

NEWPORT MUNICIPAL UTILITY DISTRICT

**Resolution for Adoption of Order Establishing
(1) Policy and Rates for Water and Waste Collection and
Disposal Service and (2) Rules and Regulations Governing
Sewer House Lines, Sewer Connections
and Water Main Connections**

The Board of Directors (the “Board”) of Newport Municipal Utility District (the “District”) met at the District’s regular meeting place on May 4, 2023, with a quorum of directors present, as follows:

Margarette Chasteen, President
DeLonne L. Johnson, Vice President
Deborah Florus, Secretary
Earl B. Boykin, Assistant Secretary
R. Gary Hasse, Director

and the following absent:

None

when the following business was transacted:

The order set out below 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 and rates for water, sewer and garbage disposal service and rules and regulations governing sewer house lines, sewer connections and water main connections for customers within the District, is hereby revoked upon the effective date of this order.

The order hereinafter set forth shall become effective on May 5, 2023.

ORDER ESTABLISHING (1) POLICY AND RATES FOR WATER AND
WASTE COLLECTION AND DISPOSAL SERVICE AND (2) RULES AND
REGULATIONS GOVERNING SEWER HOUSE LINES, SEWER
CONNECTIONS, AND WATER MAIN CONNECTIONS

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	Backflow Prevention Assembly Test and Maintenance Report -----	Exhibit B
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ORDER ESTABLISHING (1) POLICY AND RATES FOR WATER AND
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REGULATIONS GOVERNING SEWER HOUSE LINES, SEWER
CONNECTIONS, AND WATER MAIN CONNECTIONS

I.

DEFINITIONS

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

A. “Community Customer” shall mean those consumers which, through the procedures described herein, the District shall determine are not commercial or residential; but which represent characteristics of community benefit. Community Customers shall include, but shall not be limited to, homeowner associations and recreational areas.

B. “Cross Connection” shall mean a physical connection or other arrangement through which a potable water system may be contaminated by back siphonage or backflow.

C. “Customer” or “Resident” shall mean the occupant of a residential, commercial, or industrial structure within the area of the District, whether the owner, renter, or lessee thereof.

D. “Delinquent Bill” shall mean a bill for water and/or waste collection and disposal service which has not been paid by the 25th of the month following the month during which the services were rendered.

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 District’s Order for Adoption of Schedule of Water and Sewer Service Fees and Rates as adopted by the Board on December 2, 2021, as may be amended from time to time.

G. “Garbage” shall mean ordinary household garbage, including limbs, leaves and grass clippings.

H. “Garbage Contractor” shall mean the firm and its employees with which the District contracts and may contract for the garbage disposal program in the District.

I. “Irrigation Customer” shall mean a customer whose meter is designated for irrigation purposes and connected to and serves only as a device or system for irrigation.

J. “Nontaxable Entity” shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.

K. “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.

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

M. “Separate connection” shall mean each residential unit occupied by a separate family or person, including separately metered apartments, townhomes or multiplexes within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

N. “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.

O. “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.

P. “Unauthorized Usage” shall mean the intentional or unintentional receiving of water and/or sewer service from the District without making prior application, as required herein; or the reestablishment of water or sewer service by someone other than a duly authorized District representative.

Q. “Waste Collection and Disposal Service” shall mean and include both (1) sanitary sewer service as provided through the District’s sanitary sewer collection system and (2) garbage collection service.

II.

GENERAL PROVISIONS

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

B. Water Connections Generally. No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing

pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock, or other fixture connected with the service-water pipe.

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

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

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

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

(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.

(5) Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content.

(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.

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

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

D. Unauthorized Practices.

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

(2) The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically

thereafter to prevent possible Cross Connections between the potable water system and any non-potable water. All water Customers shall allow their property to be inspected for possible Cross Connections and other Unacceptable Plumbing Practices. The District shall notify the Customer in writing of any Cross Connection or other Unacceptable Plumbing Practice which has been identified during an initial inspection or any periodic reinspection. The Customer shall immediately correct any Unacceptable Plumbing Practice on its premises.

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

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

(5) The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code Section 290.47(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 Customers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 Texas Administrative Code Section 290.44(h). The District is not required to follow the provisions of Section II.L. when terminating water service under this Section II.D.(5).

(6) All tampering with District meters, taps or other District facilities, Unauthorized Usage of water or sewer service, and illegal discharges into the District's sanitary or storm sewer systems are prohibited. In addition to any of the foregoing, the District may bill and collect from any Customer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section, as shown on the Fee Schedule shall be in addition to the fees required for the restoration of service.

E. Backflow Prevention Devices.

(1) In the event that the District, in its sole discretion, requires a Customer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Customer shall, at its own expense, properly install, test and maintain according to Texas Commission on Environmental Quality rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Customer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section II.L. of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Customer all expenses relating thereto.

(2) All backflow prevention assemblies that are required according to 30 Texas Administrative Code §§ 290.44(h) and 290.47(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 Texas Administrative Code § 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 Customer the amounts shown on the Fee Schedule for each backflow prevention assembly tested. For each assembly tested, a signed and dated original Test Report in the form attached hereto as Exhibit "B" must be completed by the recognized backflow prevention assembly tester and submitted to the District.

(3) 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.

F. Plumbing Material Restrictions; Service Inspection Certifications. No new connections to the District's water system shall be made unless (a) a customer service inspection has been made by a qualified inspector and (b) a Customer Service Inspection Certification in the form attached hereto as Exhibit "C" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that Cross Connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction, or addition to the private plumbing facilities. The District Operator shall perform all customer service inspections, with the following exception: if the Operator is unable to perform such inspection within a reasonable time of a builder's request for an inspection, then the District shall authorize any other person meeting the requirements of 30

Texas Administrative Code §290.46(j)(1) to perform the customer service inspection certifications. Such person shall deliver to the District Operator the completed Customer Service Inspection Certification. The District shall retain all properly completed certifications on file for a minimum of ten (10) years. If a customer service inspection is performed by a qualified person not employed by the Operator, the District shall charge the amounts shown on the Fee Schedule for each certification, whether for residential or commercial construction.

If a customer service inspection is made at the District's direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Customer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, and the District shall not transfer the account from the builder to the initial occupant until the District has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

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

- (1) Before the slab is poured;
- (2) After the exterior walls are set, and the interior plumbing is complete, but before the sheetrock or interior walls are up; and
- (3) After all building and plumbing is in place. This will include water and sewer service lines and taps and all irrigation piping. The lines must remain exposed to allow for inspection.

G. Plumbing Code and Water and Wastewater Service Lines and Connections. 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. 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.

H. Monitoring Plan.

(1) Legal Authority. The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of 30 Texas Administrative Code, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 ("Subchapter F"); the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency. The District's operator is authorized and directed to prepare and carry out the Monitoring Plan as required by the applicable rules and regulations of the Texas Commission on Environmental Quality ("Commission") or any successor governmental agency thereof.

(2) Plan and Purpose.

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

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

(c) Public water systems such as the District that treat surface water and serve fewer than 10,000 must submit a copy of the monitoring plan to the public drinking water program by January 1, 2003.

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

J. Request for District Services. A new or existing Customer must request District services by contacting the Operator at least two (2) days prior to the date such services are

requested. The required deposit and connection fee as shown on the Fee Schedule must be paid at the time the application for new service is made.

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

L. Termination of Service Upon Initiative of District.

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

(a) at any time after a Customer's bill becomes delinquent as defined in Subsection I.D. above;

(b) upon the occurrence of an event described in Subsections II.D.(4), II.E., or X.B.(3) of this Order;

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

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

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

(a) At least ten (10) days prior to termination of a Customer's service pursuant to this Section, a notice shall be delivered to the Customer advising the Customer of termination of service pursuant to this Section.

(b) Delivery of the notice shall be considered complete upon deposit of the notice in the United States mail, postage prepaid, addressed to the Customer at his last known mailing address.

(c) The notice shall include:

(1) a statement that service will be terminated;

(2) the date of termination; and

(3) the reason for termination.

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

(1) a statement that in the event the Customer desires to object to a delinquent bill on account of clerical error or other billing irregularity, then the Customer must notify the designated representative of the District of such objection; and the notice shall contain the name, mailing address and telephone number of the designated representative. Such statement shall read as follows:

You are advised that the District's utility operator, (name, address, and telephone number of District's utility operator), may make an adjustment of a utility bill if there is a clerical error or other billing irregularity. If your bill contains an error, notify the operator at once. If the operator is unable to adjust your bill, your service will not be terminated until the District's board of directors considers the matter. You will be notified of the time, date, and place of the meeting at which the matter will be considered. You may present your objection to the board of directors at that time.

(3) Adjustment of bill by designated representative:

(a) The District's designated representative for purposes of this Section is the District's billing and collections firm.

(b) The designated representative is authorized to receive and consider Customer objections presented in accordance with Subsection II.L.(2)(c)(4) and to make adjustments in a Customer's billing to correct clerical errors or other billing irregularities.

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

(4) Hearing before Board of Directors:

(a) In the event a Customer objection is referred to the Board pursuant to Subsection II.L.(3)(c), the termination of service shall be held in abeyance until further order of the Board.

(b) The Customer shall be given notice, at least seventy-two (72) hours in advance, of the time, date, and place of the meeting at which the Board will consider the Customer objection.

(c) At such meeting, the Board shall consider all matters set forth by the Customer and take such action, including termination of service, as it deems advisable.

(5) The Customer must pay the full balance due on the account, and the amounts shown on the Fee Schedule in advance of restoration of service when service has been terminated pursuant to this Section. The reconnection charge in the Fee Schedule shall be due, whether or not service has actually been terminated, if the Operator has traveled to the Customer's location for the purpose of terminating service pursuant to this Section. The operator shall have the right to refuse to accept a cash payment at the Customer's location.

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

N. Payment of bills and continuation of service during Extreme Weather Emergency; payment schedules following Extreme Weather Emergency

1) 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.

2) 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.

a) 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].”.

b) 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.

III.

CONNECTIONS TO DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM

A. Connections Made and Inspected by District Operator. All water taps from main water line to water meter and inspections of the water service line and sanitary sewer service line from the foundation of the house or commercial building to their connection with the District's

facilities at the easement line or any other suitable point determined by the District, shall be made by the District's Operator.

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

C. Water Tap Fees. The water connection and inspection fees are shown on the Fee Schedule.

D. Community Customers. Every consumer requesting water and/or sewer service from the District under the Community Customer classification shall so notify the District. The District will review the request and determine whether the consumer falls within the Community Customer classification. For each designated Community Customer, the charges for connections to the District's water distribution system, as shown on the Fee Schedule.

E. Commercial Water and Sewer Charges.

(1) The charges shown on the Fee Schedule shall be made for every commercial connection to the District's facilities, other than a connection for a Customer which is a Nontaxable Entity.

(2) The charges shown on the Fee Schedule shall be made for every connection to the District's facilities by a Customer which is a Nontaxable Entity.

(3) The deposit shown on the Fee Schedule shall be paid when application for service is made. The balance of the tap charges in Subsections III.E.(1) or (2) above, as appropriate, shall be paid prior to commencement of service, and the request for service shall be held in abeyance until such charges have been paid.

F. Residential Irrigation Water Tap Charge. Each residential Irrigation Customer shall be charged for every tap or connect to the District's water system to be used solely for irrigation purposes in the amount shown on the Fee Schedule.

IV.

REQUIREMENTS OF HOMEBUILDERS

A. Builder Deposit. Each builder of homes within the District shall establish an individual deposit or an umbrella deposit with the District in the amount shown on the Fee Schedule. Such deposit shall be either (1) an individual deposit paid for each location at which the builder is constructing a home or; (2) an umbrella deposit covering all homes the builder is building or intends to build within the District. Such individual deposit shall be returned after all required inspections are completed, except as provided hereinbelow. Such umbrella deposit shall be returned at completion of the builder's building program and after all required inspections are completed, except as provided hereinbelow.

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

V.

WATER AND SEWER SERVICE

A. Deposit. A security deposit in the amount shown on the Fee Schedule shall be collected on all new residential connections or reconnections in the District from those persons who own or are purchasing such residences. A security deposit in the amount shown on the Fee Schedule shall be collected on all new residential connections or reconnections in the District from those persons who are renting or leasing such residences. Such deposits shall be payable at the time application for service is made. If a residential Customer's service has been disconnected

because of delinquency, an additional deposit in the amount shown on the Fee Schedule will be charged and collected in each instance before service is restored. A security deposit in the amount set out in the Fee Schedule shall be collected for each commercial connection that is separately metered. If a commercial Customer's service is disconnected because of delinquency, an additional deposit in the amount shown on the Fee Schedule will be charged and collected before service is restored. The deposit shall be refundable when a Customer moves from the District, contingent upon the Customer's providing proof of payment of all bills owed the District. If a residential Customer moves from one residence to another within the District and has established a good history of payments during the preceding five years, then the security deposit on the former residence shall be transferred to the new residence, and the Customer shall not be required to make an additional security deposit.

B. Use of Deposit. At any time that a Customer is delinquent in paying any bills of the District assessed pursuant to this Order, the District may transfer any deposit or part thereof to its operating fund to pay such bills and may require that such deposit be replenished by the amount of the then-current deposit. If such customer has not established a deposit with the District, then the District may require that a deposit be made by the Customer pursuant to Section V.A. of this Order.

C. New Service Connection Fee. The District shall charge a connection fee in the amount shown on the Fee Schedule for each new service request. The service connection fee is non-refundable.

D. Rates. The rates and charges as shown on the Fee Schedule for the sale of water and collection and disposal of waste, or either, shall be in effect within the District from the effective date of this Order.

MONTHLY WATER SERVICE RATES

The monthly water service rates for single family residential units with separate meters, Community Customers, and Commercial Units with separate meters, including commercial or multi-family irrigation are shown on the Fee Schedule.

MONTHLY RATES FOR RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICE

The monthly waste collection and disposal services rates for each single-family residential unit and Community Customer are shown on the Fee Schedule.

MONTHLY RATES FOR COMMERCIAL SANITARY SEWER SERVICE

The monthly sanitary sewer service rates for each commercial unit with a separate meter are shown on the Fee Schedule.

UNITS OPERATING OFF MASTER METER

Water

Each unit served water by a master meter shall be charged the rate shown on the Fee Schedule, according to the calculated average water usage, based on classification of user and whether or not such unit is completed or occupied.

Sanitary Sewer Service

Each unit served by a master meter shall be charged for sanitary sewer service in the amounts shown on the Fee Schedule, according to the calculated average water usage, based upon classification of user and whether or not such unit is completed or occupied.

MONTHLY RATES FOR RESIDENTIAL IRRIGATION CUSTOMERS

Each Residential Irrigation Customer furnished with water service through a separate meter shall be charged the monthly water service rates as shown on the Fee Schedule.

MONTHLY RATES FOR COMMUNITY IRRIGATION CUSTOMERS

Community Irrigation Customers furnished with water service through a separate meter shall be charged the monthly water service rates as shown on the Fee Schedule.

WATER, WASTEWATER TREATMENT AND IRRIGATION SERVICE
TO VOLUNTEER FIRE DEPARTMENTS

For water, wastewater treatment service and irrigation service provided to any volunteer fire department in the District, the District shall charge the rate shown on the Fee Schedule. Fire hydrant water for fire protection purposes will not be billed.

RATE FOR TEMPORARY WATER AND SANITARY
SERVICE TO UNOCCUPIED RESIDENCES

The rates shown on the Fee Schedule shall be charged to a consumer for water and sanitary sewer service to each unoccupied residence connected to the District's system. If usage exceeds 2,000 gallons or connection time exceeds 10 days, this section shall not apply, and Customer shall be charged regular monthly water and waste disposal service rates.

FIRE HYDRANT METER RATES AND USAGE

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

OUT OF DISTRICT RATES

The rates to be charged to Customers who are connected to the District's system but who are not located within the boundaries of the District are shown on the Fee Schedule.

MONTHLY RATES FOR WATER SERVICE TO NONTAXABLE ENTITIES

In addition to the charges set forth above, as outlined in the Fee Schedule, rates shall be charged monthly to any Nontaxable Entity that is exempt from District taxation and to which a Nontaxable Entity tap fee pursuant to Section III was not assessed and paid.

E. Regulatory Assessment. The District shall assess and collect from each Customer that receives retail water and/or sewer service from the District a regulatory assessment as shown on the Fee Schedule. The District shall not list the regulatory assessment as a separate item on Customer 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 Texas Commission on Environmental Quality in the manner required by law.

VI.

DELINQUENT ACCOUNTS

The District shall bill each Customer monthly, including back charges, and all bills shall become delinquent if not paid by the 25th of the month following the month during which the services were rendered. A penalty in the amount shown on the Fee Schedule will be added to all delinquent bills. Customers with accounts that have become delinquent shall be given written notice of the District's intent to terminate service in accordance with the procedures in Section II.L. of this Order. Such written notice shall be printed and mailed as soon as practicable after the penalty date and shall provide that payments must be made within ten (10) days after the date of the delinquent notice. Upon the Customer's failure to pay the bill after the delinquent letters are mailed and after the 10th day after the date of the notice has passed, a hand delivered notice shall be left on the front door of the residence or business being served as notification of termination of service. Upon delivery of this notice, the Customer shall be charged a Delinquent Notice Fee in the amount shown on the Fee Schedule. Any inquiries concerning the delinquent bill shall be directed by the Operator to the billing company if the Operator is not the billing company. Prior to termination, response shall be made to all inquiries concerning the delinquent bill, and an adjustment shall be made if appropriate. If such delinquent accounts remain unpaid, the security deposit may be utilized pursuant to Section IV. and V. hereof.

VII.

DISCONTINUATION OR RESTORATION OF SERVICE

In the event of any discontinuation, restoration, or transfer of service, whether because of a Customer's delinquency or at a Customer's request, the District shall charge a fee for each occurrence in the amount set out in the Fee Schedule.

VIII.

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

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

IX.

GARBAGE COLLECTION AND DISPOSAL SERVICE

A. Required Service. The District shall provide garbage collection and disposal service to each residential connection that receives water and sanitary sewer service from the District. No separate billing shall be made for garbage collection and disposal service provided by the District.

B. Garbage Collection Schedule. Garbage shall be collected from each separate residential connection on the days shown on the Fee Schedule, after 7:00 a.m. except holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the case of holidays, service will resume on the next regularly scheduled collection day. The District is not required to collect garbage in the event of a circumstance outside its control, such as an act of God (hurricane, flooding, or other severe weather event disrupting collections).

C. Manner of Garbage Collection. Garbage will be collected by the Garbage Contractor at the street on each collection day. Garbage must be properly packed in standard 32-95-gallon bags or containers customarily used as a residential trash container weighing no more than 50 pounds. Receptacles will not exceed 95-gallon capacity. Tree trimmings and branches cut in lengths not to exceed four (4) feet, securely tied in easily handled bundles weighing no more than 50 pounds will be collected. No tree stumps or limbs longer than four (4) feet will be picked up. Boxes from new move-ins must be broken down in order to be collected. Bulk items such as old furniture and appliances will be collected on the collection days specified in the Fee Schedule. Freezers and refrigerators will be picked up only if certification that the Freon has been properly removed and recycled is provided. Waste materials from the construction, repair, remodeling and demolition of buildings, concrete, bricks, rocks, sand, gravel, dirt, large pieces of glass, batteries, tires, lumber, fence boards, roofing materials, tree stumps, automobile bodies or large machine parts, hazardous waste, toxic or radioactive waste, human or animal waste and explosive materials will not be collected.

X.

GREASE TRAPS

A. Requirements for Grease Traps

(1) Any commercial Customer serving or preparing food, or any other Customer responsible for discharges containing grease or waste containing grease in excessive amounts, or

oil, sand, flammable waste or other harmful ingredients shall install and maintain an approved grease trap.

(2) Any Customer responsible for discharges requiring a trap shall, at its own expense and as required by 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, City engineer and by the City Director of Public Works, or other equivalent officer. Such Customer shall install the trap in a manner that provides easy access for cleaning and inspection and shall maintain the trap in effective operating condition continuously thereafter. The trap shall be inspected by the District's operator during construction and upon completion. A final inspection shall be made by all interested parties before any service connections are made.

(3) Upon the effective date of this Order, any person who is responsible for a discharge for which a grease trap is required pursuant to this Order and who does not have an approved grease trap in place shall have 120 days after the effective date within which to construct and install the required grease trap and secure necessary approvals pursuant to this Order.

B. Periodic Inspections and Fees

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

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

(3) The District may invoke the procedure described in Section II.L. of this Order to discontinue water service to a tract or establishment in the event the Customer or proprietor of said tract or establishment either (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.

(4) A monthly charge in the amount set out in the Fee Schedule shall be made against each person responsible for a discharge for which a grease trap is required pursuant to this Order. The charge (monthly grease trap fee) shall defray the District's expenses of periodic inspections of grease traps as provided in this Order. If, in the sole opinion of the Operator, follow-up inspections are required because the grease trap is found to be in an unserviceable condition or in need of cleaning or maintenance, a reinspection fee in the amount shown on the Fee Schedule shall be charged.

XI.

GENERAL POLICIES

A. Definition of Unit. Each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building, shall be deemed to be a separate unit for the purposes of this Order.

B. All Services Charged. At no time shall the District render water, sanitary sewer and/or waste collection and disposal services without charge to any person, firm, corporation, or organization.

C. Other Utilities. The District's policy shall be to cooperate fully with other utility companies during the installation of underground cables or aboveground poles or other structures in easements or rights-of-way used by the District for its water supply and sanitary sewer collection lines. Upon request by other utilities or any utility coordination committee, the Operator shall provide plans detailing the location of all District facilities before other utilities begin construction. The Operator shall coordinate with other utilities during any construction or installation of other utilities' facilities to ensure that the District's facilities are protected from damage.

D. Penalties for Violations. Pursuant to the authority granted by Sections 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties for the breach of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in § 27.031, Texas Gov't. Code, currently, as shown on the Fee Schedule for each violation or each day of a continuing violation. The District may bring an action to recover the penalty in a district court in the county where the

violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

E. Backcharges.

(1) The District recognizes that operation and maintenance of the District's water system and sanitary sewer system requires service calls, investigation, and repairs, including excavation, throughout the area of the District. The District further recognizes that District Customers observe and report conditions such as water leaks, sewer stoppages and the like, which indicate possible problems with District water or sewer facilities. Customers are encouraged to report such conditions to the District Operator.

(2) The cost of any repairs to District water lines or sanitary sewer lines, including the cost of service calls made in response to Customer reports, shall be borne by the District.

(3) The cost of repairs, if any, incurred as a result of a leak or other malfunction of a Customer water service line or Customer sewer service line plus an administrative charge in the amount set out in the Fee Schedule shall be billed to the Customer. In addition, the Customer shall be charged the amount set out in the Fee Schedule, if as a result of the initial service call, the Customer was notified that the repair was the Customer's responsibility.

(4) The cost of any repairs to District facilities which are damaged by any person plus an administrative charge in the amount set out in the Fee Schedule shall be billed to the person causing the damage.

F. Charge for Returned Checks. The District shall charge a fee as shown on the Fee Schedule for each check issued for payment of utility service bills which is returned to the District by a bank due to insufficient funds. The District will maintain a file on returned checks and will require a Customer with more than two returned checks within six months to pay all subsequent bills with cashier's check or money order for a period of one year.

G. Meters: Title, Tampering, Maintenance, Setting.

(1) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.

(2) No person other than a duly authorized agent of the District shall tamper or in any way interfere with the meter, meter box, service line, or other water and/or sewer system appurtenance, except that a Customer may open the meter box to read the meter or turn off the Customer's water supply in the event of an emergency. The District reserves the right immediately and without notice to remove the meter or disconnect water service to any Customer whose meter has been tampered with, to assess repair charges to such Customer plus a tampering fee in the amount shown on the Fee Schedule, and, pursuant to Section XI.D. to impose a penalty.

(3) The District shall maintain, repair, and replace all meters and appurtenances in connection therewith at its cost.

(4) A Customer may request a re-read of the Customer's meter to confirm the accuracy of the meter reading and billing, and, upon such request, the Operator shall promptly make another reading of the meter. If a variance or error in the original meter reading is determined, then the District will bear any cost of the re-read. If the original reading is found to have been correct, the Customer will bear the cost of the re-read in the amount shown in the Fee Schedule.

(5) All meters shall be set by employees or agents of the District.

H. Restricted Zone. No person other than a duly authorized agent of the District shall enter onto property within a 200-foot radius of the raw water intake works ("Restricted Zone") of the Newport Surface Water Treatment Plant facility located at 16700 Golf Club Drive, Crosby, Texas. All recreational activities and trespassing shall be prohibited within the Restricted Zone.

XII.

SEVERABILITY

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

The 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.

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Passed and adopted, this May 4, 2023.

NEWPORT MUNICIPAL UTILITY DISTRICT

MARGARETTE CHASTEEN

President

ATTEST:

DEBORAH L. FLORUS

Secretary

EXHIBIT "A"

NEWPORT MUNICIPAL UTILITY DISTRICT RETAIL SERVICE AGREEMENT

I. **PURPOSE.** Newport Municipal 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 0.25% lead, or such other minimum standard as may be established by the EPA or TCEQ may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2 percent lead, or such other minimum standard as may be established by the EPA or TCEQ, can be used for the installation or repair of plumbing at any connection which provides water for human use.

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

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

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

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

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

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

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

The District has adopted rules and policies protecting the drinking water supply and prohibiting tampering with, removing, adjusting, or interfering with a meter, meter box, service line or other component part of the water and sewer system. Violation of the District's rules and policies applicable to the system is punishable by fines or other penalties up to \$20,000.00, plus the District's attorney's fees and other costs, and such violation shall, at the District's option, result in termination of District utility service.

DATE: _____

CUSTOMER'S SIGNATURE

Name: _____

Address: _____

Telephone No.: _____

EXHIBIT "B"

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____
 PWS I.D. # _____
 MAILING ADDRESS _____
 CONTACT PERSON _____
 LOCATION OF SERVICE: _____

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

TYPE OF 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-D) | 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 Locations: _____
 Serial Number: Main _____ Bypass: _____ BPA Serves: _____

Reason for test: New Existing Replacement 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 PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	Reduced Pressure Principle Assembly (RPBA)		Type II Assembly	PVB & SVB	
	Double Check Valve Assembly (DCVA)	Relief Valve	Bypass Check	Air Inlet	Check Valve
	1st Check	2nd Check ***		Opened at ___ psid Did Not Open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> /No <input type="checkbox"/>	Held at ___ psid Leaked <input type="checkbox"/>
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"/>	
Repairs & Materials Used**	Main: Bypass:				
Test After Repair Date: _____ Time _____	Held at ___ psid Closed tight <input type="checkbox"/>	Held at ___ psid Closed tight <input type="checkbox"/>	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/Type):
Company Address:	Licensed Tester Name (Signature):
Company Phone #:	BPAT License #: _____ License Exp 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

TCEQ-20700 (Revision 04-04-2019)

EXHIBIT "C"

Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

Reason for Inspection: New Construction
 Existing service where contaminant hazards are suspected
 Major renovation or expansion of distribution facilities

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

Compliance	Non-Compliance		
<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 and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤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, or such other minimum standard as may be established by the EPA or TCEQ, exists in private water distribution facilities installed on or after July 1, 1988.

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

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

Remarks: _____

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

_____ Signature of Inspector	_____ License Type
_____ Inspector Name (Print/Type)	_____ License Number
_____ Title of Inspector	_____ Date/Time of Inspection

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

EXHIBIT “D”

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

The following regulations are to govern the installation of all Water Main Taps and Sewer Main Taps within Newport Municipal Utility District.

1. Water Main Taps

The District’s Operator shall furnish and install the service saddle, water line to the meter, water meter, and water meter vault. The District’s Operator shall determine the location of the water meter and inform the builder. The builder’s water service line shall be installed from the meter to foundation of the house, and the ditch must not be backfilled until the District’s Operator has inspected and approved the installation. All water taps from the District’s line to the meter shall be made only by the District’s Operator and only in the location selected by the District’s Operator.

2. Sanitary Sewer Service

The builder or a licensed plumber contractor approved by the District’s Operator shall furnish and install the tap from the existing “wyes” or stacks to the easement line. The District’s Operator shall install a two-way cleanout at this point. The builder’s sanitary sewer service line shall run from the District’s two-way cleanout to a builder installed two-way cleanout immediately before connecting to the house line at the foundation of the house. The sanitary sewer service line ditch must not be backfilled until the District Operator has inspected and approved the installation. All sanitary sewer taps to the District installed two-way cleanout shall be made only by a licensed plumber contractor approved by the District Operator and only in the location selected by the District’s Operator.

3. Spacing

The water service line and the sanitary sewer service line shall never be located less than nine (9) feet from each other unless prior approval is received from the District.

4. Water Tap Applications

The water main tap and sanitary sewer tap do not have to be made concurrently. The water tap may be made earlier to allow the house builder water for construction purposes. The application for water taps must be made before the foundation is poured, so that the proper exit points from the house for the water and sewer lines can be determined. Only if this procedure is followed will the builder be assured that the builder will be able to obtain a water tap for the house. In addition, any party desiring a connection to the District’s waterworks and/or sanitary sewer system must pay the water tap fee and any unpaid standby fees at the time of application to the District for such tap. No connection shall be made or service rendered until such fees are paid.

5. Service Lines

a. The Sanitary Sewer Service line is defined as the sewer line from the foundation of the house or commercial building to the two-way cleanout installed by the District. The Water Service line is defined as the water line from the foundation of the building to the house side of the water meter.

b. Only one sanitary sewer tap will be allowed for each residence or commercial building. Any exceptions to this rule must be approved by the District.

c. Only the following type of pipe and fitting materials are approved for constructing sanitary sewer service lines. Pipe and fittings in each individual service line will be of identical material.

BELL-END POLY(VINYL CHLORIDE) (PVC) PIPE conforming to ASTM D2672 and installed according to ASTM D2321. Only that pipe marked as being SCHEDULE 40 will be acceptable. 4-inch diameter pipe must have a bell socket length of 4-inches and 6-inch diameter pipe must have a bell socket length of 6-inches. All joints must be made using cement approved for PVC pipe. The pipe shall be bedded true to line and grade with uniform and continuous support from a firm base. Blocking shall not be used to bring the pipe to grade. Backfill material shall be properly placed and compacted so as to provide lateral support against deflection in the pipe diameter. ASTM D2672 and D2321 will be available for reading in the District Operator's office.

d. Sizes of service lines shall be as follows:

- (1) Residential -- 4-inches in diameter
- (2) Commercial -- 6-inches in diameter (minimum)

e. Minimum grades for service lines shall be as follows:

- (1) 4-inch pipe --- one foot drop per hundred feet (1%)
- (2) 6-inch pipe --- six inches drop per hundred feet (0.5%)
- (3) 8-inch pipe --- four inches drop per hundred feet (0.33%)

f. Maximum grades for service lines shall be as follows:

- (1) 4-inch pipe --- two and one-half feet drop per hundred feet (2.5%)
- (2) 6-inch pipe --- one and one-half feet drop per hundred feet (1.5%)
- (3) 8-inch pipe --- one foot drop per hundred feet (1%)

g. Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.

6. Connection of Building Sewer Outlet to Service Lines

a. Building tie-on connections must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.

b. Water-tight adapters of a type compatible with the materials being jointed will be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.

7. Fittings and Cleanouts

a. No bends or turns at any point will be greater than 45 degrees.

b. Each horizontal sanitary sewer service line must be provided with two two-way cleanouts, one located at the stub-out from the building plumbing at the foundation and the other one furnished by the District.

c. All cleanouts must be two-way and must be installed vertically above the flow line of the pipe.

d. Cleanout must be made with air-tight mechanical plug.

8. Connection Permit

a. Application for Sanitary Sewer Service and Water Service must be filed prior to commencing construction of the house and the security deposit shall accompany this Application. The deposit will be returned after the sanitary sewer service line and water service line has been inspected and approved by the District Operator. (Application forms are available from the District Operator). Construction must not begin until authorized by the District.

b. All sanitary sewer service lines and water service lines shall be installed by a licensed plumbing contractor approved by the District Operator. The security deposit shall be forfeited if inspection and approval of the sanitary sewer service line and water service line has not been made prior to commencement of service. The builder will also be required to uncover these lines so an inspection can be made. Any cost to the District for additional inspections or other work shall be deducted from the security deposit and the remaining amount shall be refunded to the Customer. If the additional costs exceed the security deposit, the Customer shall be billed for the remaining amount.

c. When either of the service lines are complete, and prior to backfilling the pipe trenches, the applicant for sewer service shall request an inspection of the installation. Request for inspections shall be made to the District Operator at least twenty-four (24) hours in advance of the inspection.

d. Backfilling of the service line trench must be accomplished within 24 hours of inspection and approval. The trench will be bedded and filled one-inch above the service line with sand, and the remaining area may be backfilled with dirt. Backfilling of the service line trench will be supervised by the District Operator. District costs will be assessed and penalties may be assessed if connection is made or backfilling performed without inspection, or if the service line trench is not backfilled within 24 hours in accordance with this procedure.

e. A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met. The security deposit will then be refunded.

9. Excluded Flow and Waste

a. No waste material, including detergents, which is not biologically degradable will be permitted to be discharged into the District's sewage facilities, including mud and debris accumulated during service line installation.

b. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.

10. Fire Hydrant Use

Any person or entity using water from a fire hydrant must first contact the District Operator and obtain a meter so that the amount of water used may be determined accurately. The District Operator shall install the meter on the fire hydrant. Procedures for deposits and rates can be found in the Rate Order. NO PERSON OTHER THAN THE DISTRICT OPERATOR OR EMERGENCY SERVICES PERSONNEL SHALL OPEN OR CLOSE A FIRE HYDRANT.

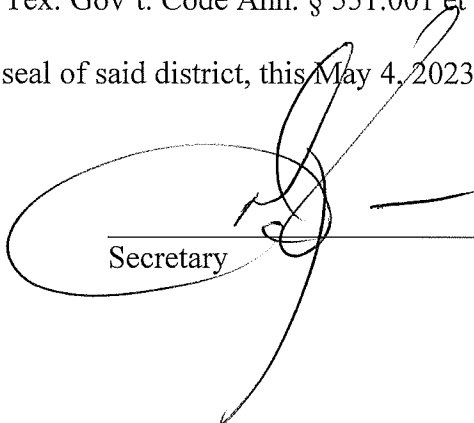
11. Water service

Water service will not be provided by the District until the requirements herein have been met and a written permit has been granted.

I, the undersigned Secretary of the board of directors of Newport Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the order establishing (1) policy and rates for water and waste collection and disposal service (2) rules and regulations governing sewer house lines, sewer connections, and water main connections for the District, adopted by said board at its meeting of May 4, 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 May 4, 2023.


Secretary

