

**ORDER ADOPTING CONSOLIDATED RATE ORDER AND RULES AND REGULATIONS;  
ESTABLISHING WATER CONSERVATION, DROUGHT, AND EMERGENCY CONTINGENCY  
PLAN; ESTABLISHING A WASTEWATER CONTROL ORDER; ESTABLISHING CERTAIN  
OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATION THEREOF**

THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102 §

WHEREAS, the Board of Directors (the "Board") of Harris County Municipal Utility District No. 102 (the "District") has from time to time adopted certain orders ("Rate Order") and Rules and Regulations establishing the rates and conditions under which water and sanitary sewer service would be provided; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to amend and restate its Rate Order;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102 THAT:

**ARTICLE I  
DEFINITIONS**

For the purpose of this Order, the following terms shall have the meaning set out hereafter:

- A. "Commercial" - shall mean any structure designed for business purposes including office buildings, hotels, retail stores, warehouses, service stations, churches, schools, recreational centers and all other establishments not generally considered as residential structures or defined herein as a residential structure.
- B. "Customer" - shall mean any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District's System with water and/or sewer services to a residence or business establishment owned or occupied by such person, partnership, corporation, non-profit corporation, trust or legal entity.
- C. "Domestic Waste" - shall mean liquid-carried sanitary sewage discharge which is normally discharged from residential food preparation and bathroom facilities.
- D. "Esplanade Connection" - shall mean a water system connection serving public right-of-way or other public common areas.
- E. "Multi-family Residential Connection" - shall mean all multiplex residential connections which are served by a master meter.
- F. "Multi-family Units" - shall mean the individual dwelling units served through the Multi-family Residential Connection's master meter and shall include condominiums and all individual dwelling units served by a master meter.

G. "Non-taxable" - shall mean any entity not subject to property taxation pursuant to the provisions of the Texas Property Tax Code.

H. "Operator" - shall mean the person, company or corporation which is employed by or under contract with the District to operate the District's water and sewer system, collect amounts owed to the District for such services, report monthly to the District on the operations of the District's System and perform any additional services set out in its contract with the District.

I. "Rules and Regulations" - shall mean the Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached to this Order as Appendix "A" and incorporated herein for all purposes.

J. "Separate Connection" - shall mean each residential unit designed for occupancy by a separate family, including each separate unit located within a single multi-unit building, and each commercial unit designed for use by a separate business, including separate establishments within a single building, and that is separately metered.

K. "Single-family Residential" - shall mean any single-family structure within the District designed for occupation as a residence whether by the owner or by a renter or lessee, including any single-family residence, townhouse, multiplex, apartment building, or other structure generally considered to be and used solely for residential purposes and which is separately metered.

L. "System" - 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.

## ARTICLE II TAP FEES AND CONNECTION POLICIES

Section 2.01. Initiation of Water and Sanitary Sewer Connections. Each person desiring a water and sanitary sewer service connection to the District's System shall be required to pay such fees as set forth in this Order. No service shall be established or re-established until such fees are paid. All service connections are subject to the provisions of the District's Rules and Regulations and all other rules, regulations, and policies of the District. It shall be the policy of the District that no Customer shall receive water service without also taking sanitary sewer service from the District, except for irrigation connections. It shall be the policy of the District that no Customer shall receive sanitary sewer service without also taking water service from the District.

### Section 2.02. Policies Governing Initial Connections.

A. Certification of System. Connections shall not be made to the District's System or portions of the System until the District's engineer has certified that the System or applicable portion thereof is operable.

B. Availability of Access/Obstructions. By application for connection to the District's System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by the District's Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection. Additionally, it shall be the responsibility of the Customer to replace any sidewalks, driveways, or other improvements that may have been disturbed as a result of the reasonable actions of the District's Operator in installing a Customer's connection.

Section 2.03. Connections by District Operator. All connections to the District's sewer system shall be made in accordance with the District's Rules and Regulations. No person except the District's Operator or his authorized agent shall be permitted to tap or make any connection to the mains or distribution piping of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture connected with the water service or any manhole, main, trunk or appurtenance of the District's sanitary sewer system, unless otherwise specified by the Board of Directors of the District.

Section 2.04. Inspections and Fees.

A. Residential Sewer Inspection and Fees. Sewer connections and house service lines shall be inspected by the District's Operator for compliance with the Rules and Regulations. An inspection fee of \$50.00 shall be charged for all residential connections. Installations which fail to conform at any time to the Rules and Regulations shall be disconnected. Any residential Customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of \$50.00. If subsequent reinspections are required before the sewer connection and service lines are in compliance with the Rules and Regulations, a reinspection fee of \$75.00 shall be charged for each such reinspection.

B. Commercial Residential Sewer Inspection and Fees. Sewer connections and commercial service lines shall be inspected by the District's Operator for compliance with the Rules and Regulations. An inspection fee of cost + 20% shall be charged for all commercial connections. Installations which fail to conform at any time to the Rules and Regulations shall be disconnected. Any commercial Customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of cost + 20%. If subsequent reinspections are required before the sewer connection and service lines are in compliance with the

Rules and Regulations, a reinspection fee of cost + 20% shall be charged for each such reinspection.

C. Residential Customer Service Inspection Fees. For residential Customers, if the District's Operator performs the inspection and completes the Customer Service Inspection Certification required by Article III of the Rules and Regulations, the District shall charge the Customer a fee of \$65.00 to cover the costs of such inspection and certification.

D. Commercial Customer Service Inspection Fees. For commercial Customers, if the District's Operator performs the inspection and completes the Customer Service Inspection Certification required by Article III of the Rules and Regulations, the District shall charge the Customer a fee based on the cost to the District as quoted per project by the District's Operator.

E. Pre-Construction Inspection and Fees. A builder must contact the District's Operator, prior to starting any work on a lot, 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 the equipment at the expense of the District. A copy of the inspection will be given to the builder's representative. After the inspection and any necessary work is completed, the builder will then be responsible for paying the costs of all damages, adjustments, relocations, and repairs found during the Final Builder Inspection. The cost for the inspection is \$50.00 payable with the tap fee.

F. Final Builder Inspection and Fees. Upon receipt of instruction from a builder to transfer an account to an initial Customer, the District's Operator shall make a final inspection of the property and make note of the condition of all District facilities. The District's Operator will repair any damaged District facilities, and the builder will be held responsible for all costs incurred. A fee of \$50.00 shall be charged by the District to cover the cost of such inspection and will be collected at the time the tap fee is paid.

Section 2.05. Builder's Deposit. Each builder of a residence, commercial building or other structure shall, at the time a request for a water tap is made, pay a deposit of \$1500; provided, however, that where a property owner requests a water tap for one lot for construction of the property owner's principal residence, a deposit of \$500.00 shall be required. Upon a builder's or property owner's written request, the deposit shall be refunded as set forth below, but all or a portion of the deposit may be forfeited as a penalty in the event any provision of this Order or the Rules and Regulations, as they may be amended from time to time, is violated. Within 30 days after the District's Operator has finalized the builder's account, the Operator shall send written notice to the builder by United States first class mail at the builder's last known address, which notice shall set forth the necessity and timetable for requesting a refund of any deposits to prevent a forfeiture of such deposits. Forfeiture shall occur if the builder's written request for refund is not received by the District's Operator within 30 days after the Operator deposits the notice required above, postpaid, in a post office or official depository under the care and custody of the United States Postal Service. The deposits described herein may be applied by the District to the cost of repair of any damage caused to District property by the builder or builder's agent or to pay any delinquent water and sewer service bills owed by the builder, whereupon it will be the builder's responsibility to reinstate the original amount of the deposit prior to the District's Operator making any additional water taps for said builder. Before the Operator issues any requested refunds of builder deposits as set forth above, the Operator shall

inspect all District facilities affected by the builder's construction activities to determine if the builder or builder's agent has caused any damage to District property. The cost to repair any damage discovered will be charged against the deposit prior to refund.

Section 2.06. Temporary Water Service.

A. Temporary Connections. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service. All temporary service shall be metered and billed to the temporary Customer as provided herein. Any temporary Customer who has received authorization for temporary water service under the provisions of this Section 2.06 shall obtain a renewal of the authorization if the period of temporary water use extends beyond ninety (90) days. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited.

B. Application and Deposit. Each temporary Customer desiring temporary water service shall be required to execute an application for such temporary service and shall provide a security deposit of \$1500.00. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the rental fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System.

C. Fees and Rates. A fee of \$3.00 per day for the cost of the rental meter, plus the cost of the metered water, shall be charged for temporary water service. The rates for the sale of water for each temporary water service connection shall be the same rates as charged to commercial Customers within the District under the terms of this Rate Order.

Section 2.07. Service to Out-of-District Customers. All requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case by case basis and governed by separate agreement.

Section 2.08. Water Taps. The following charges for the tap of water lines shall be in effect within the District from and after the effective date hereof until amended by the Board of the District:

A. Residential taps (3/4" X 5/8" and 3/4" X 3/4"): \$1,250.00 per connection but in no event shall the cost exceed three (3) times the District's actual and reasonable costs.

B. Connections to Non-taxable Entities: The cost to the District, including cost of all facilities that are necessary to provide District services to such entity and that are financed or to be financed in whole or in part by tax supported bonds of the District.

C. All other water taps (to be considered commercial): To be determined by the District's Board of Directors after consultation with the District's Operator and Engineer, but in no event more than three (3) times the District's actual and reasonable cost.

Section 2.09. Title to Facilities. Title to all water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall lie in the District.

Section 2.10. Maintenance and Repair. It shall be the responsibility of each user to (i) maintain and repair its sewer service line from the foundation of the user's building, including houses and commercial structures, up to and including the saddle connection, or as applicable based on property location, from the foundation of the user's building, including houses and commercial structures, up to the wye connection; and to (ii) maintain and repair its water service line from the foundation of the user's building, including houses and commercial structures, to the connection on the user's side of the water meter.

In the event the District notices water or sewer leaks, the District will investigate problems in the utility easement at no cost to the user. If it is determined that repairs needed are the responsibility of the user, the District shall authorize the Operator to give notice ordering the repair of the leak within fifteen (15) calendar days, unless otherwise noted after the District's inspection of the situation. In the interest of public safety, however, the District may require immediate repairs. Repairs must be conducted in accordance with the District's rules and regulations. In the case of sanitary sewer line repairs, the user must schedule an inspection of the repaired line prior to backfill. The fee for such inspection will be \$50.00. Fees charged for any re-inspection, if required, will be the same as the original inspection. Payment of all fees is required prior to any inspection being performed.

If a user fails to repair a defective service line and/or physical connection within the required time period, the user's water service may be terminated. Service shall not be restored until the user makes the necessary repairs and/or provides the District with a plan of action for the repairs to the satisfaction of the District.

Section 2.11. Unauthorized Water Connections. Only one residence, commercial building, or other structure shall be served by each connection to the District's water distribution system. No Customer of the District shall provide water service to another Customer by allowing connection to the first Customer's water supply system where the second Customer has had his or her service terminated by the District. Violation of this provision shall be sufficient reason for termination of service to both Customers as provided under the provisions of this Rate Order.

### ARTICLE III SERVICE RATES AND FEES

Section 3.01. Water Service Rates. The following monthly rates for the sale of water shall be in effect for each Separate Connection within the District from the effective date hereof until such time as the Board of Directors amends said rates:

A. Single-Family Homes

During construction and prior to initial occupancy, a fee of \$20.00 per month shall be charged for each single-family home.

After the initial occupancy, single-family homes shall be billed as follows:

First 6,000 gallons	\$10.00 (minimum)
6,001 to 12,000 gallons	\$ 2.00/1,000 gallons
12,001 to 20,000 gallons	\$ 2.50/1,000 gallons
All over 20,000 gallons	\$ 3.00/1,000 gallons

B. Multi-Family Buildings

Each unit in a multi-family building shall be billed for water at the minimum rate billed to a single-family home. If each unit in a multi-family building is served by an individual meter, then water delivered through each meter shall be billed at the same rate as a single-family home.

C. Commercial Buildings

1. Single Meter: Each commercial building which is served by a single meter shall be billed for water at the same rate as a single-family home.

2. Multiple Meters: If a commercial building is served by more than one meter, then water delivered through each meter shall be billed at the same rate as a single-family home.

D. Clubs and Schools

Each club shall be deemed to be a single-family home for purpose of water service.

Section 3.02. Sewer Service Rates. The following monthly rates for the collection and disposal of sewage shall be in effect for each Separate Connection within the District from the effective date hereof until such time as the Board amends said rates:

A. Single-Family Homes:

\$23.00 per month (flat rate)

B. Townhouses:

\$22.00 per month per unit

C. Multi-Family Buildings:

Each unit in a multi-family building (other than townhouses) shall be considered one unit, and each multi-family building shall be billed at a flat rate of \$23.00 per month per unit.

D. Commercial Buildings, Including Clubs and Schools:

\$23.00 per month flat rate plus \$1.00 per 1,000 gallons of water used over 6,000 gallons

Section 3.03. Trap Inspections and Fees: The District's Operator will periodically inspect any traps and take samples and flow measurements from any sampling wells that are required to be installed pursuant to the provisions of the Wastewater Control Order, attached hereto as Appendix "C." The District shall bill the Customer for the costs of such inspections, sampling, and lab analysis as follows:

Trap inspection	\$80.00
Sampling	Cost + 15%
Lab analysis	Cost + 15%

Section 3.04. Customer Service Agreement and Transfer Fee. The District shall charge each Customer who is required to sign a Customer Service Agreement under Section 3.07.A. of the Rules and Regulations a one-time fee of \$35.00 to cover the cost of administering the agreement and the expense to the District of transferring water and sewer service from the prior occupant to the Customer.

Section 3.05. Regulatory Assessment. Pursuant to Section 5.235, Texas Water Code, as amended, the District shall pay a regulatory assessment to the Texas Commission on Environmental Quality (the "TCEQ") quarterly in the amount required by law on the total charges for retail water and sewer service billed to its Customers quarterly.

At the end of each quarter, the Operator shall prepare a written statement indicating (i) the total charges for retail water and sewer service for the quarter and (ii) the regulatory assessment due and payable to the TCEQ. The District shall retain an administrative fee equal to ten (10) percent of the amount due to the TCEQ for costs incurred in collecting and remitting the assessment.

Section 3.06. West Harris County Regional Water Authority Assessment. Pursuant to House Bill 1842 of the 77th Legislature (2001) creating the West Harris County Regional Water Authority (the "Water Authority") and to the Resolution Establishing Groundwater Reduction Plan Fee adopted by the Water Authority on June 27, 2001, as amended, the District is required to pay a monthly fee to the Water Authority based on the total amount of ground water pumped at the District's water wells and/or the total amount of surface water delivered to the District by the Water Authority.

The District hereby assesses a monthly charge (the "WHCRWA fee") equivalent to the Water Authority's then current surface water rate per 1,000 gallons of metered water usage, plus an additional 5%, to every customer of the District. The Operator shall list the WHCRWA fee on the Customer's bill as a separate line item and shall collect the WHCRWA fee in addition to other charges. Failure by a Customer to pay the WHCRWA fee shall result in the termination of water and sewer service in accordance with the provisions of this Rate Order.

At the end of each month, the Operator shall prepare a written statement indicating the total pumpage at each of the District's water wells and/or the surface water delivered to the District by the Water Authority for the month, and the amount due to the Water Authority. The Operator shall deliver the written statement to the District's Bookkeeper for payment.

Section 3.07. No Reduced Rates or Free Service. All Customers receiving water and/or sewer 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 Customer; provided, however, this provision shall not prohibit the District from



establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

ARTICLE IV  
SERVICE POLICY AND FEES

Section 4.01. Security Deposits. Security deposits shall be required as follows:

A. Residential Deposits. Each Customer establishing a new account for single-family residential service and each Customer re-establishing an account for single-family residential service that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of \$100.00 where the Customer is the owner of the property to be served and a deposit of \$150.00 where the Customer is renting or leasing the property to be served.

B. Commercial Deposits. Each Customer establishing a commercial account or multi-family residential account, and each Customer re-establishing a commercial account or multi-family residential account that has been terminated for non-payment, shall be required to make a security deposit equal to the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses.

C. Full Payment Required. Service shall be initiated upon payment of the security deposit and all other fees and charges.

D. Refund of Deposit. Following payment of the final bill and payment of all fees and charges, the balance of the security deposit, if any, shall be refunded by check mailed to the Customer. No interest shall be payable to the Customer on any security deposit.

E. Disconnection Deposit. An additional deposit of \$75.00 shall be required of a Customer each time service is disconnected for nonpayment of charges due, up to a maximum deposit of \$500. The additional deposit shall be paid prior to restoration of service to the user.

Section 4.02. Billing Procedures. All accounts shall be billed in accordance with the following procedures:

A. Due Date and Delinquency. Payment shall be due on or before the due date shown on the bill. After such date, a late charge of ten percent (10%) will be assessed on the unpaid balance on the water and sewer bill. All accounts not paid by the due date shall be deemed delinquent and failure to make payment within thirty (30) days thereafter may result in the termination of water and sewer service.

B. Disconnection; Notice and Appeal. Failure to pay all charges when due may be deemed by the District as a sufficient reason for discontinuation of water and sewer service. The District may disconnect service if the delinquency or violation is not remedied or otherwise resolved after sending written notice by United States first class mail to the Customer at the address of the connection and providing the Customer with an opportunity to contest, explain or correct the charges or services at a meeting of the Board of Directors of the District. The written notice shall inform the Customer of the

amount of the delinquent payment, the date service will be disconnected if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges or services by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown in the notice. The date specified for disconnection shall be the day after the scheduled meeting of the Board of Directors. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's Operator that the notice was so mailed shall be prima facie evidence of delivery of same. If service to a Customer is disconnected for any cause, there shall be charged a reconnection fee of \$50.00 before service is again commenced to such Customer. If the District's Operator must make a service call to disconnect a Customer but the delinquent payment is made at that time, the fee to the Customer for the service call shall be \$50.00. If the District's Operator should need to make additional service calls to stop unauthorized use of the District's water, there shall be a \$50.00 charge per service call.

C. Returned Checks. A \$35.00 charge will be charged to the Customer's account for any check returned by the bank. Any amounts due on an account which have been paid with a check that has been returned by the bank must be paid in full by cash, cashier's check or money order, including all late charges and returned check charges, within five (5) days from the day the Operator hangs a notice on the Customer's door or otherwise notifies the Customer that the check has been returned by the bank.

D. Fee for Disconnection Notice. The District shall charge the Customer a fee of \$10.00 each time the Operator issues a termination letter to the Customer, as described in Section 4.02. B. above.

Section 4.03. Entitlement. Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatsoever; furthermore, in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

Section 4.04. Unauthorized and Extraordinary Waste. The rates established herein are applicable for Domestic Waste as defined herein. Customers proposing to generate other types of waste will be assessed additional charges as established by the District.

Section 4.05. Damage to District Facilities.

A. Damage to Meter and Appurtenances. No person other than a duly authorized agent of the District shall open a meter box, tamper with or in any way interfere with a meter, meter box, service line or other water and/or sewer system appurtenance. 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 and to assess repair charges to the Customer, plus a damage fee of \$500.00.

B. Right to Repair. The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any Customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.

ARTICLE V  
ADOPTION OF AMENDED AND RESTATED RULES AND REGULATIONS  
GOVERNING WATER AND SANITARY SEWER FACILITIES,  
SERVICE LINES, AND CONNECTIONS

To preserve the sanitary condition of all water controlled by the District, to prevent waste or the unauthorized use of water controlled by the District, and to secure and maintain safe, sanitary and adequate plumbing installation, connections and appurtenances, the Board of the District hereby adopts the Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached hereto as Appendix "A" and incorporated herein for all purposes.

ARTICLE VI  
WATER CONSERVATION, DROUGHT, AND EMERGENCY CONTINGENCY PLAN

The Board of the District hereby adopts the Water Conservation, Drought, and Emergency Contingency Plan attached hereto as Appendix "B" and incorporated herein for all purposes.

ARTICLE VII  
WASTEWATER CONTROL ORDER

The Board of the District hereby adopts the Wastewater Control Order, attached hereto as Appendix "C" and incorporated herein for all purposes.

ARTICLE VIII  
POLICIES AND PROCEDURES  
RELATED TO  
APPLICATIONS FOR WATER AND SEWER SERVICE,  
ANNEXATIONS, UTILITY COMMITMENTS AND OTHER REQUESTS

The Board of the District hereby adopts the Policies and Procedures Related to Applications for Water and Sewer Service, Annexations, Utility Commitments and Other Requests, attached hereto as Appendix "D" and incorporated herein for all purposes.

ARTICLE IX  
ENFORCEMENT/CIVIL PENALTIES

Section 9.01. Enforcement.

A. Civil Penalties. The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to \$5,000. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the 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 any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.

B. Liability for Costs. Any person violating any of the provisions of this Order and/or the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation, and enforcement thereof shall be in accordance with Section 8.01(A) of this Order and Article X of the Rules and Regulations.

Section 9.02. Non-waiver. The failure on the part of the District to enforce any section, clause, sentence, or provision of this Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Order.

Section 9.03. Appeal. Any determination by the District's Operator or the District's engineer or any authorized agent of the District of any dispute regarding the terms and provisions of this Order may be appealed to the Board of the District, which shall conduct a hearing on the matter. The District's Operator and/or attorney shall provide the Customer with information regarding appeals and hearing procedures upon the Customer's request.

## ARTICLE X SOLID WASTE

The District may contract with an independent contractor to provide for solid waste and trash collection within the District. If the Board of the District determines that it is in the best interest of the District to contract for solid waste and trash collection, the fee for such service, as established by contract, shall be included in the water and sewer service rates. Failure to pay the service rates on or before the due date indicated on the water and sewer service bill, including any portion of the service fees allocable to solid waste and trash collection, shall subject the Customer to penalty and to termination of service under the provisions of Article IV of this Order.

## ARTICLE XI MISCELLANEOUS

Section 11.01. Amendments. The Board of the District has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 11.02. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

Section 11.03. Headings. The section and paragraph headings used herein are for reference only and are not to be construed as part of the text of the section or paragraph.

## ARTICLE XII REPEAL OF PREVIOUS ORDERS

All previous orders adopted by the Board of Directors pertaining to the subject matter hereof are each hereby repealed in their entirety as of the effective date hereof.

ARTICLE XIII  
EFFECTIVE DATE

This Order shall be effective with the first full billing cycle following June 26, 2017.

The President or Vice President is authorized to execute and the Secretary or any Assistant Secretary is authorized to attest this Order on behalf of the Board and to do all things necessary and proper to carry out the purpose and intent hereof.

PASSED, ADOPTED, ORDERED and APPROVED as of the 26th day of June, 2017.

/s/ Randal W. Ward

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President, Board of Directors

ATTEST:

/s/ David Scholler

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Secretary, Board of Directors

(DISTRICT SEAL)

## LIST OF APPENDICES AND EXHIBITS

- APPENDIX "A" - Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections
  - Exhibit 1 - Plumber's Certificate
  - Exhibit 2 - Service Inspection Certification
  - Exhibit 3 - Backflow Prevention Assembly Test and Maintenance Report
  - Exhibit 4 - Customer Service Agreement
  - Exhibit 5 - Application for Service
  - Exhibit 6 - Sanitary Sewer Inspection Form
  
- APPENDIX "B" - Water Conservation, Drought, and Emergency Contingency Plan
  - Exhibit 1 - Notice to Customers regarding Mild Drought Condition
  - Exhibit 2 - Notice to Customers regarding Moderate Drought Condition
  - Exhibit 3 - Notice to Customers regarding Severe Drought Condition
  - Exhibit 4 - Notice to Customers regarding End of Water Use Restrictions
  - Exhibit 4 - Notice to Customer regarding Violation of Water Use Restrictions
  - Exhibit 5 - Citation/Notice to Customer regarding Violation of Water Use Restrictions
  - Exhibit 6 - Citation/Second Notice to Customer regarding Violation, Termination of Services, and other Penalties
  
- APPENDIX "C" - Wastewater Control Order
  
- APPENDIX "D" - Policies and Procedures Related to Applications for Water and Sewer Service, Annexations, Utility Commitments and Other Requests

APPENDIX A

AMENDED AND RESTATED RULES AND REGULATIONS  
GOVERNING WATER AND SANITARY SEWER FACILITIES,  
SERVICE LINES, AND CONNECTIONS

THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102 §

ARTICLE I.  
PURPOSE

The following Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections (the "Rules and Regulations") shall govern the design, installation and inspection of all connections and taps made to the District's water distribution system and sanitary sewer collection system, the limitations of the flow of waste into the sanitary sewer system, protection of all facilities which are part of the District's waterworks and sanitary sewer system, and the enforcement of these Rules and Regulations.

ARTICLE II.  
GENERAL

Section 2.01. Definitions.

1. Customer is any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District with water and/or sewer services to a residence or business establishment.

2. District is Harris County Municipal Utility District No. 102 of Harris County, Texas, a political subdivision of the State of Texas.

3. Engineer is the person, company or corporation which is under contract with the District to design the District's Water Supply System and Sanitary Sewer Collection System and perform any additional services as set forth in the contract with the District.

4. High Health Hazard is a cross-connection, potential cross-connection, or any other situation involving any substance that can cause death, illness, spread of disease, or that has a high possibility of causing such effects if introduced into the District's Water Supply System.

5. Operator is the person, company or corporation which is under contract with the District to operate the District's Water Supply System and Sanitary Sewer Collection System, collect amounts owed to the District for such services, report monthly to the District on the operations of the District's Water Supply System and Sanitary Sewer Collection System and perform any additional services as set forth in the contract with the District.

6. Rate Order shall mean the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Water Conservation, Drought, and Emergency Contingency Plan; Establishing a Wastewater Control Order; Establishing Certain Other

Policies; and Providing Penalties for Violation Thereof which may be amended from time to time.

7. Sanitary Sewer Collection System constitutes the underground sanitary sewer lines owned or leased and operated by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, clean-outs, stacks, tees, and wyes located within the publicly dedicated utility easements owned or leased and operated by the District. This system is maintained by the District.

8. Sanitary Sewer Service Line is any line from a residential dwelling or commercial building which connects with the District's Sanitary Sewer Collection System, including any grease traps or other facilities constructed to prevent non-domestic waste from being introduced into the District's Sanitary Sewer Collection System. This service line is owned and maintained by the owner of the residential dwelling or commercial building from the building to the property line or easement line. From the edge of the easement or the edge of the street right of way to the District's main sanitary sewer line, the service line is maintained by the District.

9. Sewer Tap is the physical connection between the Sanitary Sewer Service Line and the District's Sanitary Sewer Collection System.

10. Sewer Tap Inspection is the inspection performed by the District's Operator to assure that the proper materials and connections to the Sanitary Sewer Collection System have been accomplished in accordance with these Rules and Regulations.

11. State Approved Plumbing Code is a set of rules governing plumbing practices which are at least as stringent and comprehensive as one of the following nationally recognized codes:

- a. Southern Standard Plumbing Code.
- b. Uniform Plumbing Code.
- c. National Standard Plumbing Code.

12. Tap Fee is the fee paid to the District to obtain a water meter and sewer inspection for any dwelling. The amount of the Tap Fee shall be established in the District's Rate Order and may be modified or changed at any time.

13. Utility Easement is an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

14. Water Supply System is composed of all water lines, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, and meter boxes located within public rights-of-way or easements owned or leased and operated by the District. This system is maintained by the District.

15. Water Meter is the recording device that registers the amounts of water consumed by each Customer of the District. This meter is owned and maintained by the District.

16. Water Service Line is any line from a residential dwelling or commercial building which connects to the District's Water Supply System. This service line is owned and



maintained by the owner of the residential dwelling or commercial structure up to the District's water meter. The District owns and maintains the portion of the service line from the District's main water line up to and including the meter.

17. Water Tap is the physical connection of any Water Service Line to the District's Water Supply System. Such connection will be made only by the District's Operator and includes the service line from the District's main water line up to and including the meter.

#### Section 2.02. Platting Requirement.

No connection shall be made to the District's Water Supply System or Sanitary Sewer Collection System unless the tract, parcel, or lot of land to be served by such connection:

1. was first connected to the District's Water Supply System or Sanitary Sewer Collection System prior to September 1, 1987, or
2. is part of an area covered by a development plat duly approved and recorded pursuant to Sections 212.0115 and 212.012 of the Local Government Code, as amended, or
3. is not required to be platted and written certification to that effect, in accordance with Section 212.0115(e), has been presented to the District's Operator.

#### Section 2.03. Approval of Plans and Specifications.

Prior to any non-residential connection to the District's Water Supply System or the Sanitary Sewer Collection System, the plans and specifications for the Sanitary Sewer Service Line and the Water Service Line must be submitted the District's Engineer for review and approval. Upon the Engineer's review and approval, the plans and specifications shall then be submitted to the District's Operator for review and approval. The cost of the review and approval of the plans and specification by the District's Engineer and Operator shall be paid by the Customer.

### ARTICLE III. WATER CONNECTIONS

Section 3.01. Water Tap Materials. Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including residential Water Taps and commercial Water Taps:

1. Any meter approved by the City of Houston;
2. Brass curb stops, corp stops, and related fittings manufactured by Ford, Hays or Muller;
3. Polyethylene water service pipe, 3/4" to 2";
4. Cast iron or vinyl iron (C-900) water service pipe, larger than 2";
5. Water main pipe of the type originally installed, excluding lead pipe and asbestos-cement pipe;

6. Plastic meter box up to 2" meter;
7. Concrete meter box, where traffic use is specified; and
8. Concrete meter vault per City of Houston specifications for 3" and larger meter.

Section 3.02. Plumbing Material Prohibitions.

A. Prohibited Materials.

The use of the following materials are prohibited for the installation and repair of the District's Water Supply System and for the installation and repair of any private plumbing facilities:

1. any pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains a weighted average of more than 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380); and
2. any solder or flux which contains more than 0.2% lead.

This prohibition may be waived for lead joints that are necessary for repairs to cast iron pipe.

B. Certificate of Compliance.

No new connections to the District's Water Supply System shall be made unless a state licensed plumber first submits in writing to the District a Certificate of Compliance, as set forth in Exhibit "1" attached hereto, specifying that the new connection complies with the plumbing material prohibition contained in Section 3.02(A) hereof. The Certificate of Compliance shall be signed by the licensed plumber and must be submitted to the District's Operator prior to continuous service being supplied. The District shall not accept any Tap Fee that is not accompanied by a Certificate of Compliance.

Section 3.03. Installation.

1. An Application for Service, a copy of which is attached hereto as Exhibit "5," must be filed with the District's Operator. The Customer must pay to the District's Operator all Tap Fees, inspection fees and deposits, as described in the District's Rate Order.
2. All Water Taps to the District's Water Supply System shall be installed only by the District's Operator.
3. The District's Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where appropriate.
4. The District's Operator shall be responsible for all repairs to the Water Taps.

5. After installation of the Water Tap, connection of the Water Service Line shall be made at the expense of the Customer. (Note: This line shall be tested for leaks since all water recorded through the meter will be charged to the Customer).
6. After connection to the District's Water Supply System, the Water Service Line should be thoroughly flushed as to prevent foreign matter from entering the household system.

Section 3.04. Customer Service Inspection Certifications.

A. A Customer Service Inspection Certification, as described in Exhibit "2" attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction, or addition to private plumbing facilities. Prior to the District initiating continuous service, a Customer shall provide a Customer Service Inspection Certification to the District. The Customer Service Inspection Certification may only be performed by those individuals described in Subsection B of this Section 3.04. For Customer Service Inspection Certifications performed by the District's Operator, the Customer must pay the District the Customer Service Inspection Fee prior to the Operator performing the inspection and certification. Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District's Operator and made available, upon request, for Texas Commission on Environmental Quality ("TCEQ") review. Inspection certifications shall be retained for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 3.04 shall constitute a violation of these Rules and Regulations and such violation shall be subject to the enforcement provisions set forth in Article X hereof.

B. Individuals with the following credentials shall be recognized as capable of conducting a Customer Service Inspection Certification:

1. Plumbing Inspectors and Water Supply Protection Specialists licensed by the Texas State Board of Plumbing Examiners; and
2. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold an endorsement granted by the TCEQ or its designated agent.

C. Private plumbing facilities in violation of Article III hereof shall constitute an unacceptable plumbing practice and violation of these Rules and Regulations. If an unacceptable plumbing practice is discovered, the Customer shall eliminate the unacceptable plumbing practice within thirty (30) days from the date of discovery to prevent possible contamination of the District's Water Supply System. The existence of a serious threat to the integrity of the District's Water Supply System shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken, and a Customer Service Inspection Certification confirming correction of unacceptable plumbing practices has been submitted to the District.

- D. The Customer Service Inspection Certification shall certify that:
1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District's Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing regulations.
  2. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System 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 recognized backflow prevention assembly tester.
  3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
  4. No pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains a weighted average of more than 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380) exists in private plumbing facilities installed on or after January 4, 2014.
  5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
  6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

Section 3.05. Prohibited Connections.

A. No water connection from the District's Water Supply System shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.

B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of nonpotable usage over which the District does not have sanitary control, unless the said connection is made in accordance with the requirements of paragraph (A) of this section. Water from such systems cannot be returned to the District's Water Supply System.

C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

Section 3.06. Backflow Prevention Assemblies.

A. Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator believes poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a back flow prevention assembly in accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided or continued to any new connection in the District which requires a backflow prevention assembly, unless the Customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report"), as described in Exhibit "3" attached hereto.

B. Effective January 1, 1996, all backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. The Test Report, as described in Exhibit "3" attached hereto, shall be retained by the District for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against High Health Hazards must also be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Device Tester.

C. Recognized Backflow Prevention Device Testers shall have completed a TCEQ approved course on cross-connection control and backflow prevention and passed an examination administered by the TCEQ or its designated agent. The accredited tester classification shall be broken down into two categories:

1. The "General Tester" is qualified to test and repair backflow prevention assemblies on any domestic, commercial, industrial or irrigation service.
2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

D. Individuals who can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National Exam, prior to the effective date of these regulations, may be recognized as accredited for the term of their current certification (not to exceed three (3) years).

E. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross- Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Device Testers shall have gauges tested for accuracy.

F. A Test Report must be completed by the Recognized Backflow Prevention Assembly Tester for each assembly tested. The signed and dated original must be submitted to the District's Operator for record keeping purposes.

G. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

H. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by a State Approved Plumbing Code.

### Section 3.07. Customer Service Agreements.

A. The District is responsible for protecting its Water Supply System from contamination or pollution which can result from unacceptable plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify Customers of the plumbing restrictions which are in place, each Customer shall be required to sign a Customer Service Agreement, as described in Exhibit "4" attached hereto, before the District will begin service. The District shall charge the Customer a one-time fee of \$10.00 to administer the agreement. 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 a Customer Service Agreement.

The District will maintain a copy of the Customer Service Agreement as long as the Customer and/or the premises is connected to the District.

B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. 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 unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any undesirable plumbing practice on his/her 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.

F. If a Customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate service or properly install,

test, and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the Customer Service Agreement shall be billed to the Customer.

ARTICLE IV.  
SANITARY SEWER CONNECTIONS

Section 4.01. Sanitary Sewer Service Line Installation.

A. Only one Sanitary Sewer Service Line connection to the District's Sanitary Sewer Collection System is permitted for each residence or commercial building. The Sanitary Sewer Service Line shall remain fully within the boundaries of the lot until the line reaches a utility easement or street right-of-way.

B. No opening in the District's Sanitary Sewer Collection System will be allowed to remain overnight or during rain.

C. All Sanitary Sewer Service Lines must be constructed to true alignment and grade. Warped and/or sagging lines will not be permitted. Sanitary Sewer Service Lines must have continuous contact with firm trench bottom throughout their entire run. Lines placed in such manner as to increase the likelihood of being displaced during backfill will be rejected.

D. All Sanitary Sewer Service Lines should be run from wyes or stacks directly to the houses or buildings without meanders or bends.

Section 4.02. Sanitary Sewer Service Line Materials. Only the following types of pipe and fitting materials are approved for constructing Sanitary Sewer Service Lines. Pipe and fittings in each Sanitary Sewer Service Line must consist of the following material or other material approved by the District's Engineer:

1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
3. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 (DR26) and installed according to ASTM D2321.
4. Ductile Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.

Section 4.03. Size and Grade of Sanitary Sewer Service Lines.

A. Minimum Sizes for Sanitary Sewer Service Lines shall be as follows:

1. Residential- - - 4 inches in diameter; and
2. Commercial - - - 6 inches in diameter.

- B. The minimum grades for Sanitary Sewer Service Lines shall be as follows:
1. 4 inch pipe - - - 14 inch drop per hundred feet (1.2%);
  2. 6 inch pipe - - - 8 inch drop per hundred feet (0.7%); and
  3. 8 inch pipe - - - 5.5 inch drop per hundred feet (0.44%).
- C. The maximum grades for Sewer 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%); and
  3. 8 inch pipe - - - one foot drop per hundred feet (1%).

Section 4.04. Connection of Building Sewer Outlet.

- A. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.
- B. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sanitary Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.
- C. Unless an exception is permitted by the District's Operator, existing wye and stack connections must be utilized for connection of a Sanitary Sewer Service Line to the District's Sanitary Sewer Collection System.
- D. Commercial users shall install a sampling well constructed to City of Houston standards and a grease trap with sampling port constructed to City of Houston standards when required by the District's Engineer and Operator.

Section 4.05. Fittings and Cleanouts.

- A. No bends or turns at any point will be greater than forty-five degrees (45°).
- B. Each horizontal Sanitary Sewer Service Line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof in the length of such piping.
- C. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of wye branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
- D. Cleanouts will be made with air-tight mechanical plug.



Section 4.06. Installation of Sewer Taps and Issuance of Permits.

A. Sanitary Sewer Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) any Water Service Line (far side or near side connection). If this is not possible, a cast iron casing over the Water Service Line must be installed by the Customer, which casing will be inspected by the Operator.

B. Excavation for Sewer Taps shall be water tamped in all areas within 5 feet (vertically or horizontally) of any existing sewer lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.

C. All stacks and wyes shall be installed in locations shown on the plans. Stacks and wyes shall be capped and the cap lightly cemented in place.

D. An Application for Service (a copy of which is attached as Exhibit "5") must be filed with the District's Operator prior to construction of any Sanitary Sewer Service Line, and the Tap Fee and/or Sewer Tap Inspection fee as established in the District's most current Rate Order should accompany the application. (Application forms are available from the District's Operator.) Construction of any Sanitary Sewer Service Line must not begin until the design of the Sanitary Sewer Service Line is approved by the District's Engineer and construction is authorized by the District's Operator.

E. When the Sanitary Sewer Service Line is complete, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Sanitary Sewer Service Line. Requests for inspections (or reinspections) shall be made to the District's Operator at least twenty-four (24) hours in advance of the inspection.

F. The Sewer Tap shall be made only under the supervision of the District's Operator by use of an adapter of a type approved by the District's Operator which is compatible with materials being joined. The Sewer Tap shall be watertight. No cement grout materials are permitted.

G. Any damage to the District's facility shall be repaired promptly by the Customer under the direction of the District's Operator. Major damage will be repaired by the District's Operator at the Customer's expense.

H. Backfilling of a Sanitary Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. Backfill material shall be sand or loam free of large lumps or clods. No debris will be permitted in the trench or backfill.

I. During inspection of the Sanitary Sewer Service Line, the District's Operator will examine all District facilities, such as manholes, valves, flush valves, and inlets on and adjacent to the lot. The connection permit will not be granted until any damage to these facilities has been repaired.

J. The District's Operator will complete the Inspection Form (a copy of which is attached as Exhibit "6") and file it for record with the Application.

K. A connection permit will be issued after the Sewer Tap Inspection is performed and the District's Operator confirms that all requirements of these Rules and Regulations have been met.

L. Connection permits which are rejected for any deficiency shall be promptly corrected and a reinspection requested. A reinspection fee as set forth in the District's Rate Order shall be paid at the time the reinspection is requested.

ARTICLE V.  
FEES AND CHARGES

The District's fees and charges shall be as established by its Rate Order.

ARTICLE VI.  
EXCLUDED FLOW AND WASTE

A. No waste material which is not biologically degradable will be permitted to discharge into the District's Sanitary Sewer Collection System, including mud and debris accumulated during service line installation. The Customer should refer to the District's Rate Order and Wastewater Control Order for specific information concerning acceptable discharges into the District's Sanitary Sewer Collection System. The Customer is to be fully responsible for cleaning and jetting lines of any dirt or debris permitted to enter during service construction.

B. No surface runoff water will be permitted to be discharged into the District's Sanitary Sewer Collection System, including but not limited to, downspouts and yard or area drains.

C. Swimming pool and/or spa connections will not be made to the District's Sanitary Sewer Collection System unless specifically approved by the District in writing.

ARTICLE VII.  
PRIVATE WELLS AND ON-SITE SANITARY FACILITIES

The construction of water wells and/or the installation of septic tanks, aerobic systems, or other on-site sanitary facilities is prohibited without prior written approval by the Board of Directors. Said approval, if granted by the Board of Directors, will state the purpose for the construction of a water well and the intended use of the water or the purpose for the construction of the septic tank, aerobic system, or other on-site sanitary facilities and the intended use for said tank, system, or facilities.

Any installation of a private well, septic tank, aerobic system, or other on-site sanitary facilities without prior written approval by the Board of Directors shall be considered to be a violation of the rules of the District, shall be subject to termination of services, and shall be subject to penalties pursuant to Article X of these Rules and Regulations.

ARTICLE VIII.  
AVAILABILITY OF ACCESS/OBSTRUCTIONS

By application for connection to the District's Sanitary Sewer Collection System and/or Water Supply System, the Customer shall be deemed to be granting to the District and its

representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by these Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's Engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

ARTICLE IX.  
PROTECTION OF DISTRICT'S WATER SUPPLY SYSTEM AND  
SANITARY SEWER COLLECTION SYSTEM

A. Damage to the District's Water Supply System or the Sanitary Sewer Collection System by the District's Customers, including developers and builders' plumbers, will be repaired by the District at the Customer's expense.

B. After a water meter has been set or a fire hydrant installed, the Customer shall at all times keep the area in, around and upon such facilities and District easements and property under Customer's control free from rubbish or obstructions of any kind, including shrubbery. Failure to keep such facilities and District easements and property under Customer's control free from rubbish or obstructions of other kind, including shrubbery, shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's Sanitary Sewer Collection System which could cause obstruction of said system. In the event that an inspection by the District's Engineer or Operator reveals foreseeable damage to the District's Sanitary Sewer Collection System resulting from a Customer's failure to prevent obstructions from entering said system, the District reserves the right to remove the obstruction immediately and without notice. Any costs incurred by the District for removal of an obstruction to the District's system, plus a District administration fee of 20% of said costs, shall be assessed to the Customer.

C. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or as a result of willful action injure, deface, or destroy any facilities that are a part of the District's Water Supply System or Sanitary Sewer Collection System, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the local fire department shall have the right to use such flushing valves for fire protection purposes.

D. It shall be unlawful for any person to connect any building to the District's Water Supply System without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful for any person, other than the District's Operator or Engineer, to draw water from the District's Water Supply System (except for

the use of water for firefighting purposes) without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

E. It shall be unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Water Supply System or Sanitary Sewer Collection System any debris or foreign substance that would interfere with the proper and routine functioning thereof.

ARTICLE X.  
ENFORCEMENT OF RULES AND REGULATIONS

Any and all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of these Rules and Regulations:

1. Discontinuance of water service.
2. Disconnection and sealing of sanitary sewer connection.
3. The Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to \$5,000. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the 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 any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.
4. A Customer found in violation of these Rules and Regulations shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
5. A Customer found in violation of these Rules and Regulations who causes or contributes to a violation by the District's Sanitary Sewer Collection System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's Sanitary Sewer Collection System.

ARTICLE XI.  
EFFECTIVE DATE

These Rules and Regulations shall become effective immediately.

EXHIBIT "1"  
TO APPENDIX A

CERTIFICATE OF COMPLIANCE  
WITH  
PROHIBITION ON USE OF SPECIFIED MATERIALS IN CONNECTIONS TO  
MUNICIPAL UTILITY DISTRICT WATER SYSTEM

I, \_\_\_\_\_, a duly licensed plumber in the State of Texas, hereby certify that the connection at \_\_\_\_\_ (the "Connection") complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Amended and Restated Rules and Regulations for Harris County Municipal Utility District No. 102. I further certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
4. No pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains a weighted average of more than 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380) exists in private plumbing facilities installed on or after January 4, 2014.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

These determinations have been made under my direction and supervision. I am aware that there are significant penalties for false certification, including the possibility of fine.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

Texas License No.: \_\_\_\_\_

\_\_\_\_\_  
Date

EXHIBIT "2"  
TO APPENDIX A

Service Inspection Certification

Name of District: \_\_\_\_\_

District I.D. #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

I, \_\_\_\_\_ (name of Inspector), upon inspection of the private plumbing facilities connected to the Water Supply System of \_\_\_\_\_, do hereby certify that, to the best of my knowledge:

		Compliance	Non-Compliance	Certificate of Compliance on File
		<b><u>FOR DISTRICT USE ONLY</u></b>		
(1)	No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<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 District's Water Supply System.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	No pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains a weighted average of more than 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380) exists in private plumbing facilities installed on or after January 4, 2014.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines      Lead       Copper            PVC            Other

Solder              Lead       Lead Free            Solvent Weld       Other

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

NOTE: THIS SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE PLUMBING PRACTICES IN ACCORDANCE WITH SAID DISTRICT'S RULES AND REGULATIONS GOVERNING WATER AND SANITARY SEWER FACILITIES, SERVICE LINES, AND CONNECTIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE AS TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_

Type of Registration: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT "3"  
TO APPENDIX A

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for record keeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of District: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

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

- |                                                     |                                                    |
|-----------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Pressure Vacuum Breaker   |
| <input type="checkbox"/> Double Check Valve         | <input type="checkbox"/> Atmosphere Vacuum Breaker |
| <input type="checkbox"/> Not Needed at this Address |                                                    |

Manufacturer \_\_\_\_\_

Size \_\_\_\_\_

Model Number \_\_\_\_\_

Located at \_\_\_\_\_

Serial Number \_\_\_\_\_

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

The above is certified to be true.

Firm Name: \_\_\_\_\_

Certified Tester: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Cert. Tester No.: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "4"  
TO APPENDIX A

CUSTOMER SERVICE AGREEMENT

SECTION I. PURPOSE. Harris County Municipal Utility District No. 102 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable 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 Customer Service 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 Customer Service Agreement.

SECTION II. PLUMBING RESTRICTIONS. The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the District's Water Supply System 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 District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System 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 District's Water Supply System is permitted.
- D. No pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains a weighted average of more than 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380) 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.

SECTION III. SERVICE AGREEMENT. The following are the terms of this Customer Service Agreement between Harris County Municipal Utility District No. 102 (the "District") and \_\_\_\_\_ (the "Customer"):

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections

shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. 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 unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her 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.

**SECTION 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.

NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S OPERATOR IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE SOLE PURPOSE OF DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING PRACTICES. THE DISTRICT OR THE DISTRICT'S OPERATOR MAKES NO REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.

Customer's  
Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

EXHIBIT "5"  
TO APPENDIX A

APPLICATION FOR SERVICE  
(Please print or type)

Duplicate to  
(address)

\_\_\_\_\_  
(Subdivision and Section)

\_\_\_\_\_  
(Name of Applicant)      \_\_\_\_\_ (Lot)      \_\_\_\_\_ (Block)

\_\_\_\_\_  
(Street Address)      \_\_\_\_\_ (Street Address)

\_\_\_\_\_  
(Phone)      \_\_\_\_\_ (City)      \_\_\_\_\_ (State)      \_\_\_\_\_ (Zip)

Installation to be performed by: \_\_\_\_\_  
(Plumber or Sub-contractor) (Phone)

Type of pipe material to be used: PVC\_\_\_\_\_, ABS\_\_\_\_\_, VC\_\_\_\_\_, CI\_\_\_\_\_

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_  
(Signature)

Applicant to draw sketch of house layout and proposed location of water and sewer service line:

\_\_\_\_\_  
For District Use Only

Date Application Received: \_\_\_\_\_

Date Construction Authorized: \_\_\_\_\_

Connection Information: \_\_\_\_\_

WYE Location \_\_\_\_\_

Stack Location \_\_\_\_\_

Manhole Location \_\_\_\_\_

Date of Inspection 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Date Permit Granted \_\_\_\_\_

Approved by \_\_\_\_\_ District Representative

EXHIBIT "6"  
TO APPENDIX A

INSPECTION FORM  
SANITARY SEWER SERVICE

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Street Address \_\_\_\_\_

Inspection Requested By: \_\_\_\_\_ Date \_\_\_\_\_

Date Tap to Be Made \_\_\_\_\_

Results of Inspection Made on \_\_\_\_\_ at \_\_\_\_\_ AM  
PM

Pipe Material: Size \_\_\_\_\_ PVC (D3034) \_\_\_\_\_ ABS(D2751) \_\_\_\_\_

Tap to: Wye \_\_\_\_\_ Stack \_\_\_\_\_

Cleanout: House \_\_\_\_\_ and \_\_\_\_\_

INSTALLATION

	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Directness to Wye	_____	_____
Slope	_____	_____
Full Contact w/bedding	_____	_____
Connection w/Main	_____	_____
Condition of Other District	_____	_____
Facilities on Lot	_____	_____

Connection Permit is approved (not approved).

Water service to Lot is approved (not approved).

This service reinspected on \_\_\_\_\_. (See Attached new report).

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Copy to:

Applicant \_\_\_\_\_ By: \_\_\_\_\_

District Inspector

Manager \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative  
of Applicant

APPENDIX B

WATER CONSERVATION, DROUGHT, AND EMERGENCY CONTINGENCY PLAN; PROVIDING FOR IMPLEMENTATION AND ENFORCEMENT THEREOF; PROVIDING PENALTIES FOR VIOLATIONS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Southeast Texas suffers from time to time from a severe shortage of rainfall; and

WHEREAS, such shortage of rainfall can result in decreased supplies of potable water; and

WHEREAS, the Board of Directors (the "Board") of Harris County Municipal Utility District No. 102 of Harris County, Texas (the "District"), has carefully considered the situation and has determined that the adoption of this Water Conservation, Drought, and Emergency Contingency Plan (the "Plan") by the District is necessary to ensure that adequate supplies of water exist to meet the needs of customers of the District; and

WHEREAS, the Board of Directors also desires to provide in the Plan for the possibility of a natural disaster or an equipment failure; and

WHEREAS, the Board of Directors desires to evidence its approval of this Plan and to adopt such Plan as the official policy of the District; NOW THEREFORE,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102 THAT:

Section 1: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the District by means of holding public hearings during regular meetings of the Board of Directors of the District during preparation of the Plan.

Section 2: Coordination with Regional Water Planning Groups / Implementation of West Harris County Regional Water Authority Drought Contingency Plan

The service area of the District is located within Regional Water Planning Area H ("Region H") under the Texas Water Plan, and the District will provide a copy of this Plan to Region H.

The District lies within the jurisdiction of the West Harris County Regional Water Authority (the "Authority") and is subject to various Authority rules and regulations. The Authority has adopted a Drought Contingency Plan (the "Authority's Plan"), certain provisions of which apply to the District. Where there is a conflict between the District's Plan and the Authority's Plan, the District will comply with the provisions of the Authority's Plan to the extent of the conflict.

### Section 3: Authorization

The Board of Directors of the District, with the District's Operator is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Operator shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

### Section 4: The Water Conservation Plan.

A. Education and Information. The District hereby institutes an educational program to promote water conservation by the general public which may include any of the following:

1. Publications of articles in a newspaper or newsletter of general circulation in the District's service area, providing information regarding water conservation; and
2. Direct distributions to all District residents and other users of water within the District ("Customers") explaining the Plan; and
3. Direct distributions to Customers of educational and informational material regarding water conservation; and
4. Additional educational activities consisting of (i) publishing an article or articles in a local newspaper or newsletter of general circulation in the District's service area, providing tips or information about saving techniques, or (ii) conducting an information school program in a school attended by students within the District's service area, or (iii) conducting an educational program for Customers at a public place within or accessible to residents of the District, or (iv) conducting or engaging in such other informational or educational activity designed to further water conservation, as, in the discretion of the Board of Directors, may be consistent with the purposes and policies of this Plan, or (v) any combination of the foregoing.

B. Retrofit Educational Program. The District shall make information regarding water conservation available to Customers to use when purchasing and installing various plumbing fixtures, lawn watering equipment, and other water-using appliances.

### Section 5: The Drought Contingency Plan.

A. Standard Practice – Voluntary Water Conservation: In accordance with good water conservation practices, the District hereby adopts the voluntary measures described in Exhibit 1 as the standard policy to be followed by all District customers at all times. The District shall mail a copy of the notice in Exhibit 1 to the District's customers twice per year, once in March and once in September, as a reminder of the voluntary measures to be followed.

B. Current Well Capacity. The triggers for implementation of the Plan shall be based on the then current capacity of the District's operating wells.

C. Trigger Conditions. For the purpose of this Plan, the District hereby adopts the trigger conditions (the "Trigger Conditions") set forth below:

1. Moderate Drought. This condition (herein, "Moderate Drought Conditions") exists when demand on the District's water supply system reaches or exceeds sixty-five percent (65%) of the then current capacity of the District's operating wells for three (3) consecutive days, as determined by the District's Operator.

2. Severe Drought. This condition (herein, "Severe Drought Conditions") exists when demand on the District's water supply system reaches or exceeds seventy-five percent (75%) of the then current capacity of the District's operating wells for three (3) consecutive days, as determined by the District's Operator.

3. Critical Drought. This condition (herein, "Critical Drought Conditions") exists when demand on the District's water supply system reaches or exceeds eighty-five percent (85%) of the then current capacity of the District's operating wells for three (3) consecutive days, as determined by the District's Operator.

D. Notice. When one of the Trigger Conditions in Sections 5.C.1, 2, or 3 above has occurred, Customers will be notified that such Trigger Condition has occurred and be informed of the Drought Response Measures (as defined below) to be taken. The process for notifying Customers may include any of the following:

1. Mailing, at least forty-eight (48) hours prior to the commencement of the required Drought Response Measures, a written notice to each Customer, such as the notices in the forms attached hereto as Exhibits 2, 3, and 4;
2. Posting of signs at the entrances to the District;
3. Posting of notices at public places in the District;
4. Disseminating press releases to the local news media.

Any notice issued shall contain (i) the date the Drought Response Measures will begin; (ii) the date the Drought Response Measures will terminate, if known; (iii) a list of Drought Response Measures to be implemented; and (iv) an explanation of penalties for violations of such Drought Response Measures. A notice such as that attached hereto as Exhibit 5 may be used to notify customers of the end of Drought Response Measures.

E. Emergency Management Program/Best Management Practices. The District hereby establishes and adopts the following measures ("Drought Response Measures") for the respective Trigger Conditions. The Drought Response Measure related to each Trigger Condition shall automatically become effective and shall be implemented by the District when such Trigger Condition occurs.

1. Moderate Drought. In the event of Moderate Drought Conditions, the following Drought Response Measures shall be taken:
  - a. Customers will be asked to reduce indoor water use voluntarily and will be informed of specific steps that can be taken to reduce water use.
  - b. All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows:



- (1) Only Customers with even-numbered addresses may use water outdoors on Wednesdays and Sundays and only Customers with odd-numbered addresses may use water outdoors on Tuesdays and Saturdays. In the event no street address exists, only users living on the north and west side of a street may use water outdoors on Wednesdays and Sundays and only Customers on the south and east side of a street may use water outdoors on Tuesdays and Saturdays. No outdoor water use will be allowed on Mondays.
  - (2) Outdoor water use shall be prohibited between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 10:00 p.m.
  - (3) Those responsible for watering common areas such as green belts, esplanades and sports fields are limited to irrigation of these areas to Mondays and Fridays.
- c. Goal: Achieve a 16 percent reduction in daily water demand.
2. Severe Drought. In the event of Severe Drought Conditions, the following Drought Response Measures shall be taken:
  - a. The Drought Response Measures established for Moderate Drought Conditions shall continue to be implemented.\
  - b. All outdoor water use, including, but not limited to, lawn and garden watering, car washing, and window washing, must be conducted with a hand-held hose with a manual on-off nozzle.
  - c. The District shall recommend that the following public water uses not essential for public health and safety be curtailed:
    - (1) Street washing;
    - (2) Fire hydrant flushing; and
    - (3) Filling of swimming pools.
  - d. Goal: Achieve a 25 percent reduction in daily water demand.
3. Critical Drought. In the event of Critical Drought Conditions, the following Drought Response Measures shall be taken:
  - a. The Drought Response Measures established for Moderate Drought Conditions and Severe Drought Conditions shall continue to be implemented.
  - b. All outdoor use of water, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be prohibited.
  - c. A surcharge equal to 200% of the applicable rate for all water used in excess of 10,000 gallons/month shall be imposed on all Customers.

- d. The Board of the District may prohibit water use by certain industrial or commercial Customers which uses are not essential to the health and safety of the community so that remaining water is available for essential health and safety related uses.
- e. Goal: Achieve a 30 percent or greater reduction in daily water demand.

F. Termination of Trigger Conditions Notification. When a Trigger Condition occurs, the District shall enforce the drought Response Measures applicable to such Trigger Condition for a minimum of five (5) days after the last day the demand on the District's water supply facilities reaches or exceeds the limits of such Trigger Condition. After such five (5) day period, the Drought Response Measures prescribed may, in the discretion of the Board, be continued for an additional five (5) day period. After the expiration of ten (10) days, and assuming no other Trigger Conditions have occurred, the Drought Response Measures prescribed shall terminate and the District shall cease implementation and enforcement of such measures. The District will notify Customers of the termination of the particular Drought Response Measures and may utilize the same manner of notification used to inform Customers of the occurrence of the Trigger Condition and implementation of the Drought Response Measures (see Exhibit 5).

Section 6: Emergency Contingency Plan. In the event of a fire, flood, hurricane, lightning strike, tornado, windstorm, or any other act of God, riot, terrorist act, or any other act of civil disobedience, or any other similar occurrence which results in the inability of the District to provide potable water to Customers (or the likelihood thereof), the Board, in its discretion, may, without prior notice, invoke all or any of the Drought Response Measures set forth in this Plan as "Emergency Response Measures." The Board may establish any of the penalties set forth in Section 8 for violations of the Emergency Response Measures.

Section 7: Implementation. Without limitation to specific actions in this Plan to be taken by the District's Operator, the District's Operator will administer and enforce this Plan and will oversee and be responsible for the execution and implementation of all elements of this Plan (or, if the District employs its own peace officers pursuant to Texas Water Code Section 49.216, such peace officers will be responsible for enforcement of this Plan). The Operator shall keep adequate records for plan verification. The District's Operator shall report to the Board of the District, at meetings of the Board, regarding actions taken and which need to be taken under this Plan. Without limiting the foregoing, the District's Operator shall advise the President of the Board (or if the President is unavailable to receive notification, another member of the Board) as soon as reasonably practicable when a particular Trigger Condition has been reached under this Plan and when a particular drought condition no longer exists.

Section 8: Penalties. The following penalties shall apply to anyone violating the terms of this Plan or the Drought Response Measures or Emergency Response Measures adopted pursuant hereto:

A. First Violation. Any person or entity who violates this Plan shall receive written notification of such violation, which notice shall set forth (i) the date of the violation, (ii) the nature of the violation, (iii) the Drought Response Measures then in effect, and (iv) the penalties applicable for any further violations of this Plan; provided, however, that if such person or entity has ever previously violated this Plan, the penalties set forth below may, in the discretion of the Board, be imposed. The letters attached as Exhibit 6 or Exhibit 7 may be used for the written notification, depending on whether the violation is a first or second violation.

B. Subsequent Violations.

1. Disconnection for Noncompliance. If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then in addition to any other remedies, penalties, sanctions, and enforcement procedures provided for herein, the District shall have the right to terminate water service to such person or entity after notice and any other procedural requirements in the District's Rate Order are satisfied.
2. Monetary Penalties for Noncompliance. If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then, in addition to disconnection as provided in this Section, the Board of the District, after providing required notice, may impose a penalty of up to \$5,000.00 for each violation of this Plan. Each day that a breach of any provision of this Plan continues shall be considered a separate violation. This penalty shall be in addition to any other legal rights and remedies of the District as may be allowed by law. The letter attached as Exhibit 7 hereto should be used to provide the required notice.

Section 9: Remedies Cumulative. All rights, remedies, sanctions, penalties, and enforcement procedures provided for in this Plan are cumulative. In addition, the District shall have and may exercise and enforce any and all rights and remedies provided by law or in equity.

Section 10: Variances

The Operator may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- B. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the District within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Board of Directors of the District and shall include the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.

5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
8. Other pertinent information.

Variances granted by the District shall include the following provisions, unless waived or modified by the Board of Directors of the District:

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

EXHIBIT 1  
TO APPENDIX B

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
(Date)

Dear Customer:

Due to limitations on readily available water supplies, the Board of Directors of Harris County Municipal Utility District No. 102 hereby requests that you adhere at all times to the voluntary water conservation measures described below. In accordance with the District's Water Conservation, Drought, and Emergency Contingency Plan, you are asked to reduce indoor and outdoor water use.

Please observe the following guidelines for restricting outdoor water use, including, but not limited to, lawn and garden watering, car washing, and window washing:

- (1) Only Customers with even-numbered addresses should use water outdoors on Wednesdays and Sundays, and only Customers with odd-numbered addresses should use water outdoors on Tuesdays and Saturdays. In the event no street address exists, only users living on the north and west side of a street should use water outdoors on Wednesdays and Sundays and only Customers on the south and east side of a street should use water outdoors on Tuesdays and Saturdays. No water should be used outdoors by any District customer on Mondays.
- (2) Water should not be used outdoors between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 10:00 p.m.
- (3) Those responsible for watering common areas such as green belts, esplanades and sports fields should limit irrigation of these areas to Mondays and Fridays.

The Board of Directors appreciates your cooperation and perseverance in helping us to conserve this most valuable resource.

Very truly yours,

\_\_\_\_\_  
Board of Directors

EXHIBIT 2  
TO APPENDIX B  
(Moderate Drought Conditions)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
(Date)

Dear Customer:

Due to the hot and dry weather conditions, the water supply system of Harris County Municipal Utility District No. 102 cannot continue to provide water at the customary levels or pressures. In accordance with the Water Conservation, Drought, and Emergency Contingency Plan (the "Plan"), you are hereby notified that mandatory Water Use Restrictions are now in effect. You are asked to reduce indoor water use, and the following restrictions on outdoor water use are in effect:

All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows:

- (1) Only Customers with even-numbered addresses may use water outdoors on Wednesdays and Sundays and only Customers with odd-numbered addresses may use water outdoors on Tuesdays and Saturdays. In the event no street address exists, only users living on the north and west side of a street may use water outdoors on Wednesdays and Sundays and only Customers on the south and east side of a street may use water outdoors on Tuesdays and Saturdays. No outdoor water use will be allowed on Mondays.
- (2) Outdoor water use shall be prohibited between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 10:00 p.m.
- (3) Those responsible for watering common areas such as green belts, esplanades and sports fields are limited to irrigation of these areas to Mondays and Fridays.
- (4) Failure to comply with these mandatory Water Use Restrictions is deemed a violation of the Plan and will result in the termination of water service to your property. Water service will not be restored until non-compliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Condition. Once the Drought Condition ends, we will notify you and you may then return to normal usage.

Very truly yours,

\_\_\_\_\_  
Board of Directors

EXHIBIT 3  
TO APPENDIX B  
(Severe Drought Conditions)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
(Date)

Dear Customer:

Due to the hot and dry weather conditions, the water supply system of Harris County Municipal Utility District No. 102 cannot continue to provide water at the customary levels or pressures. In accordance with the Water Conservation, Drought, and Emergency Contingency Plan (the "Plan"), you are hereby notified that mandatory Water Use Restrictions are now in effect. You are asked to reduce indoor water use, and the following restrictions on outdoor water use are in effect:

All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows and **must be done with a hand-held hose with a manual on-off nozzle**:

- (1) Only Customers with even-numbered addresses may use water outdoors on Wednesdays and Sundays and only Customers with odd-numbered addresses may use water outdoors on Tuesdays and Saturdays. In the event no street address exists, only users living on the north and west side of a street may use water outdoors on Wednesdays and Sundays and only Customers on the south and east side of a street may use water outdoors on Tuesdays and Saturdays. No outdoor water use will be allowed on Mondays.
- (2) Outdoor water use shall be prohibited between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 10:00 p.m.
- (3) Those responsible for watering common areas such as green belts, esplanades and sports fields are limited to irrigation of these areas to Mondays and Fridays.

Failure to comply with these mandatory Water Use Restrictions is deemed a violation of the Plan and will result in the termination of water service to your property. Water service will not be restored until non-compliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Condition. Once the Drought Condition ends, we will notify you and you may then return to normal usage.

Very truly yours,

\_\_\_\_\_  
Board of Directors

EXHIBIT 4  
TO APPENDIX B  
(Critical Drought Conditions)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
(Date)

Dear Customer:

Due to the hot and dry weather conditions, the water supply system of Harris County Municipal Utility District No. 102 cannot continue to provide water at the customary levels or pressures. In accordance with the Water Conservation, Drought, and Emergency Contingency Plan (the "Plan"), you are hereby notified that mandatory Water Use Restrictions are now in effect. You are asked to reduce indoor water use, and the following restrictions on outdoor water use are in effect:

1. All outdoor use of water, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be prohibited.
2. A surcharge equal to 200% of the applicable rate for all water used in excess of 10,000 gallons/month shall be imposed on all Customers.

Failure to comply with these mandatory Water Use Restrictions is deemed a violation of the Plan and will result in the termination of water service to your property. Water service will not be restored until non-compliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Condition. Once the Drought Condition ends, we will notify you and you may then return to normal usage.

Sincerely,

\_\_\_\_\_  
Board of Directors



EXHIBIT 5  
TO APPENDIX B

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

---

(Date)

Dear Customer:

The Drought Condition or Emergency Condition has ended. You may return to normal water usage. The Board of Directors of Harris County Municipal Utility District No. 102 appreciates your cooperation and perseverance during this period.

Very truly yours,

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Board of Directors

EXHIBIT 6  
TO APPENDIX B

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

CITATION

\_\_\_\_\_

(Date)

Dear Customer:

You are hereby notified that you are violating the Water Use Restrictions of HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO 102.

You have been observed:

\_\_\_\_\_  
\_\_\_\_\_

Attached is a copy of the letter we sent you regarding drought conditions and the restrictions imposed.

Unless the use of water in a prohibited manner is ceased immediately, water service to your property will be terminated, and service will be only restored upon payment of a \$100 reconnect fee.

Sincerely,

\_\_\_\_\_  
Board of Directors

EXHIBIT 7  
TO APPENDIX B

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102  
OF  
HARRIS COUNTY, TEXAS

CITATION

\_\_\_\_\_  
(Date)

Dear Customer:

On \_\_\_\_\_, you were notified that you are violating the Water Use Restrictions of Harris County Municipal Utility District No. 102. This second violation has resulted in the termination of water service to your property. Service will be restored upon discontinuation of the prohibited use and upon payment of \$100 reconnect fee. To have service restored you should contact the operator of Harris County Municipal Utility District No. 102 at \_\_\_\_\_.

If you violate any provision of the District's Water Use Restrictions more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then, in addition to disconnection, the Board of the District may impose a penalty of up to \$5,000.00 for each violation. Each day that a breach of any provision of the District's Water Use Restrictions continues shall be considered a separate violation. This penalty shall be in addition to any other legal rights and remedies of the District as may be allowed by law.

Sincerely,

\_\_\_\_\_  
Board of Directors

APPENDIX C

WASTEWATER CONTROL ORDER

THE STATE OF TEXAS

COUNTY OF HARRIS

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102

§  
§  
§  
§  
§

I.  
PURPOSE

This Wastewater Control Order set forth below is to govern all connections made to the sanitary sewer collection system within the District.

II.  
DEFINITIONS

Definitions from the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Water Conservation, Drought, and Emergency Contingency Plan; Establishing a Wastewater Control Order; Establishing Certain Other Policies; and Providing Penalties for Violation Thereof are incorporated herein by reference. Unless the context requires otherwise, the terms and phrases used herein shall have meanings as follows:

1. The term "amenable to treatment" shall mean susceptible to reduction in concentration by Treatment routinely provided in the District's wastewater treatment plant, to a level which is in compliance with federal and state effluent limitations for discharges into the waters of the State of Texas.

2. The term "B.O.D." (Biochemical Oxygen Demand) means the quantity of oxygen by weight expressed in milligrams per liter ("mg/l") utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty (20) degrees centigrade as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the Texas Commission on Environmental Quality (the "TCEQ").

3. The term "Control Manhole" or "Control Point" means a manhole, sample well or other facility which provides access to a Customer's Sanitary Sewer Collection System and is located at a point before the Waste discharges in the Waste Disposal System.

4. The term "C.O.D." (Chemical Oxygen Demand) means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the TCEQ.

5. The term "Commercial Waste" means the liquid and water-carried waste resulting from any process of industry, manufacturing, trade, business, or commercial enterprise, or any other process resulting in the discharge of waste other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.

6. The term "Commercial Waste Charge" means the charge made to persons who discharge or are responsible for the discharge of non-residential waste into the Waste Disposal System which discharge is amenable to treatment but which exceeds the concentration levels of normal domestic wastewater.

7. The term "Customer" means any person who is served by the wastewater collection and treatment system of the District (the "Waste Disposal System").

8. The term "Customer's Sanitary Sewer Collection System" means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by Customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, and all other plants, works, and equipment for the collection and transportation of waste to the District's Waste Disposal System.

9. The term "daily composite" means the composite of all samples of a Customer's wastewater that may be taken in any 24-hour period selected by the District. A daily composite shall be prepared from not less than three (3) grab samples collected no closer together than one (1) hour per sample.

10. The term "discharge" includes the terms deposit, conduct, drain, emit, throw, run, seep, or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.

11. The term "grab sample" means an individual sample collected in less than 15 minutes.

12. The term "grease" means fats, waxes, oils, and other similar volatile material and waste which are extracted by procedures specified in the latest edition of Standard Methods, or such other manuals as the District may adopt from time to time in accordance with the latest rules of the TCEQ.

13. The term "infiltration water" means water which leaks into the District's Waste Disposal System or its customers' sanitary sewer collection systems.

14. The term "interference" means the inhibition or disruption of the Waste Disposal System treatment process or operations which causes or contributes to causing a violation of the District's NPDES Permit or its permit issued by the Texas Commission on Environmental Quality.

15. The term "mg/l" means milligrams per liter.

16. The term "monthly average" means, at the option of the District, either (i) the arithmetic average of all grab samples taken during a calendar month or (ii) the arithmetic average of all daily composite samples taken during a calendar month.

17. The term "normal domestic wastewater" means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a Customer's sanitary sewer collection system in which the average concentration of total suspended solids is not more than 200 mg/l, B.O.D. is not more than 200 mg/l, and NH<sub>3</sub>-N is not more than 35 mg/l.

18. The term "overload" means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designated hydraulic capacity, its installed rated capacity, or its organic loading capacity.

19. The term "person" means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or of the United States of America; any incorporated city, town, or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate, or any other entity whatsoever.

20. The term "pH" means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in molecules per liter of solution.

21. The term "Pollutant" means any dredged spoil, solid waste, incinerator residue, waste, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

22. The term "pretreatment" means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of the Pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Waste Disposal System.

23. The term "properly shredded garbage" means solid waste from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.

24. The term "slug" means any discharge of water which in the concentration of any given constituent or in the quantity of the flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.

25. The term "Standard Methods" means the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, the America Water Works Association, and the Water Pollution Control Federation.

26. The term "storm sewer" means sewers which carry storm and surface waters and drainage and into which waste is not intentionally discharged.

27. The term "suspended solids" means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.

28. The term "trap" means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes, or other substances which may be harmful to either the Waste Disposal System or its treatment processes.

29. The term "waste" means normal domestic wastewater and commercial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.

30. The term "Waste Disposal System" means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating, and disposing of waste collected by the sanitary sewer collection systems of the District's customers, together with such extensions, enlargements, and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

31. The term "wastewater service charge" means the charge to all users of the District's Waste Disposal System whose wastes do not exceed the concentrations established herein as representative of normal domestic wastewater.

### III. PROHIBITED DISCHARGE

#### A. DISCHARGES INJURING OR INTERFERING WITH WASTE DISPOSAL SYSTEM

All waste discharged into the Waste Disposal System shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time. No person may discharge into the Waste Disposal System any waste which by itself or by interaction with any other waste may (i) injure or interfere with the process or physical properties or facilities of the Waste Disposal System, (ii) constitute a hazard to humans or animals, and (iii) create a hazard in the receiving waters of the effluent of the Waste Disposal System. No person shall discharge any of the following substances into the Waste Disposal System:

1. Any inflows or infiltration, including but not limited to, storm water, groundwater, roof runoff, sub-surface drainage, noncontact cooling water, or from sources such as downspouts, yard drains, pool drains, yard fountains or ponds, or lawn sprinklers.

2. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Waste Disposal System or to the operation of the Waste Disposal System. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has identified or hereafter identifies as a fire hazard or a hazard to the system.

3. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Waste Disposal System including, but not limited to, garbage (other than properly shredded garbage) containing particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, lettuce, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grindings or polishing wastes.

4. Any wastewater having a pH less than 6.0 or higher than 9.0, as determined from the average of at least four (4) grab samples taken at least one hour apart and measured instantaneously, or having a pH lower than 5.0 or higher than 10.0 for any single grab sample, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Waste Disposal System.

5. Any wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, which constitute a hazard to humans or animals, which create a toxic effect in the receiving waters of the wastewater facilities, or which exceed the limitation set forth in a National Categorical Pretreatment Standard.

6. Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant or result in the interference with the operations of such facility, but in no case wastewater with a temperature at the designated control point or sample well which exceeds 65°C (150°F) or which causes the temperature of waste at the entrance to the wastewater treatment plant to exceed 40°C (104°F). In addition, no wastewater with such a temperature that will cause the temperature of wastewater at the entrance to the wastewater treatment plant to rise more than 10°F per hour.

7. Any Pollutants, including oxygen demanding Pollutants released at a flow rate and/or Pollutant concentration which will cause interference to the Waste Disposal System. No slug discharges are allowed.

8. A volume of flow which will cause the influent flow to the Waste Disposal System to exceed 1.5 times the average dry weather flow rate for a period longer than one hour. The design and installation of surge basins shall be subject to the review and approval of the District and to the requirements of all applicable laws.

9. Waste containing B.O.D. or suspended solids in excess of 200 mg/l, or ammonia in excess of 35 mg/l, based on a grab sample, unless a variance is first obtained from the District. B.O.D. or suspended solids in monthly average concentrations above 200 mg/l, and ammonia in a monthly concentration above 35 mg/l, shall be subject to payment of Commercial Waste Charges pursuant to Section VIII herein.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D., or chlorine demands in excess of the ability of the Waste Disposal



System to treat adequately and dispose of such waste in compliance with applicable regulatory requirements.

**B. CHEMICAL DISCHARGES**

The following chemicals shall not be admissible into the Waste Disposal System:

1. Cyanide or cyanogen compounds capable of liberating hydrocyanic gas upon acidification when present in concentrations in excess of 0.5 mg/l by weight as cyanide (CN);
2. Fluorides other than those contained in the local public water supply for the area which is the source of the discharge;
3. Gasoline, cleaning solvents, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases;
4. Substances causing C.O.D. in excess of 500 mg/1 for any daily composite sample or 1,000 mg/1 for any grab sample;
5. Acids or alkalis having pH values lower than 6.0 or higher than 9.0, iron pickling wastes, or concentrated plating solutions whether neutralized or not;
6. Grease, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (0 degrees and 65 degrees Centigrade) or which exceeds on analysis an average of 100 mg/1 of soluble matter;
7. Dissolved sulfides whose concentrations exceed 30 mg/1;
8. Radioactive materials or isotopes of such half-life or concentrations which will permit a transient concentration higher than the maximum allowable as specified by the governing standards of all local, State and federal regulatory authorities;
9. Any other corrosive, explosive, malodorous, or objectionable chemicals in liquid, solid, or gaseous form.

**C. HEAVY METALS AND TOXIC MATERIALS**

The following metals and toxic materials shall not be admissible into the District's Waste Disposal System:

1. Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the wastewater treatment plant exceeds the limits established from time to time by the District for such materials.
2. Obnoxious, toxic, or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of this Part III hereof.

3. Any substance having corrosive properties capable of causing damage or hazard to structures, equipment, or personnel operating the Waste Disposal System.

4. All waste or other substances containing phenols, hydrogen sulfide, or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements.

5. Antimony, beryllium, bismuth, boron, cobalt, molybdenum, tin, uranyl ion, uranium, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited by the District.

6. The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:

Not to Exceed (mg/l)

<u>Metal</u>	<u>Monthly Average</u>	<u>Daily Composite</u>	<u>Grab Sample</u>
Arsenic	1.000	1.500	3.000
Barium	5.000	7.500	15.000
Cadmium	0.083	0.125	0.250
Chromium	5.000	7.500	15.000
Copper	0.600	0.900	1.800
Lead	0.400	0.600	1.200
Manganese	2.000	3.000	6.000
Mercury	0.0005	0.0010	0.002
Nickel	5.000	7.500	15.000
Selenium	0.467	0.700	1.400
Silver	0.050	0.050	0.100
Zinc	2.000	3.000	6.000

7. Any other heavy metals or toxic materials except upon the conditions of pretreatment, concentration, volumes, and other applicable standards prescribed by the District or by applicable statutes, laws, rules, or regulations.

D. SOLID WASTE

No person may discharge solid waste into the Waste Disposal System unless it is properly shredded garbage. The District may review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower (0.76 H.P. metric) or greater.

IV.  
MINIMUM PRELIMINARY TREATMENT CRITERIA  
FOR COMMERCIAL WASTE

It is not the intent of this Wastewater Control Order to cover all the possibilities for types of businesses that could potentially discharge wastes that can be adverse to the Waste

Disposal System. However, the common commercial enterprises found in the vicinity of residential neighborhoods have been considered.

1. Gasoline Sales/Car Repair. All floor drains in shop areas shall include a combination mud and grease trap similar to City of Houston Dwg. 359-S-1. All flows into these drains should subsequently be treated in a specially designed oil separator with positive means for oil and grease removal. A 48-hour detention grease trap (minimum 1,500 gallons) or a corrugated plate pack separator will provide such treatment. No drainage shall be pumped with a centrifugal pump prior to oil and grease separation. The traps shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

2. Car Wash Facilities. All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems and install a mud/grease trap for each drain followed by 96-hour detention gravity grease separation (minimum 1,500 gallons) or a corrugated plate pack separator. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains to include a mud and grease trap similar to City of Houston Dwg. 359-S-1. All flows into these drains should subsequently be treated in a specifically designed oil separator with positive means for oil and grease removal. Traps shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater. A ground water monitoring well must also be installed.

3. Food Service/Grocery Stores. Restaurants, meat markets, grocery stores, and other establishments dealing with the sale of unprocessed or cooked foods shall be prohibited from using garbage grinders, shall require grease traps (minimum 1,500 gallons), shall install an inspection manhole for sampling, and shall insure that scrap food and grease are collected in sealed containers and hauled away for reprocessing. Grease traps shall be cleaned a minimum of once a month.

4. Printing and Photoprocessing. Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. All printing and photoprocessing chemicals shall be collected in sealed containers and hauled away for reprocessing.

5. Laundry/Dry Cleaning. Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint trap system equivalent to two City of Houston Dwg. 533-S units in series, providing a minimum of 3,000 gallons of capacity. Cleaning of the lint trap is required at least once a month.

6. Landscaping/Nurseries. Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms.

7. Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement. Where the operation of a person, firm, or corporation entails the discharge of water or wastes containing toxic or poisonous substances, a written statement setting forth the nature of the operation contemplated or presently carried on shall be filed with the District. The statement shall specify the amount of water that will be used and its source, the proposed point of discharge of wastes into the Waste Disposal System of the District, and the estimated amount to be discharged; the statement shall include a laboratory statement setting forth the expected bacterial, physical, chemical, and other known characteristics of said wastes. Within thirty (30) days from receipt of such statement, the District shall issue an order stating minimum restrictions necessary in the judgement of the District's Engineer to protect the District's systems.

Where pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating conditions.

APPENDIX D  
POLICIES AND PROCEDURES  
RELATED TO  
APPLICATIONS FOR WATER AND SEWER SERVICE,  
ANNEXATIONS, UTILITY COMMITMENTS AND OTHER REQUESTS

The policies and procedures set forth below supplement the provisions set forth in the District's Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections regarding applications for service.

Any person requesting water or sewer service or other information from the District or its consultants must follow the policies and procedures set forth below.

The Application attached hereto as Exhibit 1, along with a deposit in the amount set forth below made payable to the District, should be completed and submitted to the District's engineer or the District's attorney. The deposit applicable to each type of request is as follows:

- |    |                              |                                      |
|----|------------------------------|--------------------------------------|
| 1. | Annexation Requests:         | \$17,500                             |
| 2. | Utility Commitment Requests: | \$500<br>(generally nonrefundable)   |
| 3. | All Other Requests:          | Amount to be determined by the Board |

Upon receipt of the attached Application and the deposit, the engineer or attorney shall present the request to the Board of Directors of the District and obtain authorization for the District's consultants to begin the evaluation of the request. The Applicant will be notified of the time and place of the District's meeting at which the request will be discussed. The Applicant's attendance at the Board meeting is required to answer questions.

The deposit will be used to cover the expenses incurred by the District for the preliminary evaluation of the request by the consultants. The Board of Directors reserves the right to request additional deposit monies from the Applicant should the initial deposit not be sufficient to cover anticipated consultant costs during the review. If additional monies are not produced when requested, then all review work will be stopped and the application will become null and void upon ten (10) days written notice to the Applicant. Upon completion of the review by the District, any remaining portion of the deposit will be returned to the Applicant, except as otherwise provided in the utility commitment or other formal agreement issued by the Board.

Other pertinent facts and information the Applicant must be willing to agree to are listed below:

The Board of Directors has adopted the following policies for the purpose of providing water and sewer service for growth and development within the District in a uniform and nondiscriminatory manner. These policies and procedures shall apply uniformly throughout the District for any new or additional development:

1. Any party requesting service from the District shall be required to submit an Application to the Board of Directors for consideration. The Application shall be signed by the owner of the property for which service is requested.
2. Utility commitments shall not be issued on a long-term basis (i.e., generally no more than two (2) years).
3. Applications are non-transferrable, provided, however, that prospective buyers may jointly apply for service with the owner of the property.
4. Applications shall not be considered for property with delinquent taxes, standby fees, or other fees owed to the District.
5. No construction will begin on any improvements covered under a utility commitment or other formal agreement signed by the Board until the Applicant's construction drawings have been reviewed and approved by the engineer for the District.
6. No construction may begin on any improvements until all fees required by the District have been paid.
7. All conditions set forth in a utility commitment, including construction of above-ground improvements, must be satisfied prior to the expiration date contained in the commitment. If any conditions are not satisfied prior to the expiration of the commitment, the full amount of the deposit shall belong to the District.
8. The Applicant is required to provide the District with periodic written progress reports (at ninety (90)-day intervals or at other intervals approved by the Board) advising the Board of Directors as to the status of construction.
9. All tracts of land receiving service must be platted through the City of Houston, Harris County, and other appropriate agencies prior to utility service being provided by the District.
10. All temporary and permanent arrangements for sewer and water service must be coordinated in advance of construction with the District's engineer. The Applicant must make arrangements to extend the necessary trunk water, sanitary sewer and drainage facilities to serve its property in areas where such facilities do not exist. The Applicant will be expected to finance the necessary construction of additional facilities, including additional water plant and wastewater treatment plant capacity if necessary to serve the Applicant's property, unless the Board determines after consultation with its consultants that it is economically feasible for the District to finance the facilities. Reimbursement agreements are subject to negotiation with the Board.
11. The Applicant must convey all necessary easements and rights-of-way to the District without cost to the District and with all lienholder subordinations.
12. All utility lines constructed that are not in public easements or rights of way or which lie within private developments (apartments, condominiums, etc.) shall remain the permanent property of the landowner and shall remain such owner's permanent maintenance responsibility.

13. The Applicant shall furnish a statement of the estimated value of the proposed project as a part of the initial Application, broken down by land value and improvements.

14. Any change to the previously approved use of the property covered by the Application shall terminate any utility commitments or other agreements issued by the District unless otherwise requested by the property owner and approved by the District in writing.

15. Service shall be extended to a tract in accordance with the District's then-current Rate Order, including the payment of any tap fee.

16. In addition to the other referenced prerequisites, the following requirements are applicable to requests for annexation:

a) An annexation agreement shall be signed by the District and the property owner before any property is annexed to the District. The annexation agreement shall govern the terms and conditions of each annexation.

b) A feasibility study shall be prepared by the District's engineer.

c) The Applicant shall provide to the District a copy of the deed showing current ownership of the property referenced in the Application.

d) The Applicant shall submit to the District a current title commitment.

e) The District's attorney shall prepare the annexation petition to the District and the petition to the City of Houston for its consent to the annexation. The Applicant acknowledges that the annexation process may take six (6) months or more and that following completion of the annexation the annexed property will be subject to the annual ad valorem taxes and other fees charged by the District.

f) All costs of annexation, including attorney's fees, engineering fees, and any and all other fees relating to said annexation, shall be paid by the Applicant.

g) The Applicant shall provide to the District a copy of the current survey of the property, including a metes and bounds description.

EXHIBIT "1" TO APPENDIX D

APPLICATION FOR SERVICE  
MILLS ROAD MUNICIPAL UTILITY DISTRICT

Type of Application: \_\_\_\_\_ Single-Family Residential  
\_\_\_\_\_ Multi-Family Residential  
\_\_\_\_\_ Commercial  
\_\_\_\_\_ Institutional

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Type of Service Requested: \_\_\_\_\_ In-District \_\_\_\_\_ Out-of-District  
\_\_\_\_\_ Water \_\_\_\_\_ Wastewater

Proposed Land Use:  
Estimated date construction will begin: \_\_\_\_\_

Proposed acreage in development: \_\_\_\_\_

Estimated taxable value: \_\_\_\_\_ land \_\_\_\_\_ improvements

Units per acre: \_\_\_\_\_

Type of wastewater to be put in system: \_\_\_\_\_

Capacity Required: Water \_\_\_\_\_ Wastewater \_\_\_\_\_

Name and address of title holder to referenced property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach a small map to the application indicating proposed location of project, and boundaries of subject tract.

Applicant agrees that it shall notify the District if any of the above information should change during the Application process. This Application along with the requisite deposit must be submitted to the District's engineer or the District's attorney.

Signature of Applicant: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_  
Date: \_\_\_\_\_



For District Use Only

Operator's recommendation: \_\_\_\_\_

\_\_\_\_\_

Engineer's recommendation: \_\_\_\_\_

\_\_\_\_\_

Attorney's recommendation: \_\_\_\_\_

\_\_\_\_\_

Is Annexation Required: \_\_\_\_\_

Amount of Service recommended:      Water      \_\_\_\_\_

                                                                 Wastewater \_\_\_\_\_

Tap Fee Required: \_\_\_\_\_

Additional Considerations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_