Base" means the customer's average water usage during the winter-averaging period, as established under this Order:

Gallons Used	Commodity Charge
0 - Base	$ 5.08
Over Base to Base x 1.50	$ 5.91
Over Base x 1.50 to Base x 1.75	$ 6.69
Over Base x 1.75	$ 7.59

b. Sewer Commodity Charge (per 1,000 gallons): $ 6.89

5. Monthly Irrigation Meter Rates.

a. Basic service rate: $22.90 per FUE

b. Standard Water Commodity Charge per 1,000 gallons, where "Base" means 7,000 gallons per FUE, based on irrigation meter size, as established under this Order :

0 – Base	$ 5.08
Over Base to Base x 1.50	$ 5.91
Over Base x 1.50 to Base x 1.75	$ 6.69
Over Base x 1.75	$ 7.59

c. Rate per 1,000 gallons for usage during winter-averaging period or when water use restrictions are applicable: $ 7.59

d. If a customer utilizing an irrigation meter has a history of water usage through the meter during the previous winter-averaging period, then, in addition to applicable water commodity charges, the customer will be assessed a surcharged based on (i) the average amount of water utilized by the customer during the preceding winter-averaging period and (ii) the sewer commodity charge specified in Subsection IV.B.3.c., above.

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6. Monthly In-District Fire Hydrant Rates per Fire Hydrant Meter:

a. Monthly Service Availability Charge $100.00

b. Commodity Charge per 1,000 gallons:

(1) Standard rate: $ 5.08

(2) Rate during winter averaging period: $ 7.59

7. Monthly Out-of-District Sewer Rates $ 8.90 per 1,000 gallons

C. Temporary Water and Wastewater Service. Temporary water and wastewater service will be provided for a five calendar-day period for the purpose of maintaining rental property or unoccupied property that is for sale. A flat fee of $75 must be paid to the District's representative at the time the temporary service is requested. The fee is nonrefundable, and will be used to cover the cost of initiating and terminating service, and water and wastewater used during the connection period.

D. Grinder Pump Regulations.

1. Grinder Pump Installation. All Grinder Pumps required to serve any customer within the District must be obtained from and installed by the District's contractor. Installation must be scheduled through the District's representative, Crossroads Utility Services LLC, at (512) 246-1400 a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or its associated facilities, including the control panel, may be made by the customer after installation. Modifying, tampering with or disabling the alarm on any Grinder Pump is prohibited and constitutes a violation of this Order. All Grinder Pumps, including the wet well and control panel, will be District property, and any repair or replacement must be performed by the District or its designated contractor. The lateral service line connecting to the Grinder Pump will remain the property and responsibility of the customer. The customer must provide electricity to the Grinder Pump, which cost will be borne by the customer.

2. Wet Well and Tie-In. The construction of the wet well required for the Grinder Pump and the installation of the residential wastewater service line tie-in to the wet well will be the responsibility of the customer. Plans and specifications for the wet well construction and installation of the tie-in must be provided to the District for review and approval prior to construction. Each wet well and tie-in will be inspected by the District for compliance with the District-approved specifications at the time the Grinder Pump is installed. If the well and/or tie-in are not in compliance with the specifications, then the non-compliance will be required to be corrected and re-inspected before the Grinder Pump is installed. The customer will be required to pay any additional charges incurred by the District due to any non-compliance and re-inspection.

3. Control Panel. Each customer must designate and maintain a permanent location on his or her residence for the installation of a control panel for the District Grinder Pump. The location must be on the exterior of the residence and visible from the street. A

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fuseable disconnect at the designated Grinder Pump control panel location is required. No plantings, fencing or other improvements which would obstruct the visibility of a control panel will be permitted. The control panel and alarm system for each Grinder Pump will constitute District property, and may not be tampered with or modified, nor may the alarm be disabled.

4. Access. The customer will provide the District and its representatives access to the Grinder Pump, the control panel, the wet well, and any other facilities related to the operation of the Grinder Pump, including without limitation, the electrical facilities serving the Grinder Pump. The customer must provide an easement to the District for access to, and operation, maintenance, and repair of, the Grinder Pump and all related facilities.

V. Service Commitments.

A. Statement of Policy. The Board of Directors of the District has determined that it is in the best interest of the District that requests for service commitments be processed as provided in this Article, in order to assure the integrity of the District's Systems; enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis and provide standard criteria for the evaluation, issuance and retention of service commitments.

Service commitments issued by the District will be subject to completion of all necessary facilities and payment of all applicable fees, and subject to all of the terms and conditions of the District's contracts with the City of Austin and the policies and procedures of the District, including this Order.

B. Application. Any applicant desiring a service commitment from the District must submit the following to the Board or its designated representative:

1. Eight copies of an application for service commitment, on a form promulgated by the District, executed by the owners of the property for which the service commitment is being requested. The application must include an agreement on the part of the applicant to pay the District's costs in connection with the evaluation of the service commitment application, and to grant without compensation all easements required by the District to serve the property.

2. Eight copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.

3. Eight copies of a preliminary engineering report, including a land use plan and final subdivision plat supporting the level of service for which the Service Commitment is being requested.

4. Proof of ownership of the property, and proof of identity.

5. A non-refundable filing fee in the amount of $100.

C. Review.

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1. A copy of the application and supporting documentation will be forwarded to the District's engineer, who will review it and determine the level of service requested; if the District's Systems are sufficient to provide the level of service requested; if the level of service requested is reasonable and necessary for the uses contemplated; and if the capacity requested to be allocated is available.

2. The District's engineer will prepare a written report to the Board, which will be presented and considered at the first Board meeting following the expiration of 60 days from the date the application and all required supporting documentation is filed.

D. Fees. If the Board approves an application for a service commitment, the Applicant will be required to pay one-half of the estimated tap, inspection and park fees, as determined by the District's general manager before the commitment becomes effective. Service commitments will be issued for specific tracts, and will be non-transferable. Prepaid tap, inspection and park fees are nonrefundable. In the event of termination of a service commitment to a tract, these fees will be held by the District and credited against the fees applicable to the tract in question when service is ultimately requested. If the ultimate use of a tract that has been issued a service commitment requires a meter of a size other than the size upon which the estimated tap fee was based, the District's Representative may make any adjustments that are necessary at the time the tap is installed, so that the tap fee collected will correspond to the size of meter installed. The actual tap, inspection and park fees applicable to a tract will be determined at the time service is requested, based upon the District's actual rates and charges in effect at that time. Any shortfall between the estimated fees and the actual fees must be paid prior to the time service is connected. Any excess of the estimated fees over the actual fees will be credited against the customer's future sewer billings.

VI. Disconnection and Reconnection; Administrative Fees.

If a customer is given notice of disconnection and all past-due amounts are not paid by the time and date specified on the notice of disconnection, then, regardless of whether or not service has been physically disconnected, the customer will be required to pay all past-due amounts, any additional security deposit required by this Order and the administrative fee specified in this Section. If service has been physically disconnected, all of such fees must be paid prior to service being reconnected. Service will be reconnected on the same day if payment is made prior to 2:00 p.m. If payment is tendered after 2:00 p.m., the customer will be required to pay the after-hours administrative fee in order to obtain same-day reconnection of service. The following fees will apply:

1. Water System

a.	When meter removed	$ 100
b.	When meter not removed	$ 40
c.	After-hours administrative fee (when reconnection requested or payment made after 2:00 p.m.)	above fee plus $500

2. Wastewater System - Two times the cost to the District.

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VII. Regulatory Assessment.

A regulatory assessment charge of ½% of retail water and sewer charges will be added to each customer's monthly billing commencing with all billings rendered by the District. The assessments will be remitted by the District to the Commission and are to be used by the Commission in performing its regulatory duties and in providing technical assistance and training to utilities.

VIII. Metering.

A. Meter requirements.

1. Use of Meter. All water sold by the District will be charged for by meter measurements.

2. Installation by District. The District will provide and install and will continue to own and maintain all meters necessary for the measurement of water to its customers.

3. Standard Type. The District will not furnish, set up, or put in use any meter which is not reliable and of a standard type which meets industry standards; provided, however, special meters not necessarily conforming to these standards may be used for investigation or experimental purposes.

B. Meter Readings.

1. Meter Unit Indication. In general, each meter will indicate clearly the gallons of water or other units of service for which charge is made to the customer.

2. Reading of Meters. As a matter of general practice, service meters will be read at monthly intervals, and as nearly as possible on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant.

C. Bill Adjustment Due to Meter Error. If any meter is found to be outside of the accuracy standards established by the American Water Works Association, proper correction will be made of previous readings for the period of two months immediately preceding the removal of the meter from service for the test, or from the time the meter was in service since last tested, but not exceeding two months, as the meter will have been shown to be in error by such test, and adjusted bills will be rendered. No refund is required from the District except to the customer last served by the meter prior to the testing. If a meter is found not to have registered for any period, to have been bypassed or tampered with, to have not been installed, or is, for any reason, unable to be located, the District's representative will make a charge for units used, based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances.

D. Meter Tampering. All water meters used to measure the water delivered to a District customer by the District are District property and meter tampering is strictly prohibited. For purposes of this section, "meter tampering" or any similar term means tampering with a water meter or other District equipment; damaging, destroying or altering a meter; bypassing a

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meter; reconnecting service without authorization to do so, whether the disconnection was due to non-payment or for any other reason; installing a lock or other device on a meter or otherwise impairing the ability of the District or its authorized representative to terminate service; any other instance of alteration, modification, diversion or bypass, including physically disorienting a meter, attaching objects to a meter, including in order to divert service or to bypass the meter, inserting objects into the meter, or using other electrical or mechanical means to tamper with, bypass, or divert water service; failing to have a meter installed or covering or physically obstructing the location of the meter. Meter tampering or bypass or diversion of service is prohibited. Reconnecting service without authorization will be prosecuted as theft of service. Any party who tampers with a District meter or takes water from an unmetered or other unauthorized connection to the District's Systems will be subject to a penalty in the amount of $5,000 per violation, each day of which will constitute a separate violation, and will also be liable for the costs of all water unmeasured or diverted as a result, together with all attorney's fees incurred by the District and costs of court. The District may offset a customer's deposit against the amount of any penalties or costs imposed as a result of a violation of this section and may further require that the deposit be replaced and any unpaid penalties and costs paid before service is reconnected.

E. Meter Re-reads and Meter Tests. The District's representative will, upon request of a customer, re-read the customer's meter. Upon receipt of a request, the District's representative will advise the customer that, if the meter reading proves accurate, the customer will be billed for the cost of the meter re-read. If, upon re-reading the meter, the original reading is found to be correct, the District will charge the customer a fee to cover the cost of the re-read. If the original reading is found to be incorrect, there will be no charge to the customer.

The District's representative will, upon request of a customer, "bucket-test" the accuracy of the customer's meter. Upon receipt of a request, the District's representative will advise the customer that, if the meter test proves accurate, the customer will be billed for the cost of the test. If, upon testing the meter, the meter is found to be accurate, the District will charge the customer a fee to cover the cost of the test. If the meter is found to be inaccurate, there will be no charge to the customer.

If a customer requests that a meter be pulled and tested for accuracy, the customer will be responsible for all costs incurred by the District in removing and testing the meter unless the meter registers more than two percent above or below the test result under reasonable flow quantities, in which event the costs will be borne by the District. The customer may receive a copy of the test report upon request.

F. Meter Test Facilities and Equipment.

1. The accuracy of a water meter will be tested by comparing the actual amount of water passing through it with the amount indicated on the dial. The test will be conducted in accordance with the standards for testing cold water meters as prescribed by the American Water Works Association.

2. The District will provide the necessary standard facilities, instruments, and other equipment for testing its meters in compliance with these sections.

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G. Meter Test Measurement Standards.

1. Measuring devices for meter tests may consist of a calibrated tank for volumetric measurement or tank mounted upon scales for weight measurement. If a volumetric standard is used, it will be accompanied by a certificate of accuracy from any standard laboratory. If a weight standard is used, the scales will be tested and calibrated periodically by such approved laboratory and a record maintained of the results of the test.

2. Standards used for meter testing will be of a capacity sufficient to insure accurate determination of accuracy.

3. A standard meter may be provided and used by the District for the purpose of testing meters in place. This standard meter will be tested and calibrated periodically to insure its accuracy within the limits required by these sections. In any event, these tests will be made at least once per year while the standard meter is in use, and a record of such tests will be kept by the District's representative.

H. Meter Test Prior to Installation. No meter will be placed in service unless its accuracy has been established. If any meter is removed from service, it must be properly tested and adjusted before being placed in service again. No meter will be placed in service if its accuracy falls outside the limits as specified by the American Water Works Association.

I. Leaks; Water Leak Adjustment Policy. Failure to repair a controllable leak within a reasonable time (not exceeding 30 days) after notice from the District to repair the leak will constitute a violation of the District's Rules. If a customer experiences a water leak, the customer may submit a written leak adjustment request detailing the circumstances of the leak. All requests must be accompanied by a copy of all invoices and documentation evidencing the leak and confirming that the leak has been repaired. Upon receipt of a complete request, the customer's usage will be recalculated based upon the customer's prior history, as determined by the District's representative. Water usage for the period in which the leak occurred that exceeds the base established by the customer's prior history will be presumed to be attributable to the leak and will be billed at the then-current wholesale water rate. The remaining portion of the customer's water usage will be billed at the District's normal and customary rates under this Order. If the leak occurred during the winter-averaging period, the District's representative may establish an alternative winter-averaging period for the customer.

IX. Rendering and Form of Bills.

A. Bills for water and sewer service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. Bills will be rendered as promptly as possible following the reading of meters. One bill will be rendered for each meter.

B. Information to be Included on the Bill. The customer's bill will show the following information, if applicable (and be arranged so as to allow the customer to readily compute his bill using a copy of the applicable rate schedule, which will be mailed to the customer on request):

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(i) the date of reading, current reading and the previous reading;

(ii) (the number of gallons metered;

(iii) the total amount due for water service and separately stated, the total amount due for sewer service, and total surcharge;

(iv) the due date of the bill;

(v) the total amount due as penalty for nonpayment within a designated period;

(vi) the local telephone number or toll free number where the District's representative can be reached.

C. Payment Obligation. If a customer does not receive a bill or bills, his obligation to make payment for services rendered is not diminished or released.

D. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill the customer for services, a billing adjustment will be calculated by the District. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the commodity actually used by the customer and may backbill at the actual cost of the commodity to the District. If the underbilling is $25 or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, the District may, but is not required to, offer a customer a deferred payment plan.

E. Prorated Charges. When a bill is issued for a period of less than one month, charges will be computed as follows: For metered service, service shall be billed for the amount metered and the minimum charge will be the applicable minimum as shown in this Order prorated for the number of days service was provided. For flat-rate service, the charge shall be prorated on the basis of the proportionate part of the period during which service was rendered.

F. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by written notice to the District's representative. A dispute must be registered with the District prior to the date of proposed discontinuance for a customer to avoid discontinuance of service as provided by these sections.

2. Notwithstanding any other section of this Order, the customer is not required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this section only, the customer's average monthly usage at current rates is the average of the customer's gross District service for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar customers and under similar

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conditions.

3. Notwithstanding any other section of this Order, a customer's service is not subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed under Section XI of this Order (relating to Delinquent Accounts).

G. Adjusted Bills Due to Meter Tampering. If meter tampering occurs, a customer's bill may be determined based on any of the following methodologies:

(i) based upon service consumed by that customer at that location under similar conditions during periods preceding the initiation of meter tampering. An estimated bill will be based on at least 12 consecutive months of comparable usage history of that customer, when available, or a lesser history if the customer has not been served at that location for 12 months. This subsection does not prohibit the District from using another method of calculating a bill for unmetered water when the District's representative determines that another method is more appropriate

(ii) based upon that customer's usage at that location after the meter tampering has been corrected; or

(iii) where the amount of actual unmetered consumption can be calculated by industry-recognized testing procedures, the bill may be calculated for the consumption over the entire period of meter bypassing.

In addition to charges under this section, the customer will be responsible for all penalties and charges imposed under Subsection D, above and Subsection H, below.

H. Equipment Damage Charges. The District will charge for all labor, material, equipment, and other costs necessary to repair or replace equipment damaged due to meter tampering, service diversion, or the discharge of wastewater which the District's system cannot properly treat. The District will charge for all costs incurred to correct any instance of meter tampering, service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

X. Delinquent Accounts.

A. The District will bill each customer monthly for all services rendered in the preceding month, in substantial compliance with the procedures established in the City of Austin Utility Service Regulations. All bills will be considered past due and become delinquent if not paid in good funds by the third day after the date of issuance ("*Due Date*"). If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day. The customer will be subject to termination of service, if full payment, including late fees, is not received by the 10th day of the month ("*Delinquency Date*").

B. A late charge of ten percent (10%) of the amount of the bill will be added on the

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Delinquency Date and this late fee shall continue to be assessed each month while the delinquent amount remains unpaid; provided, however, that the District will not impose a late fee for nonpayment of a bill due during an "*Extreme Weather Emergency*", as that term is defined in Section 13.151 of the Texas Water Code, until after the Extreme Weather Emergency.

C. In the event that, due to non-payment of any sums due under this Rate Order which are not paid when due, the District institutes suit for the collection of any unpaid amounts, the District will be entitled to recover interest thereon at the maximum legal rate and reasonable attorneys' fees and costs of court from the responsible party.

D. The District will have the right to charge any customer who pays his or her bill with a check which is dishonored an amount established from time to time by the District's representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District. If a customer pays his or her account with a check that is dishonored, the District reserves the right to refuse to accept further checks from the customer and to require all future payments to be made by certified check, money order, cash, or credit or debit card.

E. Notification of Alternative Payment Programs or Payment Assistance.

(i) If a customer contacts the District's representative to discuss his inability to pay a bill or indicates that he is in need of assistance with his bill payment, the District's representative will inform the customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment agreements must be in writing. The District's representative may suspend the termination of services to customers for up to 30 days based upon the District's representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 30 days must be approved by the Board.

(ii) If a customer affected by an Extreme Weather Emergency requests a deferred payment plan within 30 days following the Extreme Weather Emergency, the District's representative must offer the customer a deferred payment plan and a deadline for accepting the plan. The deferred payment plan offered must be written in plain language in English and, if requested, Spanish; identify the total amount due and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; identify the deadline for payment or, if payment is to be made in multiple installments, the deadline for each installment; identify the dates that the Extreme Weather Emergency occurred, and the due dates and amounts owed of any bills that were due during the Extreme Weather Emergency; and include a statement in a clear and conspicuous type that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400." The deferred payment plant may include a finance charge, conspicuously stated on the

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payment schedule, for late fees on the payment schedule not to exceed an annual rate of 10 percent simple interest, and may require payment in one or more installments. The payment plan must be reduced to writing and provided to the customer.

F. Post-Bankruptcy Services. In the event of bankruptcy of any District customer, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services to the District, the District may discontinue service to the customer in accordance with the provisions of this Order.

XI. Termination of Service.

A. Disconnection with Notice. District service may be disconnected after proper notice for any of the following reasons:

(i) within 30 days from the date of the issuance of a currently delinquent bill, the customer has neither paid the delinquent bill and all currently past due bills nor entered into, and commenced paying under, a written deferred payment agreement;

(ii) the customer has defaulted in the obligations under any deferred payment agreement;

(iii) violation of the District's Rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;

(iv) failure to comply with deposit arrangements where required by Article II of this Order; or

(v) failure to repair a controllable leak within a reasonable time (not to exceed 30 days) after having been given notice to repair the leak.

B. Disconnection Without Notice. District service may be disconnected without notice where a known dangerous condition related to the type of service provided exists for as long as the condition exists, where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the District's meter or equipment, bypassing the same, or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

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C. Disconnection Prohibited. District service will not be disconnected in the following circumstances:

(i) due to delinquency in payment for District service by a previous occupant of the premises;

(ii) due to a failure to pay the account of another customer as guarantor, unless the District has in writing required the guarantee as a condition precedent to service;

(iii) if the customer has notified the District's representative of the customer's desire to protest the disconnection, in which case the District will comply with the procedures set forth in Section E prior to disconnecting the customer's service; or

(iv) due to nonpayment of a bill due during an Extreme Weather Emergency, until after the Extreme Weather Emergency.

If a customer has requested a deferred payment plan pursuant to Section X.E.(ii) of this Order, the District may not disconnect service to that customer until after the deferred payment plan has been offered and the customer has either declined to accept the deferred payment plan in a timely fashion or violated the terms of the deferred payment plan. Any preexisting disconnection notices issued to a customer for nonpayment of a bill due during an Extreme Weather Emergency are suspended upon the timely request for a deferred payment plan under Section X.E.(ii) of this Order. If the customer does not timely accept the offered a deferred payment plan or violates the terms of the deferred payment plan, any suspended disconnection notices are reinstated, and the entity may renegotiate the terms of the payment schedule or disconnect service on or after the disconnection date listed on the disconnection notice. If the customer does not timely accept the offered deferred payment plan or violates the terms of the deferred payment plan and there is not a preexisting disconnection notice, the entity must issue a disconnection notice pursuant to Section XI.A. of this Order prior to disconnecting the water or sewer service of the customer.

D. Notice of Disconnection of Service.

1. Mailed Notice. Proper notice of disconnection of service consists of a separate mailing by first class mail, postage prepaid, at least 10 days prior to a stated date of disconnection, with the words "**termination notice**" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District's representative for more information will also be attached to or on the face of the termination. The notice will advise the customer of the basis for the District's decision to disconnect service and that the customer has the right to request a hearing by contacting the District's representative at least 48 hours before the stated date of disconnection. The District's representative's telephone number will appear on the notice, together with information regarding appropriate times to contact the representative. If notice is mailed, the stated date of disconnection will not fall on a holiday or weekend, but will be the next working day after the 10th day. Payment at the District's authorized payment agency

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is considered payment to the District. The District will not issue a termination notice to the customer earlier than the first day a bill becomes delinquent, so that reasonable time is allowed to ascertain receipt of payment by mail or at the District's authorized payment agency.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer's request to protest the termination of service, the District's representative will schedule an informal hearing with the customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer will be allowed to question the District's billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

2. Appeal. The customer may appeal the decision of the presiding officer to the District's Board. If the customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus any additional security deposit required by the terms of this Order and the applicable reconnect fee. The reconnect fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition related to the type of service provided exists or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.

H. Disconnection for Ill and Disabled. The District will not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at the residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's representative within 15 days of issuance of the bill. A written statement must be received by the District's representative from the physician within 30 days of the issuance of the bill. The customer who makes such request must enter into a deferred payment plan with the District.

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I. Reconnection of Services. If service is discontinued for any reason, service will be reconnected within 24 hours of payment in full of the past due bill and any other outstanding charges, including any additional security deposit required by this Order, and the applicable reconnect fee.

J. Meter Removal. The District's representative will remove a customer's water meter if the customer illegally restores his service without payment of his delinquent account.

XII. Continuity of Service.

A. Service Interruptions.

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and the District will issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of national emergency or local disaster resulting in disruption of normal service, the District may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. Record of Interruption. Except for momentary interruptions due to automatic equipment operations, the District's representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

XIII. Customer Service Agreement and Plumbing Regulations.

A. Authority. Under the requirements of the Chapter 341, Subchapter C of the *Texas Health & Safety Code* and 30 *Texas Administrative Code* § 290.46(i), the District is required to adopt rules to allow for proper enforcement of the requirements of the Commission.

B. Applicability. All customers receiving water and/or wastewater utility service from the District are subject to the requirements of this Section. The provisions of this Section constitute a service agreement between the District and each customer receiving utility services from the District. By requesting and/or accepting utility service from the District, each customer agrees to comply with the provisions of this Section.

C. Purpose. 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 section 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

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welfare. Each customer must agree to comply with this section as a condition to receiving water and/or wastewater services from the District.

D. Plumbing Restrictions. The following undesirable 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 must be isolated from the public water system by a Code-approved 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 must 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 eight percent (8.0%) lead 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 two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

6. Copper water lines, including customer service lines, will not be permitted unless completely wrapped with an impermeable material approved by the District's representative at the time of installation, and such installation is inspected by the District's representative prior to the time the lines are covered..

E. Service Conditions. The following are the terms for the provision of service between the District and each customer of the District:

1. The customer must comply with the provisions of these Rules as long as the customer is receiving service from the District.

2. The customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices as required by Article XIV. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.

3. The District will notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic reinspection.

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4. The customer must immediately correct any undesirable plumbing practice on his premises.

5. The customer must, at his expense, properly install, test, and maintain any Backflow Prevention Device required by the District. Copies of all testing and maintenance records must be provided to the District.

F. Backflow Prevention Devices.

1. If there is an actual or potential source of contamination, pollution or hazard to the District's water system, no connection may be made to the District's water system unless:

a. there is a Code-approved air gap between the potential source of contamination, pollution or hazard and the drinking water supply; or

b. a Backflow Prevention Device is installed between the potential source of contamination, pollution or hazard and the drinking water supply.

2. A Backflow Prevention Device must be tested upon installation. The test must be conducted by an individual who has completed a Commission-approved course on cross-connection control and backflow prevention and passed an exam administered by the Commission or its agent ("*Recognized Tester*"). The Recognized Tester must certify that the Backflow Prevention Device is operating within specifications and present evidence that the gauges used in the test have been calibrated and tested for accuracy in accordance with American Water Works Association or University of Southern California standards and that the Recognized Tester is currently certified to conduct Backflow Prevention Device tests.

3. A Backflow Prevention Device that is installed to protect against cross-connection, potential cross-connection, or other situation involving any substances 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 must be inspected and certified to be operating within American Water Works Association or University of Southern California specifications at least annually by a Recognized Tester. All test and maintenance reports must be completed using a Commission form, or a form that contains the same information, and must be filed with the District within 30 days regardless of whether the test indicates a passed or failed test.

4. The District will maintain test and maintenance reports for a period of at least three years.

G. Enforcement. Any customer who fails to comply with the terms of this Article may be assessed a penalty as provided in Article XVIII of this Order. In addition, the District may terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article will be billed to and must be paid by the responsible customer.

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XIV. Customer Service Inspections.

A. Authority. 30 *Texas Administrative Code* §290.46(j) requires the District to adopt rules providing for the conduct and certification of customer service inspections.

B. Inspections. The applicant for service or customer must submit a completed customer service inspection certification to the District in the following instances:

1. before the District provides continuous and adequate service to new construction;

2. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or

3. after any material improvement, correction or addition to any existing private plumbing facilities.

C. Certifications. A customer service inspection certification must be fully completed in the form attached as **Exhibit B**. The certification must be completed at the applicant's or customer's expense by:

1. a Plumbing Inspector and Water Supply Protection Specialist licensed by the Texas State Board of Plumbing Examiners and in good standing at the time of the inspection;

2. a certified waterworks operator and employee of the District's management company who has completed a training course, has passed an examination administered by the Commission or its designated agent, and holds an endorsement granted by the Commission or its designated agent; or

3. a licensed plumber, if the inspection and certification are for a single-family residential service.

D. Records. The District will maintain copies of completed customer service certifications for a minimum of ten years.

E. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered, they must be promptly repaired and eliminated by the customer or applicant for service to prevent contamination of the water supplied by the District. The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new customer service inspection certification is provided to the District.

F. Enforcement. If a customer fails to comply with the terms of this Article, the District may assess fines in accordance with Section XVIII of this Order, and may terminate service. Any expenses associated with the enforcement of this Article will be billed to and must be paid by the responsible customer.

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XV. Service Commitments and Other District Approvals; Review Fees; Land Plan Revisions

A. Applicants for service commitments, out-of-district service requests, land plan revisions, construction plan review and/or inspection, subdivision plan review and/or inspection or other types of District approvals are responsible for the payment of all legal, engineering and/or management fees incurred by the District in reviewing their applications and, in addition, will be responsible for the cost of updating the District's water and wastewater maps to reflect any facilities to be constructed by the applicant pursuant to any approved plans. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application and the update of the District's water and wastewater maps, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultants' fees associated with the application or map updates incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No service commitment or plan approval will be issued by the District until all fees are paid. If the District approves any change in its land plan at an applicant's request, the District's official land use plan will be revised to reflect the change by the District's engineer, at the applicant's expense.

B. Applicants must work diligently and in good faith with the District's representative toward the ultimate disposition of an application. Applications for service commitments, out-of-district service requests, land plan revisions, construction plan review and/or inspection, subdivision plan review and/or inspection or other types of District approvals will expire 180 days following the day the application for such approval was received by the District's representative. If, at the expiration of the 180 day application period, an application has not been finally approved or denied, the Applicant must pay a $2,500 extension fee to extend the application period an additional 180 days, unless the District's representative determines that the Applicant has consistently worked diligently and in good faith toward the ultimate disposition of the application.

C. Any service commitment or construction plan approvals by the District will be valid for a period of three years from the date of approval only. Unless the project for which the commitment has been made or the plans have been approved has been completed within three years from the date of such approval, the approval will expire and the applicant will be required to submit a new application or set of plans to the District, and to pay all of the District's costs associated with its review and approval of such application or plans.

XVI. Development and Utility Construction Agreements.

A. Applicants for a utility construction agreement or other type of development agreement with the District must pay all legal, engineering and/or management fees incurred by the District in the negotiation and preparation of the agreement and, in addition, must pay all engineering fees required to update the District's water and wastewater maps to reflect any water and wastewater facilities which will be constructed under the terms of the agreement. The District's representative will establish a deposit amount equivalent to the estimated consultant

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fees that are expected to be incurred in connection with the agreement and map updates, and the applicant must deposit this amount with the District prior to any work being initiated. All consultants' fees associated with the agreement and map updates which are incurred by the District will be charged against the deposit. Upon completion of the related work, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No agreement will be executed by the District or become effective until these fees are paid.

XVII. Maintenance of Stormwater Structural Controls.

A. Applicants seeking to develop or redevelop any property within the District must submit a maintenance plan, in a form approved by the District's engineer, addressing the maintenance requirements for all on-site drainage facilities, to the District at the time plans for drainage facilities are submitted to the District. Prior to approval of the construction plans, the Applicant must execute and deliver to the District for recording in the official public records of the county in which the property is located a maintenance covenant substantially in the form of the attached **Exhibit C**, or in a form approved by the District's attorney, that memorializes the property owner's obligations under the maintenance plan. All on-site drainage facilities, including without limitation, filtration, detention, and sediment-removal facilities that are the responsibility of the property owner, must be continuously maintained and repaired in compliance with the maintenance plan, and such maintenance and repair must be documented and retained by the property owner for review by the District upon request. On-site drainage facilities are subject to inspection by the District upon completion, six months after completion, and annually thereafter. If the District's inspection of any on-site drainage facility indicates that the facility is not in proper working condition or otherwise requires maintenance or repair, the District will give written notice to the property owner, and the owner must maintain or repair the facility, as appropriate, within 30 days of the date of the notice. If the facility is not maintained or repaired within this 30-day period, the District may, but is not obligated to, maintain or repair the facility and charge the expense to the property owner. The property owner must reimburse the District, within 10 days after receipt of written demand, all costs incurred by the District for maintenance or repair of the facilities, plus the lesser of (i) the maximum lawful interest rate, or (ii) 15% per annum, until paid in full. A failure to maintain or repair on-site drainage facilities, or to pay the reasonable expenses incurred by the District in performing the maintenance or repair, will subject the owner to the penalties set forth in Article XVIII, and to termination of utility service to the property.

XVIII. Penalties.

A. Water and sanitary sewer service will not be provided by the District until all requirements of this Order have been met.

B. The provisions of this Order constitute rules adopted under Section 54.205, *Texas Water Code*. Violation of any provision of this Order will result in the offending party being subject to the payment of a penalty, not to exceed $5,000 per violation, which will be set by the Board. Each day during which an offense continues will constitute a separate violation. In addition, the violating party will be liable to the District for any other penalty provided by the laws of this State, and any costs incurred by the District in connection with any repairs or

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corrections necessitated by the violation. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the Court.

C. The District has published notice of the rules contained in this Order as required by Section 54.207, *Texas Water Code*.

XIX. Multiple Counterparts.

This instrument may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile or .pdf of the signature of the undersigned, and a signature of the undersigned transmitted by fax, email or similar electronic means, will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

XX. Previous Orders Superseded.

All previous Orders Establishing Services Rates, Charges and Tap Fees and Adopting Rules and Policies With Respect to the District's Water, Wastewater and Drainage Systems are hereby revoked and superseded by this Order in their entirety.

(Signature page follows)

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PASSED AND APPROVED to be effective as of the 1st day of October, 2026.

Signed by:
Brenda Vrabel
A36AB848924F492...
Brenda Vrabel, President
Board of Directors

ATTEST:

Signed by:
Colette Downey
E42A886E60A94AE...
Colette Downey, Secretary
Board of Directors

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EXHIBIT "A"
Customer Application

Northtown MUD
Water/Wastewater Service Application

Return to: Northtown MUD
C/O Crossroads Utility Services
2601 Forest Creek Drive
Round Rock, Texas 78665-1232
Work Order #: _____

By Email: customerservice@crossroadsus.com
By Fax: 512-246-1900
(if faxing, please call 512-246-1400 to confirm receipt)
Today's Date: _____

Applicant's Name: Date to Begin Service:

Service Address: Property Owner's Name:

Billing Address: Property Owner's Address:

Applicant's Cell Phone No. Email address:

Applicant's Phone No. Property Owner's Number:

Applicant is: ☐ Owner ☐ Tenant ☐ Other_____ Applicant's Employer:

Applicant's Driver's License & State: Work Phone:

Spouse's Name & Work No.:

The undersigned hereby makes application to Northtown MUD for water and wastewater services. We/I understand and agree that we/I will be responsible for all water and wastewater services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's Rules and Regulations regarding utility services. We/I agree to comply with the District's Rules and Regulations and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the Rules and Regulations may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

Signed: _____

Signed: _____

House Bill 859 requires "government-operated" Utilities to notify customers of their right to confidentiality. You have the right to request confidentiality of your personal information contained in our records. "Personal information" as defined by the statute means an individual's address, telephone number, or social security number.

☐ Accept
☐ Decline

Signed: _____

Signed: _____

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*****PLEASE SIGN AND RETURN THIS COPY*****

Northtown MUD Customer Service Agreement

I. PURPOSE

The Northtown MUD (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the Northtown MUD will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System 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 that allows water to be returned to the public water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

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

F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between the Northtown MUD and _____ (the "Customer").

A. The Water System will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the Water System.

B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System 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 Water System's normal business hours.

C. The Water System shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice that has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any unacceptable plumbing on his premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance shall be provided to the Water System.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer Service Agreement, the Water System 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.

Signed:_____
Customer's Signature

Printed Name: _____

Signed:_____
Customer's Signature

Printed Name: _____

Date: _____

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Checklist for New Applicants

(512) 246-1400
Office Address: 2601 Forest Creek Dr Round Rock, TX 78665
Mailing Address: PO Box 4901 Houston, TX 77210-4901
Hours: Monday – Friday 8 am to 5 pm
Emergency Services 24/7 (512) 246-1400
www.crossroadsus.com

Application:

Please complete the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to customerservice@crossroadsus.com, or fax to 512-246-1900. Please call 512-246-1400 after submitting your application to pay the deposit and administrative fee.

- ☐ Page 1 – Service Application (signed)
- ☐ Page 2 – Customer Service Agreement (signed)
- ☐ **Copy of Driver's License for all applicant(s)**
- ☐ Security Deposit & Application Fee (please call to pay after submitting application)

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Crossroads utility services

Important Information
For New Utility Customers

(512) 246-1400
Office Address: 2601 Forest Creek Dr Round Rock, TX 78665
Mailing Address: PO Box 8009 Round Rock, TX 78683-8009
Hours: Monday – Friday 8 am to 5 pm
Emergency Services 24/7 (512) 246-1400
www.crossroadsus.com

Welcome to Northtown MUD

You have recently opened your utility account and we want to provide you information about your utility billing services. Crossroads Utility Services, LLC manages the water and wastewater systems and the utility billing activities of Northtown MUD

The utility bills for Northtown MUD have a due date of the 10TH every month. If the due date falls on a holiday or weekend, the due date is extended to the next business day. Bills paid after 5pm on or after the due date are subject to a 10% late fee. All payments are posted to your account the business day the payment is received. Your water will be disconnected if your bill is in arrears upon notice and in accordance with Northtown MUD policies.

Payments: **There are several options for paying your utility bill.**

1. **Walk-in Payment** at our Office, Monday thru Friday from 8 am to 5 pm (closed most federal holidays). We accept cash, checks, money orders, cashier checks, and all major credit cards. Our office is located at 2601 Forest Creek Drive, Round Rock, TX 78665.

2. By **Mail**, with check or money order, and your payment will be credited the day that we receive it. Please write your entire account number on the check or money order. Please send payment payable to Northtown MUD **PO Box 8009 Round Rock, TX 78683-8009**. Your account number is located on your billing statement.

3. By **Phone**, with any major credit or debit card. You may also set up automatic monthly payments with your credit or debit card by phone.

4. Our **Website** 24/7 at www.crossroadsus.com with any major credit card or checking account. Payments will be posted next business day. Please click on the "Pay my Bill" tab. You may also set up automatic monthly payments with your credit or debit card or ACH by using the website.

5. **Automatic Draft** Please mail in or bring in a copy of a VOIDED bank check along with your bill stub. The back of your bill stub has our reoccurring monthly auto-draft agreement that needs to be completed with the voided check.

6. Your bank's **Online Bill Pay Service** If you use your bank's online bill pay company, it is critical that the full account number found on your bill is clearly shown on the check to ensure your payment is posted promptly and correctly to your account. Please allow 7-10 business days to ensure your payment is received before your due date. Please send payment payable to Northtown MUD **PO Box 8009 Round Rock, TX 78683-8009**.

8. **Drop box** Please remit your bill stub and a check payable to Northtown MUD secured in an envelope in the water utility drop box location at 700 E Wells Branch Parkway, Pflugerville, TX 78660 Cash is not accepted.

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EXHIBIT "B"

Customer Service Inspection Certificate

Texas Commission on Environmental Quality

Customer Service Inspection Certificate

Form TCEQ-20699 - Instructions

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per ***Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)***. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: ***The form is intended to be completed on-site while the inspection is occurring***. *If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in ***30 TAC §290.46(f)(3)(E)(iv).***

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.

2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.

3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

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Texas Commission on Environmental Quality

Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

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

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

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

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

Remarks:	

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

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

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

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EXHIBIT "C"
Maintenance Plan Form

DECLARATION OF MAINTENANCE COVENANTS FOR STORMWATER STRUCTURAL CONTROLS

This **DECLARATION OF MAINTENANCE COVENANTS FOR STORMWATER STRUCTURAL CONTROLS** (this "*Declaration*") is entered into effective as of _____, 202_ (the "*Effective Date*"), by and between _____ ("*Declarant*") and **NORTHTOWN MUNICIPAL UTILITY DISTRICT** (the "*District*").

RECITALS

A. Declarant is the owner of the real property described on **Exhibit "A"** attached hereto and incorporated by reference (the "*Property*").

B. Declarant intends to construct and thereafter maintain stormwater structural controls (the "*Controls*") on the Property, including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds, and other devices and measures, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the District's municipal separate storm sewer system (MS4).

C. To ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant desires to impose upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. Covenants Running with the Land. Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.

2. Declarant's Responsibility to Construct and Maintain. Declarant will be responsible for the construction of the Controls. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair, and inspection of the Controls in compliance with this Declaration, the "Stormwater Structural Controls Maintenance Plan" attached hereto as **Exhibit "B"** and incorporated by reference, the District's Stormwater Management Program (SWMP), and the District's rules and regulations, as may be amended from time to time (the "*District Requirements*"). Inspections conducted by Declarant, its successors and assigns will follow the format of the "Stormwater Structural Controls Maintenance Inspection Checklist" attached hereto as **Exhibit "C"** and incorporated by reference. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.

3. Location of the Controls. The Controls will be located on, over, across, or under the Property.

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4. Inspection by District. The District, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with the District Requirements, and if necessary or desirable, to maintain the Controls as provided under Paragraph 6 below. The District has no responsibility for the maintenance of the Controls. In no event will this Declaration be construed to impose any such obligation on the District.

5. Maintenance of Controls. The Declarant will be entirely responsible for all maintenance activities associated with the Controls. The Declarant will implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation of 25% or more of the original design capacity, excessive growth of vegetation/trees, and/or if written notice from the District is issued requesting maintenance on the Controls. The Declarant will remove any encroachments located within the Controls, such as tents, fences, or other improvements. The Declarant will remove any graffiti located on the Controls and will repair the Controls in the event they are damaged by vandalism. The Declarant will retain documentation of all maintenance activities and inspections performed on the Controls and make the records available to the District for review upon request.

6. Failure to Maintain. If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Controls at the Declarant's expense. Declarant will reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum, until paid in full. Nothing in this paragraph or this Declaration, will create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.

7. Conflicts. The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is and will be deemed to be revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.

8. Successors and Assigns Bound. Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the District's access to the Controls, the District's rights of ingress and egress to the Controls and the District's right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration will be binding upon the Declarant, its successors and assigns, and any future owners of the Property. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and will be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party.

9. Negation of Partnership. None of the terms or provisions of this Declaration will be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants, or otherwise; nor will it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor will it be construed to

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create any third party beneficiary rights in any person, except as expressly stated herein.

10. Enforcement. If any person or entity of any type violates or attempts to violate this Declaration, it will be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. Violation of this Declaration will additionally constitute a violation of the District Requirements, as may be amended from time to time, and in the event of such violation, the District may implement enforcement measures or assess penalties as permitted thereunder. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, will not constitute a waiver or estoppel of the right to do so in the future.

11. Entire Agreement. This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration will be construed as a whole according to their common meaning and not strictly for or against Declarant.

12. Notices. All notices and approvals required or permitted under this Declaration will be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice will be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.

13. Governing Law; Performance. This Declaration and its validity, enforcement, and interpretation will be governed by the laws of the State of Texas, without regard to any conflict of laws principles, and applicable federal law. This Declaration is performable only in the county in which the Property is located.

14. Amendment. This Declaration may not be amended or abrogated in part or whole without the express written consent of the District.

15. Gender and Grammar. The singular wherever used herein will be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, will in all cases be assumed as though in each case fully expressed.

16. Titles. The titles of sections contained herein are included for convenience only and will not be used to construe, interpret, or limit the meaning of the term or provision contained in this Declaration.

17. Recording of Agreement. This Declaration will be recorded in the official public records of the county in which the Property is located and will constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Declarant has executed this Agreement to effective as of the Effective Date.

DECLARANT:

Organization:_____

By:_____

Name:_____

Title:_____

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of _____, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

[SEAL]

_____
Notary Public in and for the State of Texas

My commission expires: _____

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CONSENT AND SUBORDINATION OF LIENHOLDER

_____, a _____ ("*Lienholder*"), is the present legal and equitable owner and holder of certain indebtedness of _____, a _____ ("*Borrower*"), joins in this Declaration of Maintenance Covenants for Stormwater Structural Controls (the "*Declaration*") for the sole purpose of consenting to the Declaration and subordinating any liens it may have securing indebtedness of Borrower payable to Lender to the Declaration. The undersigned has the authority to execute this Consent and Subordination of Lienholder on behalf of Lender.

LIENHOLDER:

_____,
a _____

By:_____
Name:_____
Title:_____
Date:_____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was executed before me on this _____ day of _____, 20___, by _____, _____ of _____, on behalf of said _____.

_____
Notary Public Signature

(seal)

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EXHIBIT "A"
PROPERTY

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EXHIBIT "B"
STORMWATER STRUCTURAL CONTROLS MAINTENANCE PLAN

Year 1

1) Detention Basin must be monitored monthly to ensure that sufficient vegetation has been established. Eliminate invasive plants at the soonest possible time. Hand weeding and pruning is the preferred method for removing invasive plants; however spot applications of appropriate herbicides may be utilized. Determination of herbicide use and application must be completed by certified applicators and all manufacturer's recommendations must be followed.

2) Monitor the basin following rain events to ensure that it drains completely within a 72-hour period, or per the design specifications. If the basin does not drain as designed, identify the cause. Corrective measures may be necessary to mitigate drainage issues.

3) Mowing should be conducted on a routine basis to control the growth of invasive species. During the first year, vegetation should be mowed no shorter than 6" and mowing activities should be conducted prior to the maturation of invasive species into seed form. Mowing activities should not be conducted during wet conditions.

4) Inspect inlet and outlet structures on a monthly basis to ensure proper function.

Year 2 and Beyond

1) Mowing must be conducted on a routine basis to control the growth of invasive species. Vegetation should be mowed no shorter than 4" and mowing activities should be conducted prior to the maturation of invasive species into seed form. Mowing activities should not be conducted during wet conditions.

2) Monitor the basin on a routine basis for overall performance. If basin does not drain within a 72- hour period or per the design specifications, identify the cause. Consult with the design engineer if necessary to perform corrective actions.

3) Conduct annual inspection of basin to identify erosion/instability issues, evidence of animal burrowing, excessive vegetation growth, accumulations of trash/debris, drainage issues, mechanical failures, and excessive accumulations of sediment. Complete maintenance inspection checklist and retain on file (see attachment).

4) Perform any necessary maintenance activities to ensure that the basin continues to function according to the original design specifications.

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EXHIBIT "C"
STORMWATER STRUCTURAL CONTROLS MAINTENANCE INSPECTION CHECKLIST

Stormwater Structural Controls Maintenance Inspection Checklist

Pond:_____ Date:_____ Inspected by: _____ Location: _____

General Observations:
Is water flowing? ☐Yes ☐No Standing water? ☐Yes ☐No Depth:_____ Comments:_____

Any obstructions or sediment accumulations in the pond that could affect performance? Yes ☐ No ☐ _____
(Sedimentation of 25% or more of total designed capacity requires maintenance)

Pond Conditions:
Does the pond sides/slopes/bottom show signs of settling, cracking, sloughing or other problems? ☐Yes ☐No_____

Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability? ☐Yes ☐No _____

Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion? ☐Yes ☐No _____

Is there evidence of encroachment, improper use, or vandalism of the pond? ☐Yes ☐No _____

Do vegetated areas need mowing? ☐Yes ☐No Are there areas that need to be re-vegetated? ☐Yes ☐No _____
☐ Mowed today ☐Will schedule mowing ☐Will schedule re-vegetation activities

Do vegetated areas need thinning, i.e. cattails, willows, trees? ☐Yes ☐No ☐Thinned today ☐Will schedule thinning

Is there accumulation of trash, debris and/or litter to be removed? ☐Yes ☐No ☐ Removed today ☐ Will schedule removal

Any signs of vandalism or other activity that could affect performance of the pond? ☐Yes ☐No _____

If permanent pool, any visible pollution? ☐Yes ☐No _____ Erosion at high water mark? ☐Yes ☐No _____

Abnormally high water level? ☐Yes ☐No _____ Unusual Algae blooms? ☐Yes ☐No _____
(May indicate obstruction at orifice, or trash rack; verify outlet structure operating properly) (May signal too many nutrients in runoff; identify dog activity and clippings management; will need monitoring)

Structural Components:
Are the pipes/inlets going into or out of the pond clogged or obstructed? ☐Yes ☐No _____

Is the outfall channel from the pond functioning appropriately? ☐Yes ☐No _____

Is the inflow trickle channel working properly? ☐Yes ☐No _____

Is the orifice and/or trash rack obstructed? ☐Yes ☐No _____

Is the outfall channel, trickle channel or other conveyance in need of repair? ☐Yes ☐No _____

Are the manholes, frames, and covers associated with the outfall channel in appropriate condition? Yes☐No ☐ _____

Do any safety features, such as fences, gates or locks need repair or replacement? ☐Yes ☐No _____

Plan of Action:
If answered YES to any of the above, the following is an anticipated *Maintenance Needs Action List*:

Total number of concerns: _____ _____ Need more monitoring (Anticipated schedule to re-visit; identify what will trigger action)
(Yes answers)
_____ Need routine repair (Approximate schedule for repairs; date of follow-up to re-inspect)

_____ _____ Need immediate repair (Take action if correct equipment on site; or contact supervisor)

Signature