

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTIES OF HARRIS §

I, the undersigned officer of the Board of Directors of Windfern Forest Utility District, hereby certify as follows:

1. The Board of Directors of Windfern Forest Utility District convened in regular session on the 19th day of March, 2024, at the regular meeting place thereof, outside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board to-wit:

Karen Hlavenka	President
Eddie Mendel	Vice President
Phyllis Schoelman	Assistant Vice President
Shari North	Secretary/Treasurer
Ann Murphree	Assistant Secretary

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

AMENDED RATE ORDER

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

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

SIGNED AND SEALED the 19th day of March, 2024.

Shari B. North
Secretary, Board of Directors



AMENDED RATE ORDER

(Effective April 19, 2024)

WHEREAS, Windfern Forest Utility District owns and operates a water, sewer and drainage system which provides service to residential and commercial establishments within the District; and

WHEREAS, the Board of Directors deems it necessary, at this time, to amend rates and charges for persons receiving water, sewer and drainage services from the District; Now, Therefore

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WINDFERN FOREST UTILITY DISTRICT THAT:

Section 1: During construction and prior to initial occupancy, a builder shall be charged a monthly flat rate of \$12.00 for water service.

Section 2: Water Service

A. Residential Connections: Each single family residential and multi-family user within the District shall be charged for water service on a monthly basis according to the volume of water used per residential unit in accordance with the following schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$ 15.25 (minimum monthly charge)	0 - 5,000 gallons
\$ 2.30 per 1,000 gallons	5,001 - 15,000 gallons
\$ 2.92 per 1,000 gallons	15,001 - 20,000 gallons
\$ 4.27 per 1,000 gallons	20,001 - 30,000 gallons
\$ 4.75 per 1,000 gallons	All over 30,000 gallons

In the case of a multi-family residential structure or residential structure where each separate residential unit is not individually metered by the District, the user shall be billed the total of (1) a minimum charge of \$15.25 for each separate residential unit, plus (2) \$2.30 per 1,000 gallons for each 1,000 gallons used by the occupants of such structure in excess of the product obtained by multiplying the number of separate residential units in such structure by 5,000 gallons (up to an average of 15,000 gallons per separate unit), plus (3) \$2.92 per 1,000 gallons for each 1,000 gallons used by the occupants of such structure in excess of the product obtained by multiplying the number of separate residential units in such structure by 15,000 gallons (up to an average of 20,000 gallons per unit), plus (4) \$4.27 per 1,000 gallons for each 1,000 gallons used by the occupants of such structure in excess of the product obtained by multiplying the number of separate residential units in such structure by 20,000 gallons (up to an average of 30,000 gallons per unit), plus (5) \$4.75 per 1,000 gallons for each 1,000 gallons used by the occupants of such structure in excess of the product obtained by multiplying the number of separate residential units in such structure by 30,000 gallons.

During construction of any multi-family residential structure, and prior to initial occupancy, water service will be billed at the rate for commercial users based on usage, not the number of units in the multi-family structure.

Upon initial occupancy of the multi-family structure, regardless if construction of the multi-family structure is still on going, water will be billed using the following formula:

First month of occupancy:	The total number of units X \$7.00 X 15%
Second month of occupancy	The total number of units X \$7.00 X 30%
Third month of occupancy	The total number of units X \$7.00 X 45%
Fourth month of occupancy:	The total number of units X \$7.00 X 65%
Fifth month of occupancy	The total number of units X \$7.00 X 85%
Sixth month of occupancy	The total number of units X \$7.00 X 100%

B. Commercial Connections: Each commercial user within the District shall be charged for water service on a monthly basis according to the volume of water used per the following schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$ 20.00 (minimum monthly charge)	0 - 5,000 gallons
\$ 2.50 per 1,000 gallons	5,001 - 15,000 gallons
\$ 3.00 per 1,000 gallons	15,001 - 20,000 gallons
\$ 4.35 per 1,000 gallons	20,001 - 30,000 gallons
\$ 4.85 per 1,000 gallons	All over 30,000 gallons

C. Irrigation Connections: Each irrigation user within the District shall be charged for water service on a monthly basis according to the volume of water used per the following schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$ 25.00 (minimum monthly charge)	0 - 5,000 gallons
\$ 2.50 per 1,000 gallons	5,001 - 15,000 gallons
\$ 3.25 per 1,000 gallons	15,001 - 20,000 gallons
\$ 4.50 per 1,000 gallons	20,001 - 30,000 gallons
\$ 5.10 per 1,000 gallons	All over 30,000 gallons

Section 3: Sewer Service

A. Residential Connections. Each single family or multi-family residential user within the District shall pay a monthly sewer service charge of \$20.25, plus the prevailing monthly rate for garbage collection and disposal services, per residential unit and \$0.61 per one thousand gallons for all sewage discharge over 5,000 gallons as measured by actual water consumption.

In the case of a multi-family residential structure the user shall be billed a charge of \$20.25 a month for each individual unit in the multi-family residential structure and \$0.61 per one thousand gallons for all sewage discharge over 5,000 gallons as measured by actual water consumption

During construction of any multi-family residential structure, and prior to initial occupancy, sewer service will be billed at the rate for commercial users based on usage, not the number of units in the multi-family structure.

Upon initial occupancy of the multi-family structure, regardless if construction of the multi-family structure is still on going, sewer will be billed using the following formula:

First month of occupancy:	The total number of units X \$14.00 X 15%
Second month of occupancy	The total number of units X \$14.00 X 30%
Third month of occupancy	The total number of units X \$14.00 X 45%
Fourth month of occupancy:	The total number of units X \$14.00 X 65%
Fifth month of occupancy	The total number of units X \$14.00 X 85%
Sixth month of occupancy	The total number of units X \$14.00 X 100%

B. Commercial Connections: Each commercial user within the District shall be charged a minimum of \$23.95 a month and shall be charged \$1.31 per one thousand gallons for all sewage discharge over 5,000 gallons as measured by actual water consumption.

C. Irrigation Connections: Unless there is a sewer connection to an irrigation user, there will not be a sewer charge to an irrigation user. If a sewer connection does exist to an irrigation user the sewer charge will be the same as for a commercial user.

D. Sewer Connections: All connections to the District's sewer system shall be made in accordance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections" (the "Sewer Rules"), as the same may be amended from time to time. All connections shall be inspected by a representative of the District prior to being covered in the ground. A fee of \$60.00 shall be charged for each single family residential sewer inspection and a quoted fee, after review of the plans shall be charged for each other user. In the event a connection is made and covered without such inspection, water service may be terminated until the line is uncovered and so inspected. Water service shall not commence until the connection has been installed in accordance with the Sewer Rules. If a sewer connection fails an inspection, an additional inspection fee at the same rate shall be paid to the District prior to reinspection.

Section 4: District Policy Relating to Service to Property Located Outside the Boundaries of the District. It is hereby declared that it is the policy of the District to provide water and sewer service to property located within five (5) miles of the boundaries of the District only if the District's Board of Directors affirmatively finds that the provision of such service will not adversely affect the District's ability to provide water and sewer service to property within the District. Any such service shall be pursuant to a written water supply and/or sewer service contract with the District. Such contract shall provide that:

A. The owners of the property to be served shall construct the water and sewer lines required to connect with the District's system at their own expense and in accordance with standards set by the District's engineer,

B. Once constructed, these water and sewer lines, along with necessary easements, shall be deeded, free of charge, to the District,

C. The owner shall pay for the capacity reserved for the property to be served in the water and sewer plants.

D. The owner shall reimburse the District for all costs associated with contracting with the landowner and in connecting its systems with the systems built within the tract, including legal and engineering fees and other costs reasonably attributable thereto.

E. Rates for water and sewer service per connection shall be:

1. Non-taxable Users (any user that is exempt from ad valorem taxation, such as a church or a school) - Two (2) times the rates charged per connection within the District, and
2. All Users Other Than Non-Taxable Users – Three (3) times the rates charged per connection within the District; and

F. The owners of the property to be served agree to have the land to be served included within the District if and when annexation is determined to be feasible by the Board of Directors of the District.

Section 5: Tap and Inspection Fees

A. All Users Other Than Non-Taxable Users. Prior to connection to the District's water system, a tap fee shall be paid to the District equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, and repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation, except that (i) the tap fee for a 5/8-inch water meter shall be \$950.00 and (ii) the tap fee for a 1-inch water meter shall be \$1100.00, which are hereby found to be equal to or less than the District's actual costs, as described above.

Connections to the District's water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be inspected by the District's operator or its subcontractor.

B. Non-Taxable Users

1. Non-taxable users shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation (as determined by the District's operator) plus the user's pro rata share of the District's actual cost of the facilities necessary to provide District services to the non-taxable user that have been or will be fully or partially financed by the District's tax bonds (as determined by the Board of Directors) (the "Installation Costs").
2. The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors. The user shall pay the estimated Installation Costs, prior to installation of the tap. If the actual Installation Costs are

greater than the estimated Installation Costs paid by the user, the difference must be paid by the user before the District will provide service to the user. If the actual Installation Costs are less than the estimated Installation Costs paid by the user, a refund for the difference shall be issued to the user.

C. Temporary Meters.

1. During construction a builder may use water from a flushing valve only after paying a \$50 installation fee and a \$1,000 deposit to the District's operator for installation of a temporary meter and fire hydrant wrench. The deposit will be returned after the builder completes all construction. The deposit described herein may be applied by the District to the cost of water usage by a builder or a builder's agent and the cost of repair for any damage to the hydrant caused by the builder or a builder's agent. Water shall be billed at the rates established in Section 2(B).

Section 6: Inspections.

A. Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, to do an inspection to verify the condition and location of District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate the facility at the expense of the District. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final site survey. The cost for each inspection is \$55.00.

B. Facility Inspection. Immediately upon completion of the District operator's installation of the initial water tap and meter and the sewer connection and inspection, the operator will conduct a facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a user, the District's operator will conduct a final site survey to reinspect the water tap, meter and all other District facilities on the property. The fee for this inspection is \$55.00. The property owner, builder or contractor will be held responsible for any damages, adjustments or relocations to District facilities and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service shall be initiated to a user. The District's operator shall perform all repairs, adjustments, or relocations and provide a Backcharge invoice to the builder or contractor. If any reinspections of the facilities are required to ensure that the District's facilities are repaired, adjusted or relocated, a fee of \$25.00 shall be charged for each such re-inspection before service will be transferred to a subsequent user. Payment of the Backcharges, or any reinspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District also may withhold the provision of service to the property or to other property owned by any user, property owner, builder or contractor who has failed to timely pay for the Backcharges or the reinspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Rate Order prior to withholding the provision of service.

Section 7: Grease Traps. The District shall require the owner of any establishment that discharges certain types of waste into the District's sanitary sewer system to install a trap to prevent the entry of the discharge into the system and a sampling well to allow for periodic sampling of the discharge from the establishment. Discharges requiring a trap and sampling well include, but are not limited to, grease, oil, sand, or flammable waste. Other discharges requiring a trap and sampling well shall be determined by the District's operator and engineer on a case-by-case basis based on the operator's and engineer's conclusion that the discharge in question will harm the District's facilities if allowed to enter the District's system.

Any person responsible for a discharge requiring a trap and sampling well shall provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition. For restaurants and similar developments, the District will require as a minimum one trap and one sampling well per restaurant. Each trap and sampling well required to be installed hereunder shall be subject to initial inspection and approval by a District representative. The total fee for this initial inspection of the trap and the sampling well shall be \$75.00.

It shall be the responsibility of the owner of the property to maintain and service the trap(s). All traps shall be cleaned a minimum of once a month and as otherwise necessary to avoid any release of grease into the District's sanitary sewer system. Whenever a trap is cleaned, the owner shall file a copy of a fully executed "Liquid Waste Manifest" form, evidencing the legal disposition of the waste, at the office of the District's operator within ten (10) days of such disposition. Failure to timely file such form with the District's operator shall subject the owner and/or user to the penalties set forth in this Rate Order.

The District's operator shall inspect grease traps once per month. The fee charged for each grease trap inspection shall be \$55.00. The District's operator may take samples and flow measurements from the sampling wells with no limit as to the frequency of such tests. Any user responsible for any grease trap found not to be adequately cleaned and maintained shall be notified in writing that it has fourteen (14) days to have such grease trap properly cleaned. If such deficiencies are not corrected within fourteen (14) days, service shall be terminated pursuant to the terms of this Rate Order. The District's operator shall reinspect, sample and test any grease trap found in violation of this Rate Order during a routine inspection, at the District's sole discretion as to time and frequency. The cost of such reinspection, sampling and testing will be billed to the owner of the property as follows:

Reinspection	\$60.00 each trip
Sampling	\$60.00 each trip
Lab Analysis	Cost + 15%

The District has the right, in its sole discretion, to require the owner of the property to pretreat the discharge at the owner's expense.

Section 8: Garbage

The District will provide garbage collection and disposal service to all Single Family Residential Users. The monthly rate for garbage collection and disposal shall be a pro-rata amount per

Single Family Residential User based upon charges incurred by the District to provide garbage collection and disposal services. Such garbage collection and disposal rates may fluctuate without notice.

Section 9: Meters

A. Maintenance and Repair; Title to Meters. It shall be the responsibility of each user to maintain the water and sewer lines from the home or building served to the point that the user's lines connect to the District's water and sewer system.

All water and sewer meters shall belong to the District and shall be maintained by the District, subject to the user's obligation not to damage the meter and to keep the meter and box clear of obstruction so that it may be read. The user shall reimburse the District for any damages to the meter caused by the user and for any costs incurred by the District in searching for and clearing obstruction from a meter so that it may be read.

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

C. Damage to Meters and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any user who has removed, tampered with or altered in any way a meter, meter box, service line or other water and/or sewer system appurtenance or who has reconnected service which was terminated by the District and to assess repair charges to the user.

Section 10: Community Facilities. Any user which is a community facility, including homeowners' associations, shall be required to have meters installed, which shall be installed by the District's operator. A user requesting a tap for community facilities shall pay a tap fee equal to the District's cost to install the tap and meter.

Section 11: Platting and Permit Requirements

A. Permit Requirement. Before any connection is made to the District's system, the person requesting such connection shall provide to the District a copy of: (1) any necessary development or building permit from Harris County; or (2) a waiver for any development or building permit from Harris County.

B. Platting Requirement. Prior to initially connecting to the District's water, sewer, or drainage system, any user shall submit to the District's operator proof that the user's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of

platting includes a copy of the recorded plat, or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

Section 12: Quality of Sewage

A. Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to subsection (b) below.

B. Commercial and Industrial Waste. All discharges other than waste described in subsection (a) are prohibited unless the user has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

1. Name and address of applicant;
2. Type of industry, business, activity, or other waste-creative process;
3. Quantity of waste to be discharged;
4. Typical analysis of the waste;
5. Type of pretreatment proposed; and
6. Such other information as the District may request in writing.

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

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

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

Section 13: Plumbing Material Restrictions

A. Prohibition on Use of Specified Materials. The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after June 21, 1994:

1. Any pipe or pipe fitting which contains more than 8.0% lead; and
2. Any solder or flux which contains more than 0.2% lead.

Section 14: Plumbing Regulations; Prohibition against Cross-Connections and Unacceptable Plumbing Practices; Penalty for Violation

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

A. Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a user must execute a Service Agreement in the form attached to this Rate Order as Exhibit "A". The District will charge each user a one-time administration fee in the amount of \$32.14 for the Service Agreement.

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

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

D. Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the user at the user's sole cost and expense. In addition, the District, in its sole discretion, may require any user other than a single family residential user to install a backflow prevention assembly at any meter(s) servicing such a user's property. The District, in its sole discretion, also may require any user to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the user's plumbing system poses a high health hazard. A high health hazard is defined by the Texas Commission on Environmental Quality as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a user must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of

certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality.

The user is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality. The user is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the user. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "B" has been provided to the District's operator.

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

E. Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a user when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the user. For single family residential service, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a customer service inspector holding a certificate from the Texas Commission on Environmental Quality may perform this customer service inspection. For all other types of service, a water supply protection specialist licensed by Texas State Board of Plumbing or a customer service inspector holding a certificate from the Texas Commission on Environmental Quality may perform the inspection. If this customer service inspection is performed by the District's operator, the cost will be \$60.00 for single family residential users and will be determined on an individual basis for other users. All fees relating to the customer service inspection shall be paid by the user prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the user must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Rate Order as Exhibit "C". The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the District's operator

does not perform the initial customer service inspection, the user will need to obtain a final inspection certificate from the District's operator prior to receiving service. In connection with this final customer service inspection, the user shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. The cost of this final inspection shall be paid by the user prior to the final customer service inspection. Thereafter, the District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a user's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. Should the customer service inspection fail, corrections must be made and a reinspection performed by the District's operator. The cost of any reinspection will be \$50.00 for single family residential users and will be determined on an individual basis for all other users and must be paid prior to such reinspection.

F. Prohibition Against Cross-Connections. No cross-connection between the District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the Texas Commission on Environmental Quality. By accepting service from the District, all users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any user refuses to allow such annual inspection and testing, service to such user will be discontinued until such inspection and testing is completed.

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

G. Notice of Unacceptable Plumbing Practices. The District shall notify the user in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer's service inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the user shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. The user shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the user fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the user's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

H. Penalty for Violation. The failure of a user to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in this Rate

Order, immediately terminate service or, at the user's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the user.

Section 15: No Free Service. No free service shall be provided by the District to any person, organization or institution, including charitable institutions.

Section 16: Billing; Delinquencies. Charges for water and sewer service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any Backcharges is received on or before the 30th day after the date of the invoice, such account shall be considered delinquent and a one-time charge equal to 10% of the unpaid balance shall be assessed against the account. The District may, in its discretion, disconnect service for failure to pay all charges and Backcharges by the 50th day after the due date; provided, however that prior to disconnecting services, the District shall send written notice by United States first class mail to the user or entity at the appropriate address and provide the user or entity with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the user or entity of the amount of the delinquent payment, the date service will be disconnected or additional service withheld if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown in the notice and the date for withholding additional service shall be the date of that Board meeting. The date specified for disconnection shall be 10 days after the date of the next scheduled meeting of the Board of Directors as shown in the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed shall be prima facie evidence of delivery of same. If the user or entity appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the user or entity of the Board's determination by sending written notice by United States first class mail to the user or entity at the appropriate address. If service to a single family residential user is disconnected for any cause, there shall be charged a reconnection fee of \$55.00 plus, should it be necessary to remove the meter installed to serve the user, an additional \$55.00, which must be paid in full before service is again commenced to such user. If service to a non-single family residential user is disconnected for any cause, there shall be charged a reconnection fee of \$55.00 plus, should it be necessary to remove the meter installed to serve the user, an amount equal to the user's security deposit must be paid in full before service is again commenced to such user.

Section 17: Dishonored Checks. Any user which pays by check and has any payment returned for insufficient funds shall incur an additional charge of \$30.00 to reimburse the District for the inconvenience, lost revenues and fees incurred by the District. This \$30.00 charge shall be billed in the user's next month's monthly bill. Receipt of a dishonored check shall entitle the District to demand that all future payments to be made by cashier's check or money order. Payment by

dishonored check shall not be considered payment for purposes of termination of service in accordance with the terms of this Rate Order, and such failure to pay shall relate back to the date such dishonored check was tendered to the District.

Section 18: Delinquent Letter Charge. Users who are sent notice of delinquency as described in the above section shall be charged a fee of \$8.00 for each such notice required, in addition to all other fees and charges provided for in this Rate Order. The fee shall be assessed regard-less of whether service is actually terminated to the user.

Section 19: Regulatory Assessment. Pursuant to the Texas Water Code, each user of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District's charge for water and sewer service. This assessment is included in the rate schedules listed above and will be forwarded to the Texas Commission on Environmental Quality, as required by the Texas Water Code, and used to pay costs and expenses incurred in its regulation of water districts.

Section 20: Deposit

A. Prior to receipt of service from the District's water and sewer system, a deposit of \$100.00 shall be charged to all new single family residential users in the District, and a deposit equal to three times the average monthly utility bill, as determined by the District's operator, shall be required of all other users in the District. Such deposit shall be refunded to such user, within 30 days from the time such user applies for a refund of the deposit, if such user should move or discontinue service, provided that such user has paid all water and sewer charges due to the District. If the user has not paid all such charges, the deposit shall be applied to the outstanding balance. No interest shall be paid on the deposit. A user who has service terminated as allowed in this Rate Order shall be required to post an additional deposit of \$25 prior to restoring service for each termination, up to a maximum deposit of \$200. A current user who has a deposit on file of less than the minimum amount stated in this Rate Order (\$100) and whose service is terminated as allowed in this Rate Order shall be required to post a deposit as if such user were an applicant for new service, or bring an existing deposit up to the requisite amount, including any additional deposits owed due to the termination.

B. A one-time deposit of \$1,000.00 shall be required of a builder at the time an initial request for a water tap is made for a residence, commercial building, or other structure in the District to secure payment of bills and Backcharges for all of that builder's residences, commercial buildings, or other structures in the District. In the event the District is required to apply all or a part of the builder's deposit to pay bills or Backcharges, the District may withhold further taps or service to the builder's residences, commercial buildings, or other structures until the builder's deposit is replenished to the original \$1,000 sum. Said deposit will be refunded by the District upon transfer of the account from such builder to an initial user; provided that said builder has paid all fees and charges due the District.

Section 21: Termination for Property Tax Delinquency. The District may terminate service to any user who has failed to pay property taxes to the District which have been due for not less than six (6) months, provided that the user has received notice of such delinquency, of the District's intention to terminate service therefor, and of the user's right to protest or dispute such taxes pursuant to the procedure established in this Rate Order.

Section 22: Swimming Pool Inspections and Fee. Every user who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the user of the intention to construct or install a swimming pool, the user shall pay an inspection fee of \$55.00. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the user shall notify the District's operator, who shall make an inspection of all swimming pool drains to verify that the proper connection is made, before service is authorized for said swimming pool.

Section 23: Pressure of Water. The District agrees to use all reasonable efforts to supply to any user adequate pressure of water. The District does not and will not guarantee to any user a specific quantity or pressure of water for any purpose whatsoever. The District is required only to furnish a connection to its System and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the District shall use reasonable efforts to supply water to all users at an acceptable minimum pressure.

Section 24: Sanitation and Pollution Control in Areas in Proximity to the District's Public Water Supply Wells.

A. Purpose. This Section sets forth uniform requirements for the users and the construction of facilities in or on land within one hundred fifty feet (150') (the "Designated Areas") of the public water supply wells now or hereafter owned and operated by the District (the "Wells") in order to promote sanitary conditions in and around such Wells, to secure all such land from pollution hazards, and to enable the District to comply with all applicable state and local regulations.

The objective of this Section is to prevent certain uses and the construction of facilities in or on the Designated Areas, which might create a danger of pollution to the water produced from such Wells.

It is hereby found that none of the Prohibited Activities are currently occurring within the Designated Areas.

B. Prohibited Activities. The following activities are prohibited within the Designated Areas:

1. Construction and/or operation of any underground petroleum and/or chemical storage tank, liquid transmission pipeline, stock pen, feedlot, dump grounds, privy, cesspool, septic tank, sewage treatment plant, sewage wet well, sewage pumping station, drainage ditch which contains industrial waste discharges or the wastes from sewage treatment systems, solid waste disposal site, land on which sewage plant or septic tank sludge is applied, land irrigated by sewage plant effluent, septic tank perforated drain field, absorption bed, evapotranspiration bed, area irrigated by low dosage, low angle spray on-site sewage facility, military facility, industrial facility, wood treatment facility, liquid petroleum and petrochemical production, storage, and/or transmission facility, Class 1, 2, 3, and/or 4 injection well, pesticide storage and/or mixing facility, abandoned well, inoperative well, improperly constructed water well of any depth, and all other construction or operation that could create an unsanitary

condition is prohibited within, upon, or across the Designated Areas. For the purposes of this Section, “improperly constructed water wells” are those wells that do not meet the surface and subsurface construction standards for a public water supply well.

2. Construction and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within, upon, or across any area of land within a 50-foot radius of the Wells.

3. Construction of homes or building upon any area of land within the Designated Areas is permitted, provided the restrictions described in items 1 and 2 above are met.

4. Normal farming and ranching operations are not prohibited by this Section; provided, however, livestock shall not be allowed within a 50-foot radius of the Wells.

C. Right of Entry. District employees, or authorized representatives of the District, bearing proper credentials and identification, shall be permitted to immediately enter upon any premises located within a 150-foot radius of any Well to conduct any inspection or observation necessary to enforce this Section.

D. Penalty. Any person who shall violate any provision of this Section shall be subject to the penalties described under the Section of this Rate Order entitled Penalties for Violation.

E. Required Removal. Any person who shall violate any provision of this Section shall be required to remove the prohibited construction or potential source of contamination within 10 days after notification that they are in violation of this Section.

F. Superceding Regulation or Statute. Whenever any applicable statute, regulation, or permit of any state, federal, or other agency, having jurisdiction over the subject matter of this Section, is in conflict herewith, the stricter requirement shall apply, unless mandated otherwise.

Section 25: Penalties for Violation. Any person, corporation or other entity who:

- A. violates any Section of this Rate Order; or
- B. makes unauthorized use of District services or facilities; or
- C. causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- D. uses or permits the use of any septic tank or hold-ing tank within the District; or
- E. violates the District's Sewer Rules; or
- F. violates the District’s Order Adopting Drought Contingency Plan;

shall be subject to a penalty up to \$5,000.00 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

This penalty shall be in addition to the other penalties, fees and charges provided by this Rate Order and the laws of the State of Texas and in addition to any other legal rights and remedies of the District as may be allowed by law.

(signature page follows)

Approved and adopted on the 19th day of March, 2024, effective on April 19, 2024.

Karen Heavens
President, Board of Directors
Windfern Forest Utility District

ATTEST:

Shari B. Nott
Secretary, Board of Directors
Windfern Forest Utility District

EXHIBIT "A"

SERVICE AGREEMENT

- I. **PURPOSE.** Windfern Forest Utility District (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between Windfern Forest Utility District (the "District") and _____ (the "Customer").
- A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
 - B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by

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

- C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.

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

CUSTOMER'S SIGNATURE:

DATE:

ADDRESS:

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS:

PWS I.D. #:

LOCATION OF SERVICE:

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

* Not needed at this address

TYPE OF ASSEMBLY

* Reduced Pressure Principle

* Pressure Vacuum Breaker

* Double Check Valve

* Atmosphere Vacuum Breaker

Manufacturer:

Size:

Model Number:

Located At:

Serial Number:

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	_____ psid
				Did Not Open *	Leaked *
Initial Test	DC – Closed Tight * RF _____ psid Leaked	Closed Tight * Leaked *	Opened at _____ psid		
Repairs and Materials Used					
Test After Repair	DC – Closed Tight * RF _____ psid Leaked	Closed Tight *	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name:

Certified Tester:

Firm Address:

Cert. Tester No.:

Date:

EXHIBIT "C"

Customer Service Inspection Certification

Name of PWS:

PWS I.D. #:

Location of Service:

I, _____, upon inspection of the private plumbing facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:		
	Compliance	Non-Compliance
(1) No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.		*
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.		
(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 plumbing facilities installed on or after July 1, 1988.	*	*
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	*	*
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	*	*
Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.		
I further certify that the following materials were used in the installation of the plumbing facilities:		
Service Lines:	Lead *	Copper * PVC * Other *
Solder:	Lead *	Lead Free * Solvent Weld 3* Other *
I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.		

Signature of Inspector _____

Registration Number _____

Title _____

Type of Registration _____

Date _____

License Expiration Date _____