

TIMBER LANE UTILITY DISTRICT

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

The Board of Directors (“Board”) of Timber Lane Utility District (“District”) met at the Board’s regular meeting place on February 9, 2023, with a quorum of directors present, as follows:

Daniel M. Meacham, President
Robert B. Schenck, Vice President
James F. Messer, Secretary
A. F. “Bud” Gessel, Assistant Secretary
Eric Langstaff, Director

and the following were absent:

None

when the following business was transacted:

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

Ayes: All directors present.

Noes: None.

The Order thus adopted is as follows:

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

The Order hereinafter set forth shall become effective on February 9, 2023.

ORDER ESTABLISHING POLICY AND SETTING
RATES FOR WATER AND SEWER SERVICE AND
ESTABLISHING PENALTIES FOR VIOLATIONS THEREOF

ARTICLE I

General Provisions

Section 1.1 Definitions

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

- a) “Apartments” shall mean any building or structure containing an aggregation of five (5) or more separate residential dwelling units.
- b) “Consumer” shall mean the occupant of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.
- c) “Cross Connection” shall mean a physical connection or other arrangement through which a potable water system may be contaminated by back-siphonage or backflow.
- d) “Delinquent bill” shall mean a bill for water and/or sewer service which has not been paid within twenty (20) days after the date of the bill for the preceding month’s service.
- e) “Extreme Weather Emergency” shall mean a period beginning when the previous day’s highest temperature within the boundaries of the District did not exceed 28 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for the area within the boundaries of the District. For purposes of this definition, an Extreme Weather Emergency is over on the second business day the temperature within the boundaries of the District exceeds 28 degrees Fahrenheit.
- f) “Fee Schedule” shall mean the fees and rates charged to customers within the District for water and sewer services, pursuant to the District’s Order for Adoption of Schedule of Water and Sewer Fees and Rates, as amended from time to time.
- g) “Nontaxable Entity” shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.
- h) “Operator” shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the plants and lines of the District’s system.

i) “Residential connection” shall mean and include any single family residence, townhouse, or multiplex (other than apartments), when such is separately metered.

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

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

l) “TAC” as used herein shall mean the Texas Administrative Code.

m) “TCEQ” or “Commission” as used herein shall mean the Texas Commission on Environmental Quality or any successor agency.

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

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

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

Section 1.3 Water connections generally

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

Section 1.4 Unauthorized practices

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

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

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

d) The District shall consider the existence of a health hazard as identified in 30 TAC §290.47(f), or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Consumers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 TAC §290.44(h). The District is not required to follow the provisions of Section 2.3 when terminating water service under this Section 1.4d).

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

f) All tampering with District meters, taps or other District facilities, unauthorized usage of water or sewer service, and unauthorized discharges into the District's sanitary or storm

sewer systems are prohibited. In addition to any of the foregoing, the District may bill and collect from any Consumer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5 Plumbing restrictions

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

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

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

c) No connection which allows water to be returned to the public drinking water supply is permitted.

d) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988 and prior to January 4, 2014. Plumbing installed after January 4, 2014 shall be $\leq 0.25\%$ lead content.

e) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988.

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

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

Section 1.6 Plumbing material restrictions; Consumer Service Inspection Certifications.

No new connections to the District's water system shall be made unless (a) a Consumer service inspection has been made by a qualified inspector and (b) a Consumer Service Inspection Certification in the form attached hereto as Exhibit "B" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that cross-connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District shall recognize only the individuals specified in 30 TAC §290.46(j)(1) as capable of conducting Consumer service inspection certifications, and shall retain copies of properly completed certifications on file for a minimum of ten (10) years. The Consumer shall be charged the District's actual costs incurred for each Consumer service inspection. The District will accept properly completed Consumer service inspection certificates performed by qualified persons who are not employed by the Operator, but shall charge an administration fee set out in the Order for Adoption of Schedule of Water and Sewer Fees and Rates, whether for residential or commercial construction. If a Consumer service inspection is made at the District's direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Consumer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until it has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

Section 1.7 Backflow prevention devices

a) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules such backflow prevention device, and shall provide all testing and

maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.3 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all expenses relating thereto.

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

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

Section 1.8 Plumbing code

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

Section 1.9 Monitoring Plan

a) Legal Authority and Purpose

The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of 30 TAC, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 ("Subchapter F"); the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency.

b) Monitoring Plan

(1) The District's operator is authorized and directed prepare and carry out the Monitoring Plan as required by the applicable rules and regulations of the TCEQ or any successor governmental agency thereof.

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

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

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

Section 1.10. Water and Wastewater Service Lines and Connections.

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

ARTICLE II

Commencement and Termination of Service

Section 2.1 Connection to District's system

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

to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available.

Section 2.2 Termination of service upon request of Consumer

Whenever a Consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, the Consumer shall notify the District's operator at least two (2) days prior to the time the Consumer desires such service discontinued. No charge shall be made for discontinuing service, but a charge set out in the Fee Schedule shall be made for restoring water service where such service is discontinued or restored at the request of the Consumer and he is not delinquent in the payment of any bill at the time of either request.

Section 2.3 Termination of service upon initiative of District; Imposition of Penalties

a) The District may terminate water service to a tract or Consumer:

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

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

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

(4) to abate any condition in connection with the District's facilities which in the opinion of the Board is harmful to the health, safety or welfare of District Consumers or the public.

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

(1) At least ten (10) days prior to either (a) termination of a Consumer's service pursuant to this Section, or (b) imposition of a penalty upon a Consumer or other person per Section 7.1 of this Order, a notice shall be delivered to the Consumer or other person advising the Consumer or other person of termination of service or imposition of a penalty pursuant to this Section. If the Consumer's account remains delinquent, an additional notice shall be hung on the door of the residence of a Consumer or the primary

entrance of a commercial Consumer 48 hours prior to termination of the Consumer's service advising the Consumer of termination of service pursuant to this Section. A charge as set out in the Fee Schedule shall be charged by the District to cover the expense to the District when a 48-hour door notice is required and hung (Door Hanger Notice Fee).

(2) Delivery of the ten (10) day notice shall be considered complete upon deposit of the notice in the United States mail, postage prepaid, addressed to the Consumer at his or her last known mailing address.

(3) The ten (10) day notice of termination of service shall include:

(a) a statement that service will be terminated;

(b) the date of termination; and

(c) the reason for termination.

(d) a statement that the Customer has been charged an additional charge set out in the Fee Schedule for the mail delivery of this notice and a statement of additional charges that will be due pursuant to Section 2.3 g) of this Order if 48-hour notices are issued prior to termination of service plus additional charges that will be due pursuant to Section 2.3f) if the operator travels to the Consumer's location for the purpose of terminating service.

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

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

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

matter will be considered. You may present your objection to the board of directors at that time.

(4) Upon delivery of the above-described notice, the Consumer shall be charged a delinquent notice fee (Delinquent Notice Fee) as set out in the Fee Schedule.

c) The District may levy a penalty in accordance with Section 7.1 of this Order. Before the Board considers the imposition of penalties for violation of this Order, a Violation Notice shall be delivered to the Consumer or other person as follows:

(1) a statement that the Board will conduct a hearing to consider imposition of a penalty against a Consumer or other person pursuant to Section 7.1 of this Order;

(2) the amount of the penalty that may be imposed;

(3) a description of the event for which a penalty will be considered;

(4) the time, date and place of the event that constitutes a violation of this Order;

(5) a statement that the Consumer or other person will be notified of the time, date and place of the at which the matter will be considered;

(6) a statement that the Consumer or other person may appear at the hearing to present statements and/or evidence regarding the alleged violation; and

(7) delivery of the Violation Notice shall be considered complete upon deposit of the notice in the United States mail, postage prepaid, addressed to the Consumer or other person at his or her last known mailing address.

d) Adjustment of bill by designated representative:

(1) The District's designated representative for purposes of this Section is M.Marlon Ivy & Associates.

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

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

e) Hearing before Board of Directors:

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

(2) The Consumer or other person shall be given notice, at least seventy-two (72) hours in advance, of the time, date, and place of the meeting at which the Board will consider a Consumer's objection or imposition of a penalty.

(3) At such meeting, the Board shall convene in a hearing to consider all matters involving delinquent accounts and/or violations of this Order as described by the District's representatives.

(4) Following the District's representatives' presentation of information about the delinquency and/or violations of this Order, the Consumer or other person shall be entitled to present statements and evidence concerning the delinquency or alleged violation.

(5) After all information, statements and evidence has been presented, the Board shall deliberate and take such action, including termination of service and/or imposition of a penalty, as it deems advisable.

f) A reconnection charge set out in the Fee Schedule, together with the charge due pursuant to Section 2.3 g), plus the full balance due on the account and an additional deposit pursuant to Section 2.7b) (which deposit is in addition to the deposit to secure payment as required by Section 2.7a) in the case of a residential Consumer) or an additional deposit set out in the Fee Schedule (which additional deposit is in addition to the deposit to secure payment as required by Section 2.8a) of this Order in the case of a Commercial Consumer) shall be paid by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section. The reconnection charge shall be due, whether or not service has actually been terminated, if the operator has traveled to the Consumer's location for the purpose of terminating service pursuant to this Section.

g) The Delinquent Notice Fee as set out in the Fee Schedule shall be paid by a Consumer when a notice of termination of service has been issued. The Door Hanger Notice Fee of as set out in the Fee Schedule shall be paid by a Consumer who the operator has issued and installed a 48-hour notice (door hanger) at the Consumer's location prior to terminating service.

In the event the Consumer's bill is paid prior to the installation of the 48-hour door hanger, the Delinquent Notice Fee shall be added to the Consumer's next monthly bill and shall be payable with such bill. In the event the Consumer's bill is paid prior to actual termination of service but after installation of the 48-hour notice, the Delinquent Notice Fee and the Door Hanger Notice Fee shall be added to the Consumer's next monthly bill and shall be payable with such bill. If the Consumer's service is actually terminated after installation of the 48-hour notice, then the Delinquent Notice Fee and Door Hanger Notice Fee shall be added to the amount due pursuant to Section 2.3 f).

Section 2.4 Appeal from Board decision to terminate service or to impose a penalty

a) Any Consumer whose service has been terminated or other person against whom a penalty has been imposed shall have the right of appeal to the Board.

b) Upon receipt of notice that the Board has approved termination of service or imposed a penalty for a violation of this Order, the affected party must comply with all terms of this Order, including payment of any charge or penalty assessed or imposed by the Board.

c) The Board shall have appellate review of any termination of service or imposition of a penalty according to the following schedule and procedures:

(1) The affected party must request a hearing, in writing, to be received by the District within ten (10) business days of the notice of Board decision. The hearing request must describe in detail the basis of the appeal.

(2) After receipt of the hearing request, the Board shall schedule a hearing of the matter at the next regularly scheduled Board meeting following the seventh (7th) day after receipt of the hearing request. The District shall notify the affected party of the time, date and place of the hearing, and

(3) During the time period between request for hearing and the actual hearing date, the affected party must comply with all requirements of this Order.

d) At the hearing the Board shall only address the following matters:

(1) errors in facts considered by the Board or errors in the application of this Order to the event or circumstances, or

(2) extenuating circumstances relating to the affected party's conduct that gave rise to the Board's decision.

e) The hearing shall be conducted on the presumption that the Board's decision and the Order are valid. The affected party shall have the burden to rebut this presumption.

f) The Board may affirm or modify, in whole or in part, its prior decision, but the Board shall not increase the amount of any charge or penalty previously assessed with regard to the matter on appeal.

Section 2.5 Application for installation of water meter with two-inch or less connection

Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will make such installation.

The installation of water meters with connections of more than two inches shall be covered by separate agreements.

Section 2.6 Request for sewer service

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

Section 2.7 Deposit to secure residential Consumer payment

a) The District's operator is hereby given authority to require persons requesting water and/or sewer service from the District to post a deposit with the District in the amount set out in the Fee Schedule for each owner occupied residential connection and for all other residential connections to the District's system. Such deposit is solely to secure the payment of charges established by this Order.

b) In the event a Consumer's service is terminated pursuant to Section 2.3 of this Order, then prior to restoration of service, the Consumer shall pay an additional deposit as set out in the Fee Schedule (which additional deposit is in addition to the deposit required in subsection a) above.) The additional deposit shall be paid on each occasion that a Consumer's service is terminated pursuant to Section 2.3.

c) Upon termination of service, the District shall apply the full amount of all security deposits on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer.

- d) No interest will be paid by the District on such deposit.

Section 2.8 Commercial security deposit

a) The District's operator is further authorized to require persons requesting water and/or sewer service for a commercial connection to post a deposit with the District in an amount to be determined by the operator equal to two (2) months of the average estimated utility bill from the District for such connection. Such commercial deposit is solely to secure the payment of all charges, fees and personal property taxes lawfully levied by the District.

b) In the event a commercial Consumer's service is terminated pursuant to Section 2.3, then prior to restoration of service, the commercial Consumer shall pay an additional deposit as set out in the Fee Schedule, which shall be in addition to the deposit required in subsection a) above.

c) Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges and personal property taxes of the Consumer, and the excess, if any, will be paid to the Consumer.

- d) No interest will be paid by the District on such deposit.

Section 2.9 Transfer fee

A non-refundable fee of set out in the Fee Schedule shall be charged by the District to cover the expense to the District of the transfer of water and sewer service from the builder of any housing unit to its initial occupant and to each subsequent occupant. This fee shall cover the establishment of an account to provide service to the new occupant. The transfer fee shall be billed to each new occupant together with the security deposit immediately upon receipt of a request for water and sewer service.

Section 2.10 Returned checks

If a Consumer's check is returned by the bank, the Consumer's bill paid by such check shall be considered unpaid and subject to the penalty defined in Section 4.9. A processing fee of in the amount set out in the Fee Schedule shall also be charged to the Consumer. If the check was in payment of a delinquent bill as defined in Section 1.1d), and a termination notification as specified in Section 2.3 has been previously delivered, the Consumer shall be required to pay in

full all charges on the Consumer's account by cashier's check or money order.

Section 2.11 Initiation of water and sewer service

The operator is authorized to initiate water and sewer service to a new Consumer upon request, by telephone, from the Consumer. Upon receipt of such request, the operator shall immediately advise the Consumer, by letter, that payment of the applicable security deposit and transfer fee must be made within ten (10) days, or water service will be terminated. In the event water service is terminated after non-payment of the foregoing charges, a payment of a reconnect fee in the amount set out in the Fee Schedule in addition to the security deposit and transfer fee will be required prior to restoration of water service.

Section 2.12 Water and sewer service to multi-family dwellings other than apartments

The following policies shall apply with respect to utility service provided by the District to multi-family residential dwellings other than apartments:

- a) The District requires installation of a separate water meter for each individual dwelling unit to which water service is provided by the District.
- b) The District requires that connection of water service lines, including the meter and appurtenances, to the District's water main shall be made at the nearest available District water main, and installation of all meters shall be made within dedicated water line easements or public utility easements to which the District and its representatives have the right of access, ingress and egress.
- c) It shall be the policy of the District to encourage builders and Consumers to install the fewest number of taps possible, and the District's operator shall be and is authorized to determine whether water taps for new residential connections shall be made on the basis of one 2-inch tap per four (or fewer) individual meters, or two-inch taps with two individual meters each.
- d) It shall be the policy of the District to encourage builders and Consumers to install new sanitary sewer service connections using a minimum number of new sanitary sewer taps consistent with compliance of District's existing sewer rules and regulations and subject to all laws and regulations applicable to sanitary sewer service by the District.

Section 2.13 Water Service for Firefighting Purposes.

The District requires that the installation or connection of any non-public fire suppression system, sprinkler system, or other firefighting system that receives or utilizes any water supplied by the District shall be made to the Consumer's service line on the Consumer's side of the water meter, it being the intent of the District to account for all water received and/or utilized by Consumers of the District.

Section 2.14 Facility inspections

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

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

c) The total fee for the Pre-Construction and Post-Construction Inspections described in Section 2.14 a) and b) shall be as set out in the Fee Schedule, which is due at the time the tap fee is paid. If any re-inspections are required, a fee in the amount set out in the Fee Schedule shall be paid for each such re-inspection.

Section 2.15 Payment of bills and continuation of service during Extreme Weather Emergency; payment schedules following Extreme Weather Emergency

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

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

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

telephone and you feel this does not reflect your understanding of that agreement, please contact the [name and contact information of Operator].”.

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

ARTICLE III

Tap Charges

Section 3.1 Residential water tap charges

a) The following charge shall be made for every residential (including duplex) tap or connection up to and including a 3/4-inch connection, to the District’s water distribution system, which charge shall include the meter and meter box and the installation thereof: actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water, sanitary sewer or drainage facilities, including all necessary service lines and meters, plus 100% of the aforementioned costs.

b) For connections of over 3/4 inch, the District will establish tap charges by separate order or agreement.

c) All tap charges shown above shall be paid when application for the tap or connection is made, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.2 Residential sewer tap inspection fee

After the completion of a sewer tap as provided in Section 2.6, and the inspection thereof by the District’s operator, the person requesting such sewer tap shall pay an inspection fee per

sewer tap plus a deposit, both as set out in the Fee Schedule. The deposit shall be refunded upon satisfactory completion of the sewer inspection.

Section 3.3 Commercial water and sewer tap charges

a) For purposes of this Order, “commercial Consumers” shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, apartments, churches, schools, and any and all establishments not generally considered a single-family residence.

b) The following charge shall be made for every commercial tap or connection to the District’s water, sanitary sewer or drainage facilities, other than a tap or connection for a Consumer which is a Nontaxable Entity: actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water, sanitary sewer or drainage facilities, including all necessary service lines and meters, plus 200% of the aforementioned costs.

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

d) A deposit in the amount of the estimated costs of construction, installation and inspection of the tap or connection shall be paid when application for the tap or connection is made. The balance of the tap charges in Section 3.3b) or c) above, as appropriate, shall be paid prior to commencement of service at the tap connection, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.4 Commercial sewer tap inspection fee

After the completion of a commercial sewer tap or a storm water connection as provided in Section 2.6, and the inspection thereof by the District’s operator, the person requesting such

sewer tap or storm water connection shall pay an inspection fee per sewer tap plus a deposit, both as set out in the Fee Schedule. The deposit shall be refunded upon satisfactory completion of the inspection.

Section 3.5 Irrigation water tap fee

a) The charge set out in the Fee Schedule shall be made for every tap or connection up to and including a 3/4-inch connection to the District's water system for irrigation use only, which charge shall be paid in advance and shall include the meter, meter box and installation thereof.

b) The charge set out in the Fee Schedule shall be made for every 1-inch tap or connection to the District's water system for irrigation use only, which charge shall be paid in advance and shall include the meter, meter box and installation thereof.

c) For irrigation connections of over 1-inch, the District shall establish tap charges by separate order or agreement.

ARTICLE IV

Rates for Service

Section 4.1 Monthly rates for residential water service

a) The rates per month as set out in the Fee Schedule shall be charged for residential water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein.

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

c) The rates for water service provided in a) above and set out in the Fee Schedule shall be applicable to each occupied apartment unit within an apartment project other than an apartment project owned by a Nontaxable Entity. For apartment projects that do not have a separate meter for each apartment unit, water service may be supplied through a master meter, and the charge for water service to each unit shall be calculated as set out in the Fee Schedule

When an apartment project's occupancy has reached 85% of capacity and at all times thereafter, the charge for the apartment project shall as set out in the Fee Schedule.

Section 4.2 Monthly rates for water service to apartments owned by a Nontaxable Entity

a) The rates set out in the Fee Schedule shall be charged to apartments owned by a Nontaxable Entity for water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein.

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

c) The rates for water service provided in a) above and set out in the Fee Schedule shall be applicable to each occupied apartment unit within an apartment project. For apartment projects that do not have a separate meter for each apartment unit, water service may be supplied through a master meter, and the charge for water service to each unit is set out in the Fee Schedule.

When an apartment project's occupancy has reached 85% of capacity and at all times thereafter, the charge for the apartment project shall be as set out in the Fee Schedule.

Section 4.3 Monthly rates for residential sewer service

a) The rates per month set out in the Fee Schedule shall be charged for residential sewer service furnished by the District in every instance in which a different charge is not expressly and clearly provided for elsewhere herein.

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

c) The rates provided in a) above and set out in the Fee Schedule for sewer service shall be applicable to each occupied apartment unit within an apartment project other than an apartment project owned by a Nontaxable Entity. For apartment projects that do not have a separate meter for each apartment unit, the charge for sewer service to each unit shall be as set out in the Fee Schedule.

When an apartment project's occupancy has reached 85% of capacity and at all times thereafter, the charge for the apartment project shall be as set out in the Fee Schedule.

Section 4.4 Monthly rates for sewer service to apartments owned by a Nontaxable Entity

a) The rates per month set out in the Fee Schedule shall be charged to apartments owned by a Nontaxable Entity for sewer service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein.

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

c) The rates provided in a) above and set out in the Fee Schedule for sewer service shall be applicable to each occupied apartment unit within an apartment project. For apartment projects that do not have a separate meter for each apartment unit, the charge for sewer service to each unit shall be as set out in the Fee Schedule.

When an apartment project's occupancy has reached 85% of capacity and at all times thereafter, the charge for the apartment project shall be as set out in the Fee Schedule.

Section 4.5 Monthly rates for commercial water service

a) The rates per month set out in the Fee Schedule shall be charged for commercial water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein:

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

Section 4.6 Monthly rates for commercial sewer service

a) The rates per month set out in the Fee Schedule shall be charged for commercial sewer service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

b) The minimum monthly charge is set out in the Fee Schedule. Until a meter is installed, the minimum amount shall be charged each month.

Section 4.7 Monthly rates to builders for water and sewer service to unoccupied residences

The rates set out in the Fee Schedule shall be charged to builders for water and sewer service to unoccupied residences connected to the District's system: minimum residential water and sewer rates.

Section 4.8 No reduced rates or free service

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

Section 4.9 Penalty for failure to pay bill before delinquent

A charge as set out in the Fee Schedule shall be added thereto when such bill has become delinquent as “delinquent” is defined in Subsection 1.1d) of this Order.

Section 4.10 Regulatory assessment

The District shall assess and collect from each Consumer that receives retail water and/or sewer service from the District a regulatory assessment equal to percentage of the District's charges for such water and/or sewer service as set out in the Fee Schedule. The District shall not list the regulatory assessment as a separate item on Consumer utility bills, but the District shall instead deduct the amount of such regulatory assessments from the water and sewer service revenues assessed and collected pursuant to this Order for utility bills rendered on or after September 1, 1991. The District shall remit such regulatory assessments to the TCEQ in the manner required by law.

Section 4.11 Irrigation water rates

- a) The rates provided in Section 4.1a) above and as set out in the Fee Schedule shall be charged for irrigation water service through each separate meter:
- b) The minimum monthly charge shall be the charge established in Section 4.1b) above.

Section 4.12 North Harris County Regional Water Authority fee

The North Harris County Regional Water Authority assesses fees to the District based on the amount of groundwater withdrawn from the District's wells. In addition to the charges set forth herein and in the Fee Schedule, the District shall assess to each Consumer of the District's water for any purpose, whether builder, single-family residential, commercial, apartment, non-

taxable entity, irrigation or any other type of user, an additional fee as set out in the Fee Schedule.

ARTICLE V

Meters

Section 5.1 Title, tampering, maintenance, setting

- a) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.
- b) No person other than a duly authorized agent of the District shall open the meter box, tamper with or in any way interfere with the meter, meter box, service line, or other water and/or sewer appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer plus a damage fee set out in the Fee Schedule, and, pursuant to Section 7.1 below, to impose a penalty.
- c) The District will maintain, repair and replace all meters and appurtenances in connection therewith at its cost.
- d) All meters shall be set by employees or agents of the District.

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

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

Section 5.3 Calibration of Meters

At a Consumer's request, the operator will check and calibrate the Consumer's meter at no charge to the Consumer. Upon a Consumer's second request to check and calibrate the Consumer's meter, the operator will check and calibrate the Consumer's meter, and upon calibration, if the meter is found to be three percent (3%) or less inaccurate, then the Consumer shall bear the cost of the calibration of the meter. However, if after calibration, the meter is found to be more than three percent (3%) inaccurate, the Consumer's bill will be adjusted according to the percentage by which the meter was found to be inaccurate for the month in which the meter was calibrated and for the three (3) months prior to the month in which the

meter was calibrated, and the District shall bear the cost of calibration or meter replacement, as the District shall determine.

ARTICLE VI

Grease Traps

Section 6.1 Requirements for Grease Traps

- a) Any commercial Consumer of the District who serves or prepares food, or is otherwise responsible for discharges containing or potentially containing grease or wastes containing grease in excessive amounts, or oil, sand, flammable waste or other harmful ingredients, shall install and maintain an approved grease trap.
- b) The operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the Consumer in advance, to enter upon any tract within the District to determine the necessity for a grease trap as required by subsection a) above.
- c) Any Consumer of the District responsible for discharges requiring a trap, as determined by the operator or other duly authorized representative of the District, shall, at their own expense and in accordance with the requirements of the City of Houston Building Code, construct and install a grease trap to include equipment and facilities of a design type and design capacity approved by the District's operator and engineer, City engineer, and by the City Director of Public Works or other equivalent officer. Such Consumer shall install the trap in a manner that provides easy access for cleaning and inspection and shall maintain the trap in effective operation condition continuously thereafter. The trap shall be inspected by the District's operator during construction and upon completion. The final inspection shall be made by all interested parties before any service connections are made.
- d) Upon the effective date of this Order, any person who is responsible for a discharge into the District's sanitary sewer system for which a grease trap is required pursuant to this section, and who does not have an approved grease trap in place, shall have 120 days from the date of notice by the District within which to construct and install the required grease trap and secure necessary approvals thereof.

Section 6.2 Grease trap inspections

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

b) In the event a grease trap or any related facilities are found in an unserviceable condition or in need of cleaning or maintenance, the operator or other duly authorized representative of the District shall give written notice to the Consumer responsible for the discharge for which the grease trap is required, advising such person of the deficiencies and requesting prompt attention to the matter. The operator shall conduct such follow-up inspections as may be necessary until the grease trap is in effective operating condition.

c) The District may invoke the procedure described in Section 2.3 of this Order to discontinue water service to a tract or establishment in the event the owner or proprietor of said tract or establishment either (1) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the operator, the board of directors or other duly authorized representative of the District to correct any condition found to be in violation of the District's requirements for installation, maintenance and operation of the grease traps.

Section 6.3 Grease trap fee

A monthly charge as set out in the Fee Schedule shall be made against each Consumer responsible for a discharge for which a grease trap is required pursuant to this Article VI. The charge (monthly grease trap fee) shall defray the District's expenses of periodic inspections of grease traps as provided in this Order.

ARTICLE VII

Enforcement

Section 7.1 Penalties

Pursuant to the authority granted by Sections 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable penalties for the

breach of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in § 27.031, Texas Gov't Code, currently as set out in the Fee Schedule. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

ARTICLE VIII

Miscellaneous

Section 8.1 Savings

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

The president or vice president is authorized to execute and the secretary or assistant secretary to attest this Order on behalf of the Board and the District.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Passed and adopted, this February 9, 2023.

DANIEL M. MEACHAM

President

ATTEST:

JAMES F. MESSER

Secretary

EXHIBIT "A"
TIMBER LANE UTILITY DISTRICT
RETAIL SERVICE AGREEMENT

I. **PURPOSE.** Timber Lane Utility District (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the District will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

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

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988 and prior to January 4, 2014. Plumbing installed after January 4, 2014 shall $\leq 0.25\%$ lead content.

E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988.

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

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

B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the District or its designated agent prior to initiating new service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the District's normal business hours.

C. The District shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

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

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

DATE: _____

CUSTOMER'S SIGNATURE

Name: _____

Address: _____

Telephone No.: _____

EXHIBIT "B"
Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

Reason for Inspection: New Construction ☐
Existing service where contaminant hazards are suspected ☐
Material improvement, connection 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		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than a 8.0% lead exists in private water distribution facilities installed on or after July 1, 1998 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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

Service lines: Lead ☐ 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):		License Number:	
Title of Inspector:		Date/Time of Inspection:	

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

EXHIBIT "C"

Texas Commission on Environmental Quality

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

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

NAME OF PWS:	
PWS ID#	
PWS MAILING ADDRESS:	
PWS CONTACT PERSON:	

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

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA):

- | | | |
|--|--|----------------------------------|
| <input type="checkbox"/> Reduced Pressure Principle (RPBA) | <input type="checkbox"/> Reduced Pressure Principle-Detector (RPBA-D) | Type II <input type="checkbox"/> |
| <input type="checkbox"/> Double Check Valve (DCVA) | <input type="checkbox"/> Double Check-Detector (DCVA-A) | Type II <input type="checkbox"/> |
| <input type="checkbox"/> Pressure Vacuum Breaker (PVB) | <input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker (SVB) | |

Manufacturer:	Main:	Bypass:	Size:	Main:	Bypass:
Model Number:	Main:	Bypass:	BPA Location:		
Serial Number:	Main:	Bypass:	BPA Serves:		
Reason for test:	New <input type="checkbox"/>	Existing <input type="checkbox"/>	Replacement <input type="checkbox"/>	Old Model/Serial #	

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

Is the assembly installed on a non-potable water supply (auxiliary)?

☐ Yes ☐ No

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

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

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

Remarks:

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

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

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

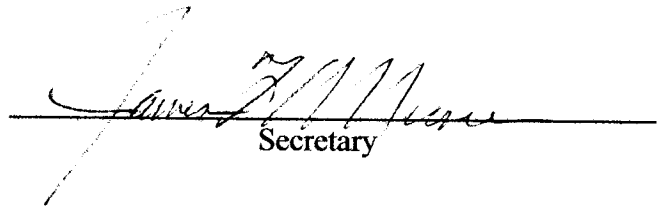
** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

I, the undersigned secretary of the board of directors of Timber Lane Utility District, hereby certify that the foregoing is a true and correct copy of the Order establishing policy and rates for water and sewer service for the District, adopted by said board at its meeting of February 9, 2023, together with excerpts from the minutes of said Board's meeting on that date showing the adoption of said Order, as same appear of record in the official minutes of the Board on file in the District's office.

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

Witness my hand and the official seal of said District this February 9, 2023.




Secretary