

**EIGHTEENTH AMENDMENT TO
ORDER ESTABLISHING DISTRICT FACILITY CHARGES,
WATER AND WASTEWATER SERVICE RATES AND TAP FEES,
AND ADOPTING CERTAIN GENERAL POLICIES WITH RESPECT TO
THE DISTRICT'S WATER, WASTEWATER, DRAINAGE SYSTEMS**

THE STATE OF TEXAS §

COUNTY OF KAUFMAN §

KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-B §

The Board of Directors (the "Board") of Kaufman County Fresh Water Supply District No. 1-B (hereinafter sometimes designated the "District"), met in regular session, open to the public, after due notice, at a location outside the boundaries of the District and via teleconference, on October 27, 2020; whereupon, the roll was called of the members of the Board to-wit:

John Rooney	President
Brian Billings	Vice President
Landon Bryant	Secretary
Lauren Nutt	Assistant Secretary
John P. Kissling	Treasurer

All members of the Board were in attendance.

WHEREUPON, along other business was conducted by the Board, Director Kissling introduced the Order set out below and moved its adoption, which motion was seconded by Director Rooney, and after a full discussion and the question being put to the Board, said motion was carried by the following vote:

"AYES": 5

"NOES": 0

The Order thus adopted is as follows:

WHEREAS, pursuant to Section 49.212, Texas Water Code, as amended, the Board of the District is authorized to adopt and enforce all necessary rates, charges, fees, rentals and deposits for providing any district facility or service;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-B THAT THE DISTRICT'S RATE ORDER BE AMENDED EFFECTIVE AS OF OCTOBER 27, 2020, AS FOLLOWS:

I. General Policies.

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

1. "Communication Service Provider" shall mean any company that has entered into a contract with the District to provide services to the District relative to communications and/or notifications to Users regarding emergencies or other public health and safety matters.
2. "Connection" shall mean and refer to 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.
3. "Cross Connection" shall mean and refer to a crossing of a potable and non-potable water line for purposes of insuring a sufficient gap between the two.
4. "Rules" shall mean and refer to such rules and regulations as the District may adopt pursuant to Chapter 51 or Chapter 49, Texas Water Code, as amended and Chapter 383 and 375. Texas Local Code, as amended.
5. "System" or "Systems" shall mean and refer to the water, wastewater, and drainage systems serving acres within the District;
6. "Customer Service Inspections" shall mean and refer to residential or commercial slab line, wall line and fixture inspections.
7. "Building Inspections" shall mean and refer to all inspections related to building, plumbing, electrical, air conditioning, heating and certificate of occupancy.

B. All Services Required. Except as otherwise expressly authorized in the Rules, or by the Board, no service shall be provided by and through the Systems unless the applicant agrees to take both water and wastewater service.

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

D. Other Utilities. Prior to installing underground cables in the area of water supply and sanitary sewer collection lines located within the District, representatives of utility companies shall file such companies' construction plans and schedules with the District, and shall review the engineering plans illustrating the location of the District's lines.

II. Connections to the District's Systems.

A. Applications for Connections.

Any party desiring to make a connection to the Systems shall first make an application to the operator in the form approved by the Board.

1. Any party applying for temporary hydrant water service shall be required to (i) execute the "Terms of Issuance – Temporary Fire Hydrant Meter", which is attached hereto as Exhibit "A", such terms of issuance being incorporated herein, and (ii) complete an "Application for Temporary Hydrant Meter", the form of which is attached hereto as Exhibit "B".
2. The operator shall review all applications for connections to the Systems. In the event that the operator finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are in compliance with all terms and conditions of the Rules, then the operator may approve the application and the proposed connection, subject to such terms or conditions as the operator deems necessary or convenient to accomplish the purposes and objectives of the Rules.

B. Payment of Charges and Fees. Any party desiring to make a connection to the System shall pay any and all appropriate "District Facility Charges", inclusive of water and wastewater tap and inspection fees, to the District at the time the application for such connection for said property is made. Any party desiring that water or wastewater service be initiated for a new customer account at an existing connection shall pay any applicable service fees and service deposits at the time the application for such service initiation is made. No Connection shall be made until such facility charges are paid.

C. District Facility Charges and Permits. The District hereby imposes the following District Facility Charges to property within the District, which shall be paid to the District prior to any connection being made to the System:

District Facility Charge	\$3,750.00
Residential Tapping Cost (5/8")	Included in District Facility Charge
Residential Meter Cost (5/8")	Included in District Facility Charge
Residential Labor Cost (5/8")	Included in District Facility Charge
Electrical Permit	Included in District Facility Charge
Plumbing Permit	Included in District Facility Charge
Mechanical Permit	Included in District Facility Charge
Customer Service Inspections	Included in District Facility Charge
*Water Tap Inspection	Included in District Facility Charge
*Wastewater Tap Inspection	Included in District Facility Charge
*Building Inspections (as defined above)	Included in District Facility Charge
*Pre-Construction Inspection	Included in District Facility Charge
*Final Site Inspection	Included in District Facility Charge

- The fee for each re-inspection must be paid to the District operator at the time the re-inspection is requested. \$50.00
- Each Permit is valid for a period of six months from date of initial issuance. If construction is not begun said six-month period, then a re-permitting fee of \$1,000.00 will be due and payable before construction can commence.

D. Non-Single-Family Residential Users

1. Prior to connection to the District's water system, a tap fee shall be paid to the District equal to the actual cost of installing the tap, meter and necessary service lines, and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the installation (the "installation costs") plus two (2) times the installation costs. The District's operator will notify the User of the installation costs.
2. Prior to connection to the District's sanitary sewer system, a tap fee shall be paid to the District equal to the actual cost of installing the tap and necessary service lines and repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements, affected by the installation (the "installation costs") plus one (1) times the installation costs. The District's operator will notify the User of the installation Costs.

E. Non-Taxable/Public Space Users

1. Non-Taxable and Public Space users shall pay a tap fee equal to the District's actual cost of installing the tap, meter, and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, streets, landscaping, concrete or other improvements affected by the installation (as determined by the District's operator, together with the District's consultants) plus the District's actual cost of the facilities necessary to provide District services to the Non-Taxable or Public Space User that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board) (the "Non-Taxable or Public Space User Installation Costs"). The District's operator, together with the District's consultants, will determine the Non-Taxable or Public Space User Installation Costs, which will then be approved by the Board and sent to the User.
2. Prior to connection to the District's System, a tap fee for sanitary sewer service shall be paid to the District equal to the District's actual cost of installing the sewer tap plus the Installation Costs shall be paid to the District. The District's operator will notify the User of the Installation Costs.
3. Prior to construction, Non-Taxable and Public Space users will submit the materials specified in Section C of this Article II for review, approval and permitting and inspections to comply with the building codes then in force.

4. No construction will be allowed to commence until all permitting and payment of fees are complete as approved by the District's directors.

F. Pre-Construction Inspection. All property owners and builders or contractors for property owners within the District must contact the District's operator, prior to starting any construction or improvement on property within the District, to do an inspection to verify District Facilities. If any District facility is either damaged or cannot be located, the District's operator will make necessary repairs or locate and make visible at the expense of the District. A copy of the inspection will be given to the property owner or the property owner's builder or contractor's representative. After the inspection and any necessary work is completed, the property owner, builder or contractor will then be responsible for paying the cost of all damages, adjustments, relocations and repairs found during the Final Site inspection, as hereinafter defined.

G. Final Site Inspection. Immediately upon completion of the installation of the initial water tap and meter, the sewer connection and inspection by the District's operator, 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 Inspection to inspect the water tap, meter and all other District facilities on the property for a fee. The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities and the cost of repairing, adjusting or relocating the facilities ("the back charges") before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee of \$50.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the back charges or any re-inspection fee shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay for the back charges or any re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Order prior to withholding the provision of service.

III. Water and Wastewater Service.

A. Water and Wastewater Service Agreement Applications. Any party desiring to receive service from the Systems shall make an application for such, service to the District in the form approved by the Board. All applications shall be made by the record owner of the property for which service is being requested. Proof of ownership shall be furnished to the District upon request. A \$30.00 non-refundable service initiation fee shall be charged to each customer with the exception of builder accounts. This fee shall be included in the customer's first month's bill.

B. Security and Builder Deposits.

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

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

If a residential customer has service disconnected, the District will require replenishment of the deposit by the customer necessary because of application of customer's deposit to delinquent amounts. Residential security deposits can be in the form of money order or a cashier's check acceptable to the District's representative, a debit/credit card payment or an electronic check.

Security deposits shall not be transferable and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. In the event the customer makes late payments for two (2) or more consecutive months, at its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the deposit shall be applied against amounts due, including any disconnection fees. In the event a customer finalizes the account, any portion of the deposit remaining after deduction of any fees owed the District shall be refunded to the customer in the subsequent billing cycle. In no event shall the security deposit bear interest for the benefit of the customer. Should service be discontinued during a billing cycle, the Minimum Monthly Charge for that billing cycle shall be prorated and the portion applicable to the period after discontinuation of service, shall be refunded to the customer after deduction of any fees owed the District that remain after application of the security deposit as provided above.

1. Residential Security Deposits for Service to Non-Owner-Occupied Residences. This subsection 2 applies to security deposits relating to service to residences that are occupied by customers who are not owner-occupants. A security deposit per connection shall be paid by each customer to the District prior to commencement of water and wastewater service in the following amounts:

Meter Size	Security Deposit
Up to 1½"	\$200.00
2"	\$250.00
Over 2"	Established by District on a case-by-case basis

If a residential customer has service disconnected, the District will require replenishment of the deposit by the customer necessary because of application of customer's deposit to delinquent amounts. Residential security deposits can be in the form of money order or a cashier's check acceptable to the District's representative, a debit/credit card payment or an electronic check.

Security deposits shall not be transferable and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. In the event the customer makes late payments for two (2) or more consecutive months, at its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the deposit shall be applied against amounts due, including any disconnection fees. In the event a customer finalizes the account, any portion of the deposit remaining after deduction of any fees owed the District shall be refunded to the customer in the subsequent billing cycle. In no event shall the security deposit bear interest for the benefit of the customer. Should service be discontinued during a billing cycle, the Minimum Monthly Charge for that billing cycle shall be prorated and the portion applicable to the period after discontinuation of service, shall be refunded to the customer after deduction of any fees owed the District that remain after application of the security deposit as provided above.

2. **Builder Security Deposits.** Security deposits for temporary service for builders of residential and commercial property shall be included in the District Facility Charge and will be refundable upon written request after service has been transferred to the User and all applicable back charges and re-inspection fees have been paid.

3. **Fire Hydrant Meter Deposit.** Each builder, developer or contractor within the District must utilize a fire hydrant meter assigned to the builder, developer or contractor by the District when making a temporary water connection for construction, street-cleaning, or other construction-related activities unless the District agrees otherwise. The person applying for temporary water service shall be required to deposit **\$1,000.00** with the District to secure payment for water supplied by the District and the safe return of the District's meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit.

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

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

1. General Provisions.

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

2. Charges for Single-Family and Duplex Customers

a. Minimum Monthly Charge

Standard	\$104.75
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b. Water Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$3.00
5,001-10,000	\$4.50
Over 10,000	\$6.00

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

Gallons Used	Commodity Charge
0001-5,000	\$2.50
5,001-10,000	\$3.50
Over 10,000	\$4.50

3. Charges for Non-Single-Family Customers

a. Minimum Monthly Charge

Standard	\$41.50 per connection
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b. Water Commodity Charge (per 1,000 gallons per month)

Gallons Used	Commodity Charge
0001-5,000	\$3.00
5,001-10,000	\$4.50
Over 10,000	\$6.00

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

Gallons Used	Commodity Charge
0001-5,000	\$2.50
5,001-10,000	\$3.50
Over 10,000	\$4.50

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

a. Minimum Monthly Charge

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

b. Water Commodity Charge (per 1,000 gallons per month)

Usage Period	Commodity Charge
January - December	\$3.22

5. Monthly In-District Fire Hydrant Rates per fire Hydrant Meter

a. Service Availability Charge per Fire Hydrant

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

Gallons Used	Commodity Charge
0001-5,000	\$2.50
5,001-10,000	\$3.50
Over 10,000	\$4.50

6. Temporary Water and Wastewater Service. Temporary water and wastewater service will be provided for a 5-calendar day period for the purpose of maintaining lease property. A flat fee of \$75.00 must be paid to the District operator at the time the temporary service is requested. The fee is non-refundable.

7. Temporary Fire Hydrant Water Service. The operator will lock a fire hydrant meter to any hydrant assigned for temporary service. If the builder, developer or contractor requesting temporary service requests relocation of the meter to a different hydrant, such party will pay the District a flat fee of \$50.00 in advance of the relocation.

8. Public Space User Connections. Public Space users will be charged at the same rates as regular irrigation users.

D. Charges for Reconnection. If service is discontinued whether because of customer's delinquency or upon his request, the customer must pay all past-due amounts, any additional amount needed to replenish the current security deposit, plus the applicable reconnect fee, prior to service being reconnected. Payment must be made at the office of the District Utility Manager by money order, cashier's check, credit/debit card or electronic check. Service will be reconnected on the same day if payment is made prior to 4:00 p.m. If payment is tendered after 4:00 p.m. the customer must pay an after-hours reconnect fee in order to obtain same day reconnecting of service. The following reconnect fees are applicable:

1. Water System

- a. When meter is removed \$100.00
- b. When meter is not removed \$75.00

- c. After-hours reconnect fee Above fee plus \$35.00
(when reconnecting requested or
payment made after 4:00 p.m.)

E. Meter Re-Read and Meter Test Fees. Customers requesting meters to be re-read or tested will be charged a fee of \$15.00 for the re-read or meter accuracy test unless the original meter reading or meter proves inaccurate in which case there will be no charge. Customers requesting that a meter be pulled and tested will be responsible for all costs associated with the removal and testing, unless the meter proves inaccurate in which case the costs will be borne by the District.

F. Fees Associated with Alternative Payment Services. Alternative Payment Services that may be offered by the District are provided merely as a convenience to District customers, and such services may be discontinued by the District at any time in its sole discretion. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. Such fees are set and charged to District customers by the service providers rather than by the District. District customers shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment, and any customer using Alternative Payment Services shall be solely responsible for the payment of such fees. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

IV. Delinquent Accounts

A. Billing. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due when rendered and shall become delinquent if not paid by the 15th day from the date of the bill.

B. Late Charge. In the event that a bill becomes delinquent, a late charge of \$15.00 shall be added to the delinquent amount. In the event that a delinquent bill is not paid by the 26th day from the date of the bill, or is paid with a check which is dishonored, water service shall be terminated in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter which shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service on the 16th day from the date of the delinquent bill. The notice shall state the date upon which water service shall be terminated, which date shall be not less than ten (10) days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District, whose telephone number shall also be given, in such notice; provided, however, that in the event the customer contacts the District within such ten (10) day period, the District may, at its discretion, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District. In addition, in the event that a bill remains unpaid as of the 22nd day from the date of the bill, the customer shall be notified of the amount due and the date upon which water service will be terminated by door tag posted on the customer's property. A charge of

\$5.00 shall be added to the delinquent amount to cover the District's cost of posting the door tag. The provisions of this Section IV.B. shall be effective with respect to bills for water service provided beginning May 1, 2011.

C. Accounts for Temporary Fire Hydrant Meters. A bill for temporary fire hydrant use that is not paid by the termination date will result in the meter being removed. Prior to having the meter reinstalled, the bill must be paid in full and a \$50.00 reinstallation fee paid.

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

E. Tampering Fees. In the event the user or customer or their agent restores the water or sewer, after service has been disconnected by the District, or if the user or customer or their agent tampers with the water meter or service line appurtenances in any manner, a tamper fee shall be collected in addition to the reconnect fee provided by this article. The tamper fee shall be a minimum of \$75.00 or an amount equal the applicable reconnect fee in accordance with provisions of this article.

F. Suit for Collection. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

G. Dishonored Checks. The District will charge a \$25.00 fee to any customer for each check given to the District for payment that must be returned for any reason. The amount of the returned check and the fee can be paid by a money order, cashier's check, debit/credit card or electronic check.

H. Transfer of Service. In the event service at an address is to be transferred from one customer to another customer name, there shall be assessed the following charge:

Transfer Fee:	\$5.00
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I. Disconnection for Ill Customers. Except as provided in this subparagraph, utility service shall not be discontinued to a delinquent residential customer when that customer provides a written statement from a physician to the District prior to the stated date of disconnection confirming that a person residing at customer's residence will become seriously ill or more seriously ill if service is discontinued. Service may be disconnected if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the customer enters into a written deferred payment plan with the District. The deferred payment plan may be entered into at the time of presentation of the physician's statement. In the event the customer enters into a deferred payment plan, the

customer shall not be required to pay any penalties or interest otherwise due under the Rate Order. However, the customer shall be required to pay not less than \$100.00 per month, and all deferred amounts shall be paid within six (6) months of the date of the plan. In the event an extended illness is confirmed by a written physician's statement, such deferred payment arrangement shall require customer to provide, on a monthly basis, an updated physician's statement confirming the continuation of an extended illness.

- V. Charges for Certain Operator Services. Upon request of any Customer, the District's Operator shall provide such Customer with an AMR/AMI graph providing a graphic depiction of such Customer's water usage. The charge to the requesting Customer shall be \$25.00 for each graph requested.
- VI. Filing in Principal Office. The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027

- VII. Right to Repair District Facilities and Systems; Obstructions; Use of Storm Sewer System
 - A. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to or impairment of the District's Systems and appurtenances without prior notice, and to assess against any Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the System so damaged or impaired.
 - B. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or Operator reveals damage to the sanitary sewer System resulting from a Customer's failure to prevent obstructions from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section B.

C. Storm Sewer System. The use of the District's storm sewer System is limited solely to storm waters. No other liquids or solids, including but not limited to, grass or yard clippings, trash, construction materials, oils or grease, shall be introduced into the District's storm sewer System. It shall be a violation of this Order to introduce unauthorized material, whether liquid or solid, into the District's storm sewer System and the District reserves the right to assess such penalties as provided in this Order to any person, corporation, or other entity who makes such unauthorized use of the District's storm sewer System. In addition, all facilities and appurtenances relating to the District's storm sewer System must be kept free of any vegetation or debris (or other matter) that would obstruct or otherwise adversely affect drainage and/or the workings of said System. In the event any such vegetation, debris or other obstruction is not removed by the person or entity responsible for such vegetation, debris or other obstruction, or by the applicable property owner, then the District may remove any such vegetation, debris or other obstruction and charge for same in accordance with Section B of this Article VI.

VIII. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any provision of this Order or any order regulating waste heretofore or hereafter adopted by the District;
- (2) makes unauthorized use of District services or facilities; or
- (3) violates any other rules or regulations of the District

shall be subject to a civil penalty of not less than \$100.00, and in no event to exceed \$5,000.00, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Article VII shall be established by the District's Board after reasonable notice to the violator and a public hearing relative to such matter before the Board. Any such violation or unauthorized use also shall subject a Customer to service termination.

Penalties levied under this Article VII shall be in addition to such other penalties as are provided in this Order or any order regulating waste heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in any county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

- IX. Use of Personal Contact Information for Certain Notifications. The District is in possession of certain personal contact information of its Users, including telephone numbers, electronic mail addresses and physical mailing addresses, all as provided by Users. Any such personal contact information may be used by the District, its Communication Service Provider and/or its operator to communicate with Users regarding emergencies or other notifications relating to public health and/or safety. User information shall not be shared with any third parties for any purpose other than relaying District-specific and relevant information regarding emergencies, public health and safety and other urgent notifications and only to the extent necessary for such purpose. Users may receive notifications from the District, its Communication Service Provider and/or its operator via telephone, SMS (text message), electronic mail or regular mail. The District, its Communications Service Provider and/or its operator are not responsible for any data/service charges that may be incurred by the User upon receipt of any form of communication, i.e. data, voice, or SMS rates. Users at any time may opt out of receiving any such electronic communications or notifications.


- X. This Order shall supersede all other Orders of the District establishing District facility charges, service rates and tap fees and adopting policies with respect to the District's water, sanitary sewer and drainage systems.

APPROVED, ORDERED AND ADOPTED TO BE EFFECTIVE this 27th day of October, 2020.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

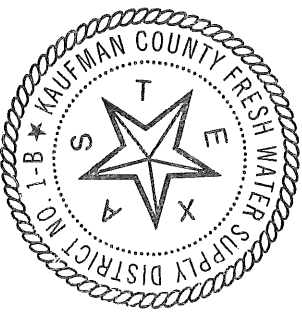


EXHIBIT "A"

EXHIBIT "B"