

HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 113

Resolution for Adoption of Order
Establishing Policy and Rates for
Water and Waste Collection and Disposal Service

The board of directors (“Board”) of Harris County Water Control & Improvement District No. 113 (“District”) met at 12706 Shady Knoll Ln., Cypress, Texas, on October 9, 2012, with a quorum of directors present, as follows:

Carl Linseisen, President
John Clough, Vice President
Ken Atchison, Secretary
Keith Armstrong, Assistant Secretary
Carolyn Maniscalco, Director

and the following absent:

None

when the following business was transacted:

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

Ayes: All directors present.

Noes: None.

The Order thus adopted is as follows:

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

The Order hereinafter set forth shall become effective on October 9, 2012.

ORDER ESTABLISHING POLICY AND SETTING
RATES FOR WATER AND WASTE COLLECTION AND DISPOSAL SERVICE

ARTICLE I

General Provisions

Section 1.1 Definitions

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

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

b) “Commission” shall mean the Texas Commission on Environmental Quality or any successor agency.

c) “Consumer” or “Consumers” shall mean the occupant(s) of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.

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

e) “Delinquent bill” shall mean a bill for water and/or waste collection and disposal service which has not been paid within twenty (20) days after the date of the bill for the preceding month’s service.

f) “Solid Waste” shall mean rubbish, trash, kitchen and household waste, ashes, paper, food containers and grass clippings, leaves, and small brush trimmings.

g) “Solid Waste Collector” shall mean the firm and employees of such firm with which the District contracts for the collection and disposal of solid waste.

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

i) “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.

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

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

l) “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.

m) “TAC” shall mean the Texas Administrative Code as same shall be revised or amended from time to time.

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

o) “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.

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

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

Section 1.3 Water connections generally

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

Section 1.4 Unauthorized practices

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

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

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

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

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

f) All tampering with District meters, taps or other District facilities, Unauthorized Usage of water or sewer service, and 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 Consumer who violates the terms of this section any costs or expenses incurred by the

District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5 Plumbing restrictions

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

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

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

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

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

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

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

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

Section 1.6 Plumbing material restrictions; Customer 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 the District's operator; and (b) a Customer Service Inspection Certification in the form attached hereto as Exhibit "B" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that cross-connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction or addition

to the private plumbing facilities. The Consumer shall be charged a fee of \$50.00 per inspection. 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, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until it has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private plumbing facilities has been made) shall be performed by the District's operator no later than ten (10) days after the inspection has been completed.

Section 1.7 Backflow Prevention Devices

a) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.3 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all expenses relating thereto.

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

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

Section 1.8 Plumbing code

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

Section 1.9 Monitoring Plan

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

b) Monitoring Plan

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

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

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

ARTICLE II

Commencement and Termination of Service

Section 2.1 Connection to District's System

Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available. Further, each Consumer must have an individual water and sewer tap and receive its own monthly water and sewer bill.

Section 2.2 Termination of service upon request of Consumer

Whenever a Consumer of District water temporarily or permanently abandons the structure or tract of land 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. A charge of \$20.00 shall be made for discontinuing and a charge of \$20.00 for restoring water service where such service is discontinued or restored at the request of the Consumer, and the Consumer is not delinquent in the payment of any bill at the time of either request.

Section 2.3 Termination of service upon initiative of District

- a) The District may terminate water service to a tract or Consumer:
- (1) at any time after a Consumer's bill becomes delinquent as defined in Subsection 1.1e) above;
 - (2) upon the occurrence of an event described in Subsections 1.4e), 1.7a) or 5.3 of this Order;
 - (3) to prevent or discontinue conduct which interferes with the orderly provision of utility service by the District or the implementation of any provision or requirement of this Order; or
 - (4) to abate any condition in connection with the District's facilities which in the opinion of the Board is harmful to the health, safety or welfare of District Consumers or the public.
- b) At any time a Consumer's bill, or any part thereof, becomes a Delinquent Bill, all charges on the Delinquent Bill shall be due and payable immediately. If the Operator has not

received payment of a Consumer's bill by the date it becomes a Delinquent Bill, the Operator shall deliver a delinquent letter to the Consumer pursuant to Section 2.3c) below.

c) Except for termination of service upon the occurrence of an event described in Subsections 1.4d) or 7.1b) of this Order, notice to the Consumer shall be made as follows:

(1) At least ten (10) days prior to termination of a Consumer's service pursuant to this Section, a notice shall be delivered to the Consumer advising the Consumer of termination of service pursuant to this Section. If the Consumer's account remains delinquent, an additional notice shall be hung on the door of the residence of a Consumer or at the primary entrance of a commercial Consumer 24 hours prior to termination of the Consumer's service advising the Consumer of termination of service pursuant to this section. A \$15.00 charge shall be charged by the District to cover the expense to the District when a 24 hour notice is required and hung.

(2) Delivery of the notice shall be considered complete upon deposit of the notice in the United States mail, postage prepaid, addressed to the Consumer at the Consumer's last known mailing address.

(3) The notice shall include:

- (a) a statement that service will be terminated;
- (b) the date of termination;
- (c) the reason for termination; and

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

You are advised that the District's utility operator (Operator's name, address and telephone number) may make an adjustment of a utility bill if there is a clerical error, other billing irregularity, or other circumstance. 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.

d) Adjustment of bill by designated representative:

(1) The District's designated representative for purposes of this Section is the District's Operator.

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

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

e) Hearing before Board of District:

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

(2) The Consumer 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 Consumer objection.

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

f) A charge of \$50.00, together with any delinquent bills, shall be paid by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section.

g) A charge of \$45.00, together with any delinquent bills, shall be made for removing a meter and a charge of \$45.00, together with any delinquent bills, shall be made for resetting a meter where such meter has been removed for nonpayment of water bill.

h) A "door tag" charge of \$15.00 shall be paid by a Consumer if a delinquent notice door tag is required to be placed on the Consumer's residence.

i) A "collection fee" charge of \$25.00 shall be paid by a Consumer if a District representative accepts a delinquent payment at a Consumer's residence in lieu of disconnection of service.

Section 2.4 Application for installation of water meter with two-inch or less connection

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

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

b) Any person desiring temporary water service for construction or other purpose shall be required to receive same by means of a temporary meter. Such meter shall be provided upon receipt of an application. Further, the District shall require the payment of a deposit of \$1,000.00 for the temporary meter plus the District's actual cost of furnishing the temporary meter.

Section 2.5 Request for residential sewer service

Every person requesting sewer service from the District or proposing to add additional sewer connections after service has been initiated shall so notify the District's Operator and pay the sewer tap inspection fee described in Section 3.2. After the notification, the person requesting said service shall have a plumber make the tap on the District's sewer line. After the tap has been completed, the applicant shall notify the District's Operator, who shall make an inspection of the tap before sewer service is commenced. In the event an unauthorized sewer connection is made, the District shall be entitled to remove the unauthorized connection at the Consumer's expense. The District shall maintain the completed sewer tap as a component part of the District's sewer main line. The Consumer shall be responsible for the sewer service line up to the easement line or a maximum of 5 feet from the sewer line tap.

Section 2.6 Deposit to Secure Payment

a) The District's Operator is hereby given authority to require persons requesting water, sewer and/or waste collection and disposal service from the District to post a deposit with the District for each connection to the District's system as follows:

\$150.00 deposit for water and waste collection and disposal service to an owner occupied residence;

\$200.00 deposit for water and waste collection and disposal service to a non-owner occupied residence; and

\$350.00 deposit for water and sewer service to a commercial establishment.

b) The District's operator is hereby given authority to:

(1) require an owner of a residence requesting water and waste collection and disposal service to post a deposit with the District of \$150.00 for each residential connection to the District's system.

(2) Require a non-owner of a residence requesting water and waste collection and disposal service to post a deposit with the District of \$200.00 for each residential connection to the District's system.

(3) After any disconnection of service to a single family residential connection, as described in Section 2.3, an additional \$100.00 deposit per equivalent single family residential connection is required in advance of restoration of service to the same Consumer.

(4) Require a commercial establishment requesting water and sewer service to post a deposit with the District of \$350.00 for each commercial connection to the District's system. After any disconnection of service to a commercial Consumer, as described in Section 2.3, an additional \$350.00 deposit per commercial connection is required in advance of restoration of service.

(5) Notwithstanding the foregoing, however, if a residential or commercial Consumer establishes a good payment and credit record with the District for a period of twelve (12) months following any such additional deposit, such additional deposit may be credited to the residential or commercial Consumer's account upon written request of the residential or commercial Consumer.

Such deposits are solely to secure the payment of charges established by this Order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. No interest will be paid by the District on such deposits.

Section 2.7 Solid Waste Disposal

All residential Consumers are required to use the solid waste disposal services provided by the District. The fees for such service are included in the charge for waste collection and disposal service.

Section 2.8 Charge for Returned Checks

The District shall charge a fee of \$30.00 for each check issued for payment of water and/or sewer bills which is returned to the District by a bank due to insufficient funds or is not honored by the bank for any reason.

ARTICLE III

Tap Charges

Section 3.1 Residential water tap charges

- a) The following charge shall be made for every residential (including duplex) tap or connection (up to and including a 3/4-inch connection) to the District's water distribution system, which charge shall include the meter and meter box and the installation thereof: \$600.00
- b) No taps over 3/4-inch will be allowed.
- c) All tap charges shown above shall be paid when application for the tap or connection is made, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.2 Residential sewer tap inspection fee

Prior to the completion of a sewer tap as provided in Section 2.5, and the inspection thereof by the District's Operator, the person requesting such sewer tap shall pay an inspection fee of \$150.00 per sewer tap.

Section 3.3 Commercial water and sewer tap charges

- a) The following charge shall be made for every commercial tap or connection to the District's water, sanitary sewer or drainage facilities, other than a tap or connection for a Consumer which is a Nontaxable Entity: actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water, sanitary sewer or drainage facilities, including all necessary service lines and meters, plus 100% of the aforementioned costs. The minimum charge shall be \$600.
- b) A deposit in the amount of the estimated costs of construction, installation and inspection of the tap or connection shall be paid when application for the tap or connection is made. The balance of the tap charges in Sections 3.3a) or b) above, as appropriate, shall be paid prior to commencement of service at the tap or connection, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.4 Residential and Commercial Irrigation water tap fee

a) The following charge shall be made for every tap or connection up to and including a 3/4-inch connection to the District's water system for irrigation use only, which charge shall be paid in advance and shall include the meter, meter box and installation thereof: \$1,200.00.

b) Residential irrigation connections are to be 3/4-inch or less only. No 1-inch residential connections are permitted.

c) For commercial irrigation connections of 1-inch or over, the District shall charge: actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water facilities, including all necessary service lines and meters, plus 200% of the aforementioned costs or \$1,200, whichever is greater.

ARTICLE IV

Rates for Service

Section 4.1 Monthly rates for residential water service

a) The following rates (plus the NHCRWA fee provided in Section 4.7 below) per month shall be charged for water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein:

For first 10,000 gallons of water used	\$8.50
For each 1,000 gallons of water used from 10,000 to 20,000 gallons	\$1.00
For each 1,000 gallons of water used from 20,000 to 30,000 gallons	\$1.25
For each 1,000 gallons of water used over 30,000 gallons	\$1.75

b) The minimum monthly charge shall be \$8.50 for which 10,000 gallons of water may be used. The minimum amount shall be charged each month until usage is confirmed by the meter.

c) The following rates (plus the NHCRWA fee provided in Section 4.7 below) per month shall be charged to the community pool for water service furnished by the District:

For first 10,000 gallons of water used	\$8.50
For each 1,000 gallons of water used over 10,000 gallons	\$1.00

d) The rates provided in a) above for water service shall be applicable to each occupied apartment within an apartment project; provided, however, that water to an apartment project may be furnished through a master meter and the rate per unit calculated by dividing the total number of gallons furnished during the month by the number of units therein occupied during that month; provided, however, that when a project's occupancy has reached 85% of capacity, and at all times thereafter, the Operator shall calculate the amount due for an apartment project using a master meter on 85% of occupancy; that is, using the following formula:

$$\frac{\text{Total number of gallons used}}{\text{Total number of units in project}} \times 85\%$$

Section 4.2 Monthly rates for residential waste collection and disposal service

a) The following rates per month shall be charged for waste collection and disposal service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

For first 25,000 gallons of water used	\$19.00
For each 1,000 gallons of water used over 25,000 gallons	\$0.25

b) The minimum monthly charge shall be \$19.00. The minimum amount shall be charged each month until usage is confirmed by the meter.

c) The following monthly rate shall be charged for sewer service to apartment projects: For each apartment unit: flat rate fee equal to the minimum monthly charge.

Section 4.3 Monthly rates to commercial connections within District's boundaries for water and sewer service

a) The following rates (plus the NHCRWA fee provided in Section 4.7 below) shall be charged for water services provided by the District to commercial connections within the District's boundaries:

For first 10,000 gallons of water used	\$20.00
For each 1,000 gallons of water used from 10,000 gallons to 25,000 gallons	\$1.50
For each 1,000 gallons of water used over 25,000 gallons	\$2.00

b) The following rates shall be charged to commercial Consumers within the District's boundaries for sewer service provided by the District:

For first 25,000 gallons of water used	\$19.00
For each 1,000 gallons of water used over 25,000 gallons	\$0.50

The combined minimum monthly charge for both water and sewer service to commercial Consumers shall be \$39.00 per month.

Section 4.4 Irrigation Rates

a) The following rates shall be charged for residential and commercial irrigation water service through each separate meter: The rates provided in Section 4.1(a) above.

b) The minimum monthly charge shall be the charge established in Section 4.1(b) above for residential and commercial irrigation connections.

Section 4.5 No reduced rates or free service

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

Section 4.6 Penalty for failure to pay bill before delinquent

A charge of 15% of the amount of the Consumer’s bill shall be added thereto when such bill has become delinquent as “delinquent” is defined in Subsection 1.1e) of this Order.

Section 4.7 North Harris County Regional Water Authority Water Pumpage Fee.

In addition to the charges set forth herein, the District shall assess to its Consumers an additional fee per 1,000 gallons of water used equal to the most recent water pumpage fee per 1,000 gallons of water used assessed by the North Harris County Regional Water Authority, plus 10%.

Section 4.8. Unauthorized taking of water

The unauthorized taking of water from any and all District facilities, including fire hydrants, by someone other than an authorized District representative, contractor or fire department, is considered an unauthorized practice and a violation of this Order. A party responsible for such unauthorized taking shall be charged a penalty of \$500.00 per occurrence plus cost of the water as determined by the Board of Directors for water taken without authority

of the District. The District reserves the right pursuant to Section 8.1 of this Order to impose additional penalties for any such unauthorized taking.

ARTICLE V

Grease Traps

Section 5.1 Requirements for Grease Traps

a) Any commercial Consumer of the District who serves or prepares food, or is otherwise responsible for discharges containing grease or wastes containing grease in excessive amounts, or oil, sand, flammable waste or other harmful ingredients, shall install and maintain an approved grease trap.

b) The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the Consumer in advance, to enter upon any tract within the District to determine the necessity for a grease trap as required by subsection a) above.

c) Any Consumer of the District responsible for discharges requiring a grease trap, as determined by the Operator or other duly authorized representative of the District, shall, at their own expense and in accordance with the requirements of the City of Houston Building Code, construct and install a grease trap to include equipment and facilities of a design type and design capacity approved by the District's Operator and Engineer. Such Consumer shall install the trap in a manner that provides easy access for cleaning and inspection and shall maintain the trap in effective operation condition continuously thereafter. The trap shall be inspected by the District's Operator during construction and upon completion. The final inspection shall be made by all interested parties before any service connections are made.

d) Any person who is responsible for a discharge into the District's sanitary sewer system for which a grease trap is required pursuant to this section, and who does not have an approved grease trap in place, shall have 120 days from the date of notice by the District within which to construct and install the required grease trap and secure necessary approvals thereof.

Section 5.2 Grease Trap Inspections

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

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

Section 5.3 Termination of Service

The District may invoke the procedure described in Section 2.3 of this Order to discontinue water service to a tract or establishment in the event the owner or proprietor of said tract or establishment for which a grease trap is required either (1) fails to install a grease trap and obtain necessary approvals as required in Section 5.1(d); or (2) refuses to permit an inspection pursuant to Section 5.2; or (3) 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 grease traps.

Section 5.4 Grease Trap Fee

A monthly charge of \$60.00 shall be made against each Consumer responsible for discharge for which a grease trap is required pursuant to Article V. The charge (monthly grease trap fee) shall defray the District's expenses of periodic inspections of grease traps as provided in this Order.

ARTICLE VI

Manner and Schedule of Solid Waste Collection

Section 6.1 Solid waste collection schedule

Solid waste shall be collected from residential dwellings twice per week between the hours of 7:00 a.m. and 6:00 p.m. except holidays including New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 6.2 Manner of solid waste collection

Solid waste will be collected by the solid waste collector at the curb on each collection day. Solid waste must be either in containers or bags not exceeding fifty (50) gallons. Tree,

shrub and brush trimmings must be bundled in lengths not greater than four (4) foot and weighing less than fifty (50) pounds and branches with a maximum diameter of three (3) inches, and placed at the curb. Dirt, rocks, bricks, concrete or any materials or items deemed hazardous materials or waste generated by a private contractor will not be picked up. Bulky waste (refrigerators and freezers must be drained of Freon and have a bill to validate such service was performed) will be picked up either of the two days and must also be located at the curb. The solid waste collector must be notified in advance for special collection other than normal amounts of residential refuse, yard trimmings or bulk items in order to meet the Consumer prior to collection to negotiate a price.

ARTICLE VII

Meters

Section 7.1 Title, tampering, maintenance, setting

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

b) No person other than a duly authorized agent of the District shall tamper with or in any way interfere with the meter, meter box, service line, or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer plus a damage fee of \$50.00, and, pursuant to Section 8.1 below, to impose a penalty.

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

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

e) The District shall be authorized to remove any unauthorized meter, tap, or connection made to the District's system in violation of this Order or any provision thereof.

Section 7.2 Meters and boxes to be free from rubbish and obstructions

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

ARTICLE VIII

Enforcement

Section 8.1 Penalties

Pursuant to the authority granted by §§ 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation 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, up to \$5,000.00, 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.

ARTICLE IX

Miscellaneous

Section 9.1 Savings

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

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

Passed and adopted, this October 9, 2012.

CARL LINSEISEN

President

ATTEST:

KEN ATCHISON

Secretary

EXHIBIT "A"

SERVICE AGREEMENT

- I. **PURPOSE.** The **HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 113** (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and _____ (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 unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.

EXHIBIT "A"

Page 2 of 2

- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice 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 this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to 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 or other component part of the water furnishing system. Violation of the District's rules and policies applicable to the water furnishing system is punishable by fines or other penalties up to \$5,000.00, 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: _____

EXHIBIT "B"
Customer Service Inspection Certification

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 |
|---|--------------------------|--------------------------|
| (1) No direct 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-zone 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. | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988. | <input type="checkbox"/> | <input type="checkbox"/> |

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

Service lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks:

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "C"

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 TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- Reduced Pressure Principle
- Double Check Valve
- Pressure Vacuum Breaker
- Reduced Pressure Principle-Detector
- Double Check-Detector
- Spill-Resistant Pressure Vacuum Breaker

Manufacturer _____ Size _____
 Model Number _____ Located At _____
 Serial Number _____

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ____ psid	Held at ____ p
Initial Test	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"/>	Did not Open <input type="checkbox"/>	Leaked
Repairs & Materials Used					
Test After Repair	Held at ____ psid Closed Tight <input type="checkbox"/>	Held at ____ psid Closed Tight <input type="checkbox"/>	Opened at ____ psid	Opened at ____ psid	Held at ____ p

Test gauge used: Make/Model _____ SN: _____ Calibration Date: _____

Remarks: _____

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

Firm Name _____ Certified Tester _____

Firm Address _____ Cert. Tester No. _____ Date _____

Firm Phone # _____
 * TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS*
 * USE ONLY MANUFACTURER'S REPLACEMENT PARTS