

**AMENDED RATE ORDER**

**TABLE OF CONTENTS**

	<u>Page No.</u>
ARTICLE I Definitions .....	1
ARTICLE II Utility Commitment Letters .....	1
ARTICLE III Tap Fees .....	3
ARTICLE IV Water Service Transfer Fee .....	5
ARTICLE V Rules and Regulations Governing Sewer House Lines and Sewer Connections.....	5
ARTICLE VI Sewer and Facility Inspections .....	8
ARTICLE VII Plumbing Regulations; Prohibition against Cross-Connections Unacceptable Plumbing Practices; Penalty for Violation and Building Responsibilities .....	10
ARTICLE VIII Water Rates .....	13
ARTICLE IX Sewer Charges .....	14
ARTICLE X Garbage and Recycling Service .....	15
ARTICLE XI Public Spaces .....	15
ARTICLE XII Surcharge for Service; After-Hours Service.....	15
ARTICLE XIII Trap Inspections .....	16
ARTICLE XIV Swimming Pool Inspections and Fee.....	16
ARTICLE XV Water Supply.....	16
ARTICLE XVI Pressure of Water.....	16
ARTICLE XVII Temporary Service .....	17
ARTICLE XVIII Maintenance and Repair.....	17
ARTICLE XIX Delinquent Payments .....	17
ARTICLE XX Termination of Service for Violation of Rate Order .....	19
ARTICLE XXI Easements .....	20
ARTICLE XXII No Free Service .....	20
ARTICLE XXIII Required Services.....	20
ARTICLE XXIV Quality of Sewage.....	20
ARTICLE XXV Deposit.....	21
ARTICLE XXVI Consents to Encroachment.....	22
ARTICLE XXVII Permit and Platting Requirements .....	22
ARTICLE XXVIII Termination of Service Upon Request of User .....	23
ARTICLE XXIX Asbestos Materials Prohibition .....	23
ARTICLE XXX Septic Tank and Water Well Prohibition .....	23
ARTICLE XXXI Penalties for Violation .....	23
ARTICLE XXXII Superseding Orders.....	24

**AMENDED RATE ORDER AND REGULATIONS REGARDING  
WATER AND SEWER LINES AND CONNECTIONS**

WHEREAS, Harris County Municipal Utility District No. 82 of (the "District") owns a water and sewer system designed to serve present and future inhabitants within the District; and

WHEREAS, the District has the authority under Section 54.203 of the Texas Water Code to collect garbage and under Section 49.216 of the Texas Water Code to provide security services; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be amended for service from the District's system; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 82 THAT:

ARTICLE I  
Definitions

The following words or phrases shall have the meanings indicated below:

A. "Single Family Residential User" - means a User of the District's water and sewer system which consists of one residence designed for use and occupancy by a single family unit.

B. "Non-Single Family Residential User" - means any User of the District's water and sewer system other than a Single Family Residential User including, but not limited to, commercial establishments, apartments, churches, schools, recreational facilities, clubs and multi-family dwelling units.

C. "Non-Taxable User" means a user that is exempt from ad valorem taxation by the District under the Property Tax Code, including, but not limited to, schools and churches.

ARTICLE II  
Utility Commitment Letters

Prior to any connection being made to the District's water system and/or sewer system by a Non-Single Family Residential User (NSFRU), such User shall have complied with the requirements of this Article. Any NSFRU desiring water and sewer service or a commitment for water and sewer service shall present a written request to the Board of Directors stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, describing the improvements to

be constructed thereon, and shall also present schematic drawings of the proposed improvements. In addition, the party requesting the commitment shall pay the District's fees incurred by its attorney, engineer, operator and any other consultant in connection with the request. To secure payment of these fees, the requesting party shall deposit with the District the sum of \$1,500. Any deposit remaining after completion of service to the property shall be refunded, without interest. If the deposit is insufficient to pay all such fees, the District shall not allow service to the property until all such fees have been paid in full.

The Board may approve such request if it determines that allocation of the requested water and sewer capacity is in the best interests of the District, that the District has the amount of capacity requested and which is uncommitted and the allocation of such capacity will not adversely affect the District's ability to provide reasonable amounts of water and sewer capacity to other undeveloped land within the District. If the Board grants the request or a part thereof, the District's commitment shall be reflected in a letter executed by the President or Vice-President of the Board with standard provisions, including a provision that the commitment shall be valid for no longer than one (1) year unless the NSFRU actually commences construction of substantial improvements within said one (1) year period. The letter shall describe the improvements proposed to be constructed.

The Board shall not issue a letter unless it determines that (1) the property has been platted in accordance with the subdivision ordinances of the City of Houston, and (2) all District ad valorem taxes on the tract have been paid in full.

If a party who has received a commitment letter which has expired desires to obtain a new commitment letter or an extension of time, said party must repeat the entire process described herein, including the payment of fees. If a party seeks an assignment, extension or amendment of a commitment letter which is outstanding as of May 22, 1997, said party must complete the entire process described herein, including the payment of fees.

Any NSFRU who has received a commitment letter shall submit to the District's Engineer a certificate prepared by an engineer or architect describing the proposed improvements and the estimated water and sewer capacity required for such improvements. If the District's Engineer determines that the estimated usage is reasonable, he shall issue a written certificate to that effect. If he finds that the estimate is not reasonable, he shall so state in writing.

Prior to any water tap or sewer connections being made, the District's Operator shall require:

- (1) a copy of the commitment letter issued by the Board which has not expired;

- (2) a copy of the District Engineer's Certificate stating that the estimated usage is reasonable;
- (3) that the estimated usage approved by the District's Engineer does not exceed the amount specified in the commitment letter;
- (4) a certificate from the District's Tax Assessor/ Collector that all District taxes on the property have been paid; and
- (5) a copy of the duly approved and recorded subdivision plat.

The District's Operator shall be responsible for administering the issuance of commitment letters as approved by the Board.

### ARTICLE III Tap Fees

Section 1: Single Family Residential User Water Tap. Prior to connection to the District's System, a tap fee in the following amount shall be paid to the District.

- (1) In the case of a 5/8 or 3/4 inch meter, the tap fee shall be three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, plus the cost of repairing or restoring any yards, sidewalks, property, landscaping, streets or other improvements affected by the installation.
- (2) In the case of a 1 inch water meter, the tap fee shall be three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, plus the cost of repairing or restoring any yards, sidewalks, property, landscaping, streets or other improvements affected by the installation.
- (3) In the case of a water meter larger than 1 inch, a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, plus the cost of repairing or restoring any yards, property, landscaping, sidewalks, streets or other improvements affected by the installation shall be paid to the District (the "Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

Connections to the District's water system shall be inspected by the District's operator or its subcontractor.

Section 2: Non-Single Family Residential Users. Prior to connection to the District's water system, a tap fee in the following amount shall be paid to the District: a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, and repairing or restoring any yards, property, landscaping, sidewalks, streets or other improvements affected by the installation shall be paid to the District (the "Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

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

Section 3: Non-Taxable Users.

- (1) Non-Taxable Users shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines plus the cost of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation (as determined by the District's operator) plus the Non-Taxable User's pro rata share of the District's actual cost of the facilities necessary to provide District services to the Non-Taxable User that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board of Directors) (the "Installation Costs").
- (2) The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The Non-Taxable User shall pay the estimated Installation Costs, plus 20%, prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the Non-Taxable User, the difference must be paid by the Non-Taxable User before the District will provide service to the Non-Taxable User. If the actual Installation Costs are less than the estimated Installation Costs paid by the Non-Taxable User, a refund for the difference shall be issued to the Non-Taxable User.

Section 4: No Tap Prior to Sewer Connection. No connection shall be made to the District's water system until (1) the lot or tract to be served has been platted in accordance with the requirements of the City of Houston; and (2) the sewer connection has been made, inspected and approved by the District's authorized representative as provided in Article V hereof.

ARTICLE IV  
Water Service Transfer Fee

After the initial water tap is made by the builder, any party to whom water service is transferred shall be required to pay a water service transfer fee of \$5.00. Said fee shall be paid by the User at the time of the transfer.

ARTICLE V  
Rules and Regulations  
Governing Sewer House Lines and Sewer Connections

The following regulations are to govern the installation of all sanitary connections within Harris County Municipal Utility District No. 82.

Section 1: Service Lines.

- (1) Service line is defined as the sewer line from the foundation of the house or commercial building to the sewer line owned by the District.
- (2) Only one service line connection to the District's sanitary sewage collection system is permitted for each residence or commercial building.
- (3) Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line will be of identical material.
  - a. Schedule 40 conforming to ASTM, F\_477 and installed as per section II of these specifications.
  - b. Six-inch lines and over; polyvinyl chloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 1784 with rubber gasket joints conforming to ASTM, F-477 and installed as per section II of these specifications.
  - c. Ductile-iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations.
- (4) Minimum sizes of service lines shall be as follows:

- a. Residential -- 4 inches in diameter.
  - b. Commercial -- 6 inches in diameter.
- (5) Minimum grades for service lines shall be as follows:
- a. 4 inch pipe -- one foot drop per hundred feet (1%).
  - b. 6 inch pipe -- six inches drop per hundred feet (0.5%).
  - c. 8 inch pipe -- four inches drop per hundred feet (0.33%).
- (6) Maximum grades for service lines shall be as follows:
- a. 4 inch pipe -- two and one-half feet drop per hundred feet (2.5%).
  - b. 6 inch pipe -- one and one-half feet drop per hundred feet (1.5%).
  - c. 8 inch pipe -- one foot drop per hundred feet (1%).
- (7) Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.

Section 2: Connection of Building Sewer Outlet to Service Lines.

- (1) Building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- (2) Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- (3) Existing "wye" and stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District's operator.
- (4) The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight. Portion to be cut out from sewer main shall be circular and available for inspection.
- (5) No connection shall be made into a manhole without approval from the District.

- (6) No sewer lines shall be laid within nine (9) feet of a water line unless the sewer pipe and its couplings shall have a pressure rating of not less than one hundred fifty (150) pounds per square inch (psi).

Section 3: Fittings and Cleanouts.

- (1) No bends or turns at any point will be greater than 45 degrees.
- (2) Each horizontal 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.
- (3) 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.
- (4) Cleanout will be made with air-tight mechanical plug.

Section 4: Connection Permit.

- (1) Application for Sanitary Sewer Service must be filed prior to construction of the service line and the connection fee should accompany this application. (Application forms are available from the District's operating company). Construction must not begin until authorized by the District.
- (2) When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District's operator twenty-four hours in advance of the inspection.
- (3) The physical connection to the District's sewer main will be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
- (4) Backfilling of service lines trench must be accomplished within twenty-four (24) hours of inspection and approval. The trench backfill material will be clean and free of debris and will be compacted in one foot lifts to prevent future trench settlement.
- (5) A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met.

Section 5: Grease, Lint, and Sand Traps.

- (1) Grease traps will be required for dining establishments where food is prepared and served to customers on premises.
- (2) Washateria operations shall require a lint trap.
- (3) Air space above the water line must be vented with four-inch soil pipe if the trap is located inside a building.
- (4) All shopping centers shall provide a grease trap and a sampling well.
- (5) All health care facilities shall provide an acid dilution basin and a sampling well.
- (6) Sand traps will be required for all car washing establishments.

Section 6: Excluded Flow and Waste.

- (1) No waste material which is not biologically degradable will be permitted to be discharged into the District's sewage facilities, including mud and debris accumulated during service line installation.
- (2) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- (3) Swimming pool connections will be made to the District's sewer system.

ARTICLE VI  
Sewer and Facility Inspections

Section 1: All connections to the District's sewer system shall be made in accordance with Article V. An inspection fee of \$50.00 shall be paid to the District to cover the cost of making said inspection and an additional fee of \$50.00 shall be paid for any reinspection on Single Family Residential connections. An inspection fee of \$75.00, plus the cost of connection, shall be paid to the District to cover the cost of making said connection and inspection on each Non-Single Family Residential connection. In the event a connection is made and covered by someone other than the District's operator, water service will be terminated until the line is uncovered and so inspected.

Section 2: Use of Lead. The use of pipes and pipe fittings that contain more than 8.0 percent lead or solders and flux that contain more than 0.2 percent is prohibited for installation or repair of the District's water supply system and for installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to the District's water supply system. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe.

Section 3: Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make visible at the expense of the District. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey. The cost for each inspection is \$50.00.

Section 4: Facility Inspection. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a Final Site Survey to reinspect the water tap, meter and all other District facilities on the property for a fee of \$50.00. (The \$50.00 fee shall be collected at the time the tap fee is paid.) The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee of \$50.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any \$50.00 inspection or re-inspection fees, shall be made on or before the 20th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay the Backcharges or any \$50.00 inspection or re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in Article XIX prior to withholding the provision of service.

Section 5: Service Line Repair Policy. The District will investigate problems within the utility easements at no cost to the User. The User will be responsible for repairing problems located outside the easement or on the service line, as determined by the District. Repairs by the User shall be completed within a maximum of five working days. In the interest of public safety, however, the District may require immediate repairs. In the case of sanitary sewer line repairs, the User must schedule an inspection of the repaired line with the District prior to backfill. The charge for inspection will be \$25.00.

The User will be held responsible for repairing the line within the required time period. If the User does not timely repair the line, the District can make the necessary repair and charge the User for the cost of such repairs, or the District may discontinue water and sewer service, provided, however, that prior to disconnecting service the District shall give written notice by first class mail or otherwise, to such User, and shall give such User the opportunity to contest, explain or correct the situation at a meeting of the Board of Directors of the District.

ARTICLE VII  
Plumbing Regulations; Prohibition against Cross-Connections  
Unacceptable Plumbing Practices; Penalty for Violation and  
Building Responsibilities

Pursuant to Chapter 290 of Title 30 of the Texas Administrative Code, the District adopts the following plumbing regulations, which apply to all users of the District's potable water distribution system.

Section 1: Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a User must execute a Service Agreement in the form attached to this Rate Order as Exhibit "A." A one-time service charge of \$15.00 will be charged for the Service Agreement.

Section 2: Plumbing Fixtures. A User is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

Section 3: Prohibition Against Water Contamination. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

Section 4: Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a Non-Single Family Residential User to install a backflow prevention assembly at any meter(s) servicing such a User's property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the User's plumbing system poses a high health hazard. A high health hazard is defined by the Texas Commission on Environmental Quality ("TCEQ") as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a User must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state-approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized

backflow prevention assembly tester. A list of certified backflow prevention assembly testers can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by the District's operator, who is a recognized backflow prevention assembly tester. The cost of this test is \$75.00, which is due and payable prior to the test. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User until such installation is complete. Service will be restored when the backflow prevention assembly has been installed and tested and a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "B" has been provided to the District's operator.

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

Section 5: Customer Service Inspections. A customer service inspection by the District's operator is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the User, and will be performed by the District's operator, who is a certified waterworks operator holding an endorsement from the TCEQ. The cost is \$100.00 for single family residential Users and will be determined on an individual basis for other Users. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the User must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Rate

Order as Exhibit "C." The District's operator will retain such inspection certifications for a minimum of ten (10) years. The District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order.

Section 6: Prohibition Against Cross-Connections. No cross-connection between the District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the TCEQ. By accepting service from the District, all Users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any User refuses to allow such annual inspection and testing, service to such User will be discontinued until such inspection and testing is completed.

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

Section 7: Notice of Unacceptable Plumbing Practices. The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customers service inspection, the final plumbing inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the User shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. The User shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

Section 8: Builder Responsibilities.

- (1) Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning

will be done by street scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the EPA.

- (2) Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

- (3) Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the District's Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

Section 9: Penalty for Violation. The failure of a User or Builder to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in Article XXXI of this Rate Order, immediately terminate service or, at the User's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

## ARTICLE VIII Water Rates

Section 1: Regulatory Assessment. Pursuant to the Texas Water Code, each user of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District's charge for water and sewer service. This assessment is included in the rate schedules listed below and will be forwarded to the TCEQ, as

required by the Texas Water Code, and used to pay costs and expenses incurred in its regulation of water districts.

Section 2: User Connections. After initial occupancy, each User, whether Single Family Residential or Non-Single Family Residential, within the District shall be charged for water service from the District on a monthly basis according to the water used in accordance with the following schedule:

Amount of Payment

Each User shall be charged a Base Fee:

\$15.75 per equivalent single family residential connection (as determined by the District's engineer)

Each User shall receive no additional fee for usage to 3,000 gallons

Each User, for water used in excess of 3,000 gallons, shall be charged as follows:

\$1.25 per 1,000 gallons  
\$1.50 per 1,000 gallons  
\$2.00 per 1,000 gallons

3,001 to 10,000 gallons  
10,001 to 20,000  
Over 20,000 gallons

Section 3: North Harris County Regional Water Authority Fees. As a result of the pumpage fees charged to the District by the North Harris County Regional Water Authority, all Users shall pay an additional flat rate water fee based on the amount of the North Harris County Regional Water Authority pumpage fee plus ten percent (10%).

ARTICLE IX  
Sewer Charges

Section 1: Single Family Residential User. Each Single Family Residential User within the District shall pay a flat monthly sewer service charge of \$23.00 per equivalent single family residential connection (as determined by the District's engineer).

Section 2: Non-Single Family Residential User. Each Non-Single Family Residential User shall pay a minimum monthly sewer service charge of \$15.75 per equivalent single family residential connection (as determined by the District's engineer) and an additional charge of \$1.25 per 1,000 gallons of water used in excess of 15,000 gallons; provided, however, recreational facilities owned by civic or community associations shall be charged only the minimum monthly charge of \$15.75. The amount of sewage discharged shall be determined by the total amount of water billed to such User.

ARTICLE X  
Garbage and Recycling Service

Each Single Family Residential User shall receive monthly garbage and recycling service. All Single Family Residential Users shall receive garbage and recycling service. No exceptions will be made.

ARTICLE XI  
Public Spaces

Water service will be provided to public esplanades, lakes, civic and community associations, recreational areas or green spaces ("Public Spaces") within the District at a rate of \$7.50 per connection plus \$1.00 per 1,000 gallons of water usage per month over 3,000 gallons in addition to the Authority fee. In order to promote conservation of the District's water supply, however, Public Space Users will pay an increased rate to be set by the District if the District determines that the Public Space User's water usage is excessive, inefficient, and/or wasteful. All such Public Spaces shall be required to have meters, which shall be installed by the District's operator. A User requesting a tap for Public Spaces shall pay a tap fee equal to the District's cost to install the tap and meter plus the cost for repairing or restoring any yards, sidewalks, property, landscaping, streets or other improvements affected by the installation.

ARTICLE XII  
Surcharge for Service; After-Hours Service

Section 1: Surcharges. In fairness to all Users of land within the District, and to honor its contractual obligations and commitments, the District has the right to monitor the use of water and the discharge of sewage to determine if Users are exceeding the amount of capacity committed to serve their land or buildings. As one method of enforcement, the District has determined to reserve the right to impose a surcharge on any User who uses water or discharges sewage in excess of the amount reserved to such User or tract. Accordingly, in addition to the other charges specified herein, the District has the right to impose an additional charge of \$0.05 per gallon of water used or sewage discharged in excess of one hundred ten percent (110%) of the amount of capacity reserved to the tract by any utility commitment letter.

Section 2: After-Hours Service. Any User who requests the District's operator to disconnect or reconnect service during non-business hours (i.e. Saturdays and Sundays and after 4:00 p.m. on weekdays) will be charged an after-hours service charge of \$40.00.

ARTICLE XIII  
Trap Inspections

Prior to initiation of service to any commercial establishment, the operator shall determine if a grease trap, lint trap, sand trap, or sampling well is necessary. If so, the grease trap, lint trap, sand trap or sampling well will be installed in accordance with City of Houston requirements for grease traps, sand traps, lint traps, or sampling wells and shall be inspected by the operator. For each grease trap, lint trap, sand trap, or sampling well installed, there shall be charged an initial inspection fee of \$35.00 and a monthly flat rate inspection fee of \$35.00. If the operator is required to reinspect the grease trap, such reinspection shall be charged at the same \$35.00 rate.

ARTICLE XIV  
Swimming Pool Inspections and Fee

Every User who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an inspection fee of \$50.00. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the sanitary sewer system. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all swimming pool drains to verify that the proper connection is made, before service is authorized for said swimming pool.

ARTICLE XV  
Water Supply

Each User of District water and sewer services shall receive water service through a permanent metered connection unless temporary service is obtained pursuant to Article XVII. The District shall supply water and sewer service to a User... for that User's use only. No User may by any means divert or supply water distributed to the User by the District to any other person or entity without the express written consent of the District. No person or entity may receive water or sewer service from any other User of the District. Any person supplying or receiving water or sewer service in violation of this provision shall be subject to the penalties set forth in Article XXXI of this Order.

ARTICLE XVI  
Pressure of Water

The District agrees to use all reasonable efforts to supply to any User adequate pressure of water. The District does not and will not guarantee to any User a specific quantity or pressure of water for any purpose whatsoever. The District is required only

to furnish a connection to its System and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the District shall use reasonable efforts to supply water to all Users at an acceptable minimum pressure.

ARTICLE XVII  
Temporary Service

All temporary water service shall be provided through a metered connection. Prior to commencement of service at a temporary connection, the User shall pay a deposit of \$500.00 to the District's Operator for a temporary meter and shall pay an additional \$50.00 for the installation and disconnection of the temporary meter. The District's Operator shall install and remove the temporary meter. A User of temporary water service shall pay for the water at the Non-Single Family Residential User water rate specified in Article III, Section 2. The deposit shall not be refunded until all amounts due the District for the temporary connection and service have been paid in full. Public fire departments and voluntary firefighting associations shall be exempt from this provision when fighting fires or testing their equipment.

ARTICLE XVIII  
Maintenance and Repair

It shall be the responsibility of each User to maintain the water and sewer lines from the point of connection to the District's water and sewer system to the building served.

ARTICLE XIX  
Delinquent Payments

Charges for water, sewer and garbage service shall include fees for service, deposits, reinstallation and reconnection fees, penalties, and any other charges or fees associated with the provision of water, sewer and garbage service to a User. Charges shall be billed monthly. All bills and Backcharges shall be payable upon receipt and shall be past due on the 20th day after the date of the statement for said charges (the "Past Due Date"). Unless payment of the monthly bill or Backcharge is received on or before the Past Due Date of said statement, such account shall be considered delinquent and a one-time late charge equal to ten percent (10%) of the unpaid balance plus a charge of \$5.00 to cover the District's cost of sending the delinquency notice letters shall be charged. When any one month's bill or Backcharge has not been paid by the Past Due Date, all charges to the account that are then outstanding shall be accelerated and come due immediately. The District may, in its discretion, disconnect service for failure to pay all outstanding charges and Backcharges after the Past Due Date; provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the User or entity at the appropriate address and

provide the User or entity with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the User or entity of the amount of the delinquent payment, the acceleration of all charges, the date service will be disconnected or additional service withheld if payment of all outstanding charges is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown in the notice. The notice shall be deposited, post-paid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's Operator that the notice was so mailed shall be prima facie evidence of delivery of same. If the User or entity appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User or entity of the Board's determination by sending written notice by United States first class mail to the User or entity at the appropriate address. If service to a User or entity is disconnected for any cause, there shall be charged a reconnection fee of \$45.00 before service is again commenced to such User or entity.

If a User remits payment by check, the bill shall not be considered paid until the check has been honored by the bank on which the check is drawn.

Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area retail locations. Certain payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Amended Rate Order. If any User payment is refused or returned by the processing entity, the District will charge the User a return fee of \$25.00. Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Amended Rate Order.

In the event a User pays monthly service fees, reconnection charges, or other District bills by check or credit card payment and said payment is returned unpaid for any reason not due to negligence of the District, the User shall be required to pay the outstanding bill in cash, or cashier's check or money order, and additionally, shall be required to pay a service charge in the amount of \$25.00 to compensate the District for its expense in processing the dishonored check or credit card.

If a User submits three checks or credit card payments in a period of one year that are returned unpaid for any reason not due to negligence of the District, the District

will require the User to pay all the outstanding bills and all bills for a period of one year in cash, or cashier's check or money order.

The District shall give any User whose check or credit card payment is returned, notice that such payment has been returned unpaid by posting a notice on the User's front door. Such notice shall state the place and time at which the account may be paid and the billing company's telephone number.

If the District has not given written notice of termination prior to the time of receipt of a check or credit card payment subsequently dishonored, the District shall proceed with termination as provided above, except for posting notice on the User's front door, charging the \$25.00 for its expense of processing the dishonored check or credit card payment and requiring payment by cash, cashier's check or money order.

If the District has given written notice of termination prior to the time of receipt of a check or credit card payment subsequently dishonored, the District shall terminate service at the later of (a) the date of termination previously specified or (b) forty-eight (48) hours from the time of posting notice as provided above, unless the bill is paid in full in cash, cashier's check or money order.

## ARTICLE XX

### Termination of Service for Violation of Rate Order

Any User, person, corporation or other entity who violates any provision of this Rate Order, in addition to being subject to the penalties described in Article XXXI, shall be subject to having service terminated; provided, however, that prior to disconnecting service for such violations, the District shall give written notice by first class mail or personal receipt of notice to such User, person, corporation or other entity, of the pending disconnection, and shall give such User, person, corporation or other entity the opportunity to contest, explain or correct the violation of the Rate Order at a meeting of the Board of Directors of the District.

If service to a User, person, corporation or other entity is disconnected for any cause legally authorized, a reconnection fee of \$45.00 plus a security deposit payable in accordance with Article XXV one time after service is terminated, shall be paid prior to service being restored. Payment of fees and charges under this Article must be in the form of cash, cashier's check, or money order.

In the event that the District's operator removes a User's meter due to unauthorized reconnection of service subsequent to its termination by the District, a reinstatement fee of \$100.00 shall be paid prior to service being restored, which fee is in addition to any other fees imposed.

ARTICLE XXI  
Easements

Before service is begun to any User or, once begun but before reconnection is made, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repairs as the District, in its judgment, may deem necessary.

ARTICLE XXII  
No Free Service

No free service shall be granted to any User for services furnished by the District, including any User that is a charitable or eleemosynary institution, a political subdivision, or a municipal corporation. All charges for water, sewer and garbage service shall be made as required herein.

ARTICLE XXIII  
Required Services

No permanent service shall be given from the District unless such Users agree to take water, sewer and garbage services. A User of temporary water service pursuant to Article XVIII shall be exempt from this requirement.

ARTICLE XXIV  
Quality of Sewage

Section 1: Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to subsection (b) below.

Section 2: Commercial and Industrial Waste. All discharges other than waste described in subsection (a) are prohibited unless the user has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

- (1) Name and address of applicant;
- (2) Type of industry, business, activity, or other waste-creative process;
- (3) Quantity of waste to be discharged;
- (4) Typical analysis of the waste;

- (5) Type of pretreatment proposed; and
- (6) Such other information as the District may request in writing.

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

Section 3: National Categorical Pretreatment Standard. If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the user is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.

Section 4: District Testing; Pretreatment. The District shall have the right to sample and test any user's discharge at the discretion of the District's operator, with no limit as to the frequency of the tests, and to charge the user for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the user's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to subsection (c) above.

## ARTICLE XXV Deposit

Section 1: Single Family Residential Connection. From January 1, 2006, forward, a one-time deposit of \$75.00 for owners and \$150.00 for renters per equivalent single family residential connection, shall be due prior to commencement of service for each owner or renter. In addition, from March 24, 2008 forward, a deposit of \$50.00 for the garbage container will be due. If a customer requests more than one garbage container, such customer shall deal directly with the District's garbage provider for any additional containers. In addition, prior to any reconnection following termination of service pursuant to Article XX hereof, an additional deposit of \$50.00 per equivalent single family residential connection shall also be required until the maximum of \$500 is accrued. A separate deposit shall be required from all users for each account. No interest shall be paid upon said deposit. Any remaining deposit shall be refunded to the customer when the account is finalized and the garbage container(s) is returned (except those accounts of \$10.00 or less). If the garbage container is not returned, \$50.00 for each container will be withheld from the deposit refund.

Section 2: Builder's Deposit. Upon first application for a Customer Connection, the Builder shall pay a one time security deposit in the amount of \$1,000.00 (which deposit shall apply to all connections of such Builder, whether one or more) (the "Builder Deposit"). The Builder Deposit is solely to secure the payment of costs to repair any District facilities damaged by the Builder or other parties during the construction of a house, building or other improvement on the applicable property ("Builder Damages"). The Builder shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages. In the event of failure of the Builder to pay all Builder Damages, and said Builder Damages remain delinquent for more than 90 days, the District may subject the Builder to termination of existing service taps and withholding of additional service taps.

Section 3: After inspection by the District's Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Builder's construction activities. If the Builder Deposit is not sufficient to pay such outstanding Builder Damages. If Builder is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$1,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Builder shall pay to the District the amount (s) necessary to again have a \$1,000.00 Builder Deposit.

The District shall refund the Builder Deposit (minus \$10.00 to cover administrative expenses of the District) upon completion of the last house, building or other improvement to be constructed within the District by the Builder and final inspection by the District's operator. No interest will be paid by the District on the Builder Deposit.

## ARTICLE XXVI Consents to Encroachment

Any User, person, corporation or other entity who requests and is granted by the District a consent to encroachment onto a District easement shall pay the District's actual charges for legal, operator, and engineering fees related to such consent prior to the issuance of such consent.

## ARTICLE XXVII Permit and Platting Requirements

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

Section 2: Platting Requirement. Prior to initially connecting to the District's water, sewer or drainage systems, a Single-Family Residential User or Non-Single-Family Residential User shall submit to the District's operator proof that the User's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat, or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

#### ARTICLE XXVIII

##### Termination of Service Upon Request of User

Whenever a User of District services temporarily or permanently abandons the structure or building receiving service and no longer wishes to be serviced, he or she shall notify the District's operator at least two (2) days prior to the time he or she desires service to be discontinued. The District shall charge such User \$20.00 for discontinuing and \$20.00 for restoring service if such service is discontinued or restored at the request of the User and he or she is not delinquent in the payment of any bill at the time of the request.

#### ARTICLE XXIX

##### Asbestos Materials Prohibition

Effective as of January 1, 1989, no materials containing asbestos shall be allowed in the District, in any of its facilities, or in any facilities connecting to District facilities.

#### ARTICLE XXX

##### Septic Tank and Water Well Prohibition

The use of septic or holding tanks or individual water wells shall not be allowed in the District.

#### ARTICLE XXXI

##### Penalties for Violation

Any User, person, corporation or other entity who:

- (1) violates any section of this Order; or
- (2) makes unauthorized use of District services or facilities; or
- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or

- (4) reconnects to the District's system after termination of service by the District without having paid all outstanding charges due to the District; or
- (5) uses or permits the use of any septic tank or holding tank within the District; or
- (6) violates the District's Order Adopting a Drought Contingency Plan;

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

This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law.

ARTICLE XXXII  
Superseding Orders

This Order supersedes all prior orders, resolutions and other actions of the Board concerning fees and charges for water and sewer service. The rates established herein shall be effective as of June 23, 2008.

[EXECUTION PAGE FOLLOWS]

EXECUTED this 23rd day of June, 2008.

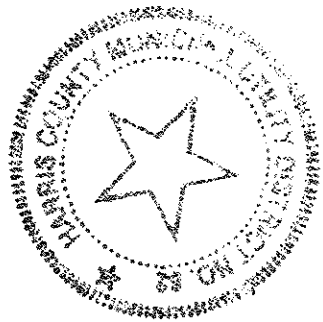
HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 82

/s/ Gary Sundstrom  
President, Board of Directors

ATTEST:

/s/ Donald Hays  
Secretary, Board of Directors

(SEAL)



CERTIFICATE FOR ORDER

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Harris County Municipal Utility District No. 82 hereby certify as follows:

1. The Board of Directors of Harris County Municipal Utility District No. 82 convened in regular session on the 23rd day of June, 2008, at the regular meeting place outside the boundaries of the District, and the roll was called of the members of the Board:

Gary Sundstrom	President
Rick Gable	Vice President
Don Hays	Secretary
Matthew Hoffpauir	Assistant Vice President
Jerry Chesnutt	Assistant Secretary

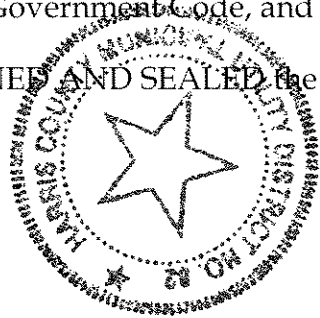
and all of said persons were present except Director Chesnutt. Whereupon, among other business, the following was transacted at the meeting: a written

AMENDED RATE ORDER AND REGULATIONS REGARDING  
WATER AND SEWER LINES AND CONNECTIONS

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

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

SIGNED AND SEALED the 23rd day of June, 2008.



/s/Donald Hays  
Secretary, Board of Directors

(SEAL)

## EXHIBIT "A"

### SERVICE AGREEMENT

- I. **PURPOSE.** The Harris County Municipal Utility District No. 82 ("District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not reestablish service unless it has a signed copy of this agreement.
  
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
  - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  
  - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  
  - E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
  
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Harris County Municipal Utility District No. 82 (the "District") and [NAME OF CUSTOMER] (the "Customer").
  - A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.

- B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.

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

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**EXHIBIT B  
Backflow Prevention Assembly Test and Maintenance Report**

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

**BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT**

NAME OF PWS: \_\_\_\_\_

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

LOCATION OF SERVICE: \_\_\_\_\_

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

- Not needed at this address

**TYPE OF ASSEMBLY**

- Reduced Pressure Principle                       Pressure Vacuum Breaker
- Double Check Valve                                       Atmosphere Vacuum Breaker

Manufacturer: \_\_\_\_\_ Size: \_\_\_\_\_

Model Number: \_\_\_\_\_ Located At: \_\_\_\_\_

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

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____psid	_____psid
Initial Test	DC - Closed Tight <input type="checkbox"/> RF _____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	DC - Closed	Closed	Opened at	Opened at	_____psid

Repair	Tight <input type="checkbox"/> RF _____psid Leaked <input type="checkbox"/>	Tight <input type="checkbox"/>	_____psid	_____psid	
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The above is certified to be true.

Firm name: \_\_\_\_\_

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

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

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

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

**EXHIBIT C**  
**Customer Service Inspection Certification**

Name of PWS: \_\_\_\_\_  
PWS I.D. #: \_\_\_\_\_  
Location of Service: \_\_\_\_\_

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

	Compliance	Non-Compliance
(1) No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<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"/>

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 aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date