

**HARRIS COUNTY FRESH WATER SUPPLY
DISTRICT NO. 51, OF HARRIS COUNTY, TEXAS**

AMENDED RATE ORDER

Effective: October 9, 2013

SECTION 1: DEFINITIONS

- A. **"Single-Unit User"** shall mean any user of the District's water and sewer system that consists of one building designed for use and occupancy by a single family or commercial unit. For the purposes of this Order, "Single-Unit User" shall also mean Homeowners' Association facilities and recreational vehicle parks.
- B. **"Multi-Unit User"** shall mean any user of the District's water and sewer system, other than a Single-Unit User or a Commercial User, that consists of a building designed for use and occupancy by multi-family units, including apartments, townhouses, and other multi-family dwelling units.
- C. **"Commercial User"** shall mean any user of the District's water and sewer system that is not a Single-Family Residential User or a Multi-Unit User, including, but not limited to, commercial establishments, churches, clubs, and schools.
- D. **"Drought Contingency Plan"** shall mean the District's Drought Contingency Plan adopted and enforced concurrently with this Rate Order.

SECTION 2: WATER

A. **Tap Fees and Inspections.**

(1) **Single-Family Residential Users.**

- a. Prior to connection of a Single-Family Residential User to the District's water system with a water meter that is 3/4," a tap fee of \$750.00 shall be paid to the District to cover the cost of making said connection and the cost of materials. In the case of a 1" meter, the tap fee shall be \$3,000.00.
- b. The User must also pay three times the District's cost of repairing or restoring any yards, sidewalks, streets, or other improvements affected by the installation as part of the tap fee. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill.

- (2) Multi-Family Residential Users and Commercial Users. Prior to the connection of a Multi-Family Residential User or a Commercial User that is not exempt from the payment of ad valorem property taxes under the Texas law, a tap fee equal to three times the cost to the District of installing the tap, meter, and any necessary service lines shall be paid to the District. The User must also pay three times the District's cost of repairing or restoring any yards, sidewalks, streets, or other improvements affected by the installation as part of the tap fee. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill.
- (3) Non-Taxable Users. Prior to the connection of a Commercial User that is exempt from the payment of ad valorem property taxes under Texas law, a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines plus such User's pro rata share of the District's actual cost of the facilities necessary to provide District services to such 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) shall be paid to the District. The User must also pay three times the District's cost of repairing or restoring any yards, sidewalks, streets, or other improvements affected by the installation as part of the tap fee. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill.
- (4) Irrigation Systems. Prior to connection to the District's water system, a tap fee equal to three times the District's actual cost for installation shall be paid to the District for irrigation systems that have been authorized by the District and that are to be used solely for the purpose of providing irrigation water to landscaped areas within the District.
- (5) Inspections. All connections to the District's water system shall be made by a representative of the District. Connections to the District's water system shall not be allowed prior to an approved sewer inspection as provided in this Order.

B. Temporary Service.

- (1) Deposit. During construction a contractor may use water from a flushing valve only after paying a \$3,000.00 deposit to the District. The deposit will be returned after the contractor completes all construction. The deposit described herein may be applied by the District to the cost of water usage by a contractor's agent and the cost of repair of any damage to the water system caused by a contractor or contractor's agent.

- (2) Temporary Meter. Water used by and through a flushing valve shall be charged at \$8.00 per 1,000 gallons.

C. Monthly Rates.

- (1) Construction Period. During construction and prior to initial occupancy, a contractor shall be charged \$5.00 per 1,000 gallons for water service.

- (2) Single-Unit Users. Users shall be charged monthly for water as follows:

First 4,000 gals.	\$9.00 (minimum)
Next 6,000 gals.	\$2.60 per 1,000 gals.
Next 10,000 gals.	\$2.75 per 1,000 gals.
All over 20,000 gals.	\$3.00 per 1,000 gals.

- (3) Multi-Unit accounts. Each multi-unit building, whether residential, commercial or other, shall be charged for water service on a monthly basis an amount calculated by multiplying the number of units therein by the minimum monthly charge for a single unit user of that type. In addition to the foregoing monthly minimum, a multi-unit building shall be billed a monthly overage charge computed as follows: (1) the number of units in the multi-unit building shall be multiplied by the minimum gallonage for single unit users which determines the amount of water a multi-unit building is entitled to when the minimum charge is paid; no further charge will be made for water usage up to that amount; and (2) for any amount of water usage above the amount calculated as the foregoing minimum, the multi-unit building shall be billed at the rates set forth above for single unit users exceeding the minimum gallonage. The foregoing minimum and overage billing procedures shall apply whether or not a multi-unit building is totally occupied.

- (4) Irrigation systems. Metered water connections authorized by the District and established solely for the purpose of providing water to irrigation systems shall be charged monthly for water usage, at the rates and in the manner quoted above for Single-Family Residential Users. There shall be no sewer service charge for irrigation meters.

D. 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 water 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.

E. Sale or Use of Water. It shall be an unauthorized use of District services or facilities for any person, firm, or entity to sell or use water from the District's water system

without having a direct connection to the District's water system, unless such sale or use of water is to, or by, users having common ownership or tenancy of the land being served by the District's water system, or with the written consent of the Board of Directors.

SECTION 3: SEWER

- A. Sewer Connections and Inspections.** All connections to the District's sewer system shall be made by the District in accordance with the District's Rules and Regulations Governing Sewer Lines and Sewer Connections as may be amended from time to time. No sewer connection or house lead shall be made by any person other than the District.
- B. Sanitary Sewer Monthly Rates.**
- (1) Single-Unit Users. \$14.00 flat rate per month per connection.
 - (2) Commercial Users. Users shall be charged monthly for sewer service based upon the meter usage as follows:

First 3,000 gals.	\$15.00 (minimum)
All over 3,000 gals.	\$1.40 per 1,000 gals.
 - (3) Multi-Unit Users. \$14.00 per month per residential or commercial unit.
 - (4) Irrigation Systems. No sanitary sewer charge shall be assessed for approved irrigation metered connections.
- C. Quality of Sewage.** 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.
- D. Grease Trap Inspections.** The District shall require the owner of any establishment that discharges certain types of waste into the District's sanitary sewer system to install a trap to prevent the entry of the discharge into the system and a sampling well to allow for periodic sampling of the discharge from the establishment. Discharges requiring a trap and sampling well include, but are not limited to, grease, oil, sand, or flammable waste. Other discharges requiring a trap and sampling well shall be determined by the District's general manager and engineer on a case-by-case basis based on the general manager's conclusion that the discharge in question will harm the District's facilities if allowed to enter the District's system. Any person responsible for a discharge requiring a trap and sampling well shall provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap

in effective operating condition. For restaurants and similar developments, the District will require as a minimum one trap and one sampling well per restaurant. It shall be the responsibility of the owner of the property to maintain and service the trap(s). All traps shall be cleaned a minimum of once a month. The District may inspect the traps and may take samples and flow measurements from the sampling wells with no limit as to the frequency of the tests. The cost for inspections and lab analysis will be billed to the owner of the property as follows:

Trap Inspection	\$100.00
Sampling	\$100.00
Lab analysis	Cost + 15%

The District has the right to require the owner to pre-treat the discharge if appropriate as determined by the District in its sole discretion.

- E. **Swimming Pool Inspections and Fee.** Every User who plans to construct or install a swimming pool within the District shall notify the District 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 \$100.00. After the notification is received, the District shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the User shall notify the District, which shall make an inspection of all swimming pool drains to verify that the proper connection is made, before service is authorized for the swimming pool.

SECTION 4: BACKCHARGES TO CONTRACTORS

- A. **Pre-Facility Inspection.** All contractors for property owners within the District must contact the District, 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 District will make necessary repairs or locate and make the facilities visible at the expense of the District. A copy of the inspection report will be given to the contractor's representative. After the inspection and any necessary work is completed, the contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final site survey described below. The cost for each inspection is \$30.00 and must be paid with payment of the tap fee.
- B. **Facility Survey.** Immediately upon completion of the District's installation of the initial water tap and meter, and the sewer connection and inspection, the District will conduct an initial facility inspection. At such inspection, the District shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District will conduct a Final Site Survey to re-inspect the water tap, meter and all other

District facilities on the property for a fee in the amount of \$30.00 (The fee shall be collected at the time the tap fee is paid.) In connection with the above inspection or any other time, the property owner or contractor will be held responsible for any damages or adjustments to District facilities or other conditions that might reasonably be expected to cause damage to District facilities, and the cost of correcting such conditions, repairing, adjusting or relocating the facilities (the "Backcharges"). Such charges are payable immediately, and shall be paid 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 in the amount of \$30.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any inspection or re-inspection fees shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, or contractor who has failed to timely pay for the Backcharges or any inspection or re-inspection fee, including specifically the provision of additional taps; provided that the District shall follow the notification procedures set forth in this Order prior to withholding the provision of service.

SECTION 5: CONTRACTOR RESPONSIBILITIES

A. **Street Cleaning.** The contractor 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 Environmental Protection Agency.

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

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

C. **Other Contractor Responsibilities.** The contractor is responsible for observing all signs and for enforcing this Order with all employees, suppliers, and subcontractors. Contractors are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

- D. **Failure to Comply.** Failure of a contractor to comply with these contractor responsibilities will be considered a violation of this Order and will subject the contractor to penalties set forth in this Order. Further, the District, at its sole option, may perform or have performed any of the contractor's responsibilities and backcharge the contractor for the cost. Failure to timely pay a backcharge or to comply with these responsibilities will subject the contractor to termination of service or withholding of taps in accordance with this Order.

SECTION 6: REGULATORY ASSESSMENT

As required by 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 above and will be forwarded to the Texas Commission on Environmental Quality ("TCEQ") for use in paying costs and expenses incurred in its regulation of water districts.

SECTION 7: LATE PAYMENTS

A late payment charge of 10% of the unpaid balance will be due the District for any monthly water or sewer bill that is not paid on or before the due date shown on the bill in order to cover the District's costs of collection of such delinquent amount. All accounts not paid by the due date shall be considered delinquent.

SECTION 8: BILLING, TERMINATION, AND RECONNECTION OF SERVICE

- A. **Billing and Termination.** Charges for service shall be billed monthly. Normal monthly payments may be made by check, cashier's check, or money order. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any Backcharges is received on or before the 30th day after the date of the invoice, such account shall be considered delinquent and interest of ten percent of the unpaid balance shall be charged. The District may, in its discretion, disconnect service for failure to pay all charges and Backcharges, including interest, by the 50th day after the 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 date service will be disconnected or additional service withheld 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, services, or disconnection,

by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be ten days after the date of the next scheduled meeting of the Board of Directors as shown in the notice and the date for withholding additional service shall be the date of that Board meeting. 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 days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District that the notice was so mailed and a certificate of mailing by the United States Postal Service 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.

- B. Termination for Rate Order Violations.** Any User who violates any provision of this Order, in addition to being subject to all other penalties described in the Order, shall be subject to having water and sewer service terminated; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such User of the pending disconnection and shall give such User the opportunity to contest, explain, or correct the violation of the Order at a meeting of the Board of Directors of the District. Such disconnection shall be in addition to other penalties that may be imposed by the District under this Order.
- C. Reconnection.** If service to a User is disconnected for any cause, a service charge of \$40.00 shall be paid to the District before service is again commenced at such location. In addition, if such User has not previously paid a security deposit as required by this Order, the security deposit shall be collected before service is reconnected. Payment of all amounts under this Section must be in the form of cashier's check or money order.

SECTION 9: RETURNED CHECKS

In the event that a User's check is returned unpaid by User's bank for any cause, a charge of \$20.00 shall be added to such User's bill to cover the District's cost of handling. If such User's account is also more than 30 days delinquent, the account shall be scheduled for termination and notice thereof shall be given as provided in this Order. In such event, payment for the amount due on such account must be in the form of cashier's check or money order.

SECTION 10: SECURITY DEPOSITS

A deposit equal to \$100.00 shall be charged to each Single-Unit User (or, in the case of a Multi-Unit User, such amount multiplied by the number of units to be served), to be billed and paid with the first billing from the District. Such deposit shall be held without interest by

the District against delinquent charges unpaid by the User. In the event the deposit is used to defray unpaid charges, the User shall be required to remit the then-current deposit amount applicable to the User, in addition to any other charges or fees, prior to renewal of service. The deposit shall be returned to the User as soon as practicable after termination of service, net of any sums due to the District.

SECTION 11: MISCELLANEOUS FEES

- A. **Transfer Fees.** A fee of \$20.00 shall be charged by the District to cover the expense to the District for the transfer of water and sewer service from the initial User to each subsequent User.
- B. **Payment without remittance slip.** Any payment to the District should be accompanied by the bill's remittance slip. Failure to include the remittance slip will result in an additional \$2.00 fee.

SECTION 12: PLUMBING REGULATIONS; PROHIBITION AGAINST CROSS-CONNECTIONS AND UNACCEPTABLE PLUMBING PRACTICES; PENALTY FOR VIOLATION

Pursuant to Chapter 290 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.

- A. **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.
- B. **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.
- C. **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.

D. **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 Multi-Unit 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 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 inspectors 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 a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ. The annual administrative cost for locations with backflow prevention assemblies will be \$50.00, which is due upon invoice and payable by the owner. 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 Order as Exhibit B has been provided to the District.

If the District determines that a backflow prevention assembly must be installed pursuant to this 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 working days after receipt of notice from the District that such installation is required. In addition, the User must provide the District with a signed and dated original of a Backflow Prevention Assembly Test and Maintenance Report in the form attached to this Order as Exhibit B within three working days of the installation of the backflow prevention assembly and within three 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 Order.

E. **Customer Service Inspections.** A customer service inspection 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. The cost is \$25.00 plus \$3.00 per fixture. 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.

F. **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.

G. **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 customer service inspection, the final plumbing inspection, any periodic re inspection, 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 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 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.

H. **Penalty for Violation.** The failure of a User to comply with the terms of this Section will be considered a violation of this 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 this 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.

SECTION 13: REQUIREMENTS FOR SERVICE

- A. **Platting Requirement.** Prior to initial connection to the District's water, sewer, or drainage system, a User shall submit to the District 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.
- B. **Permits.** Any applicant requesting connection to the District's system must have obtained all necessary permits from the County. The District may require proof that a permit has been obtained or that the County has waived the requirement for such permit.
- C. **Plumbing Material Restrictions.** Use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after May 23, 1994:
 - a. Any pipe or pipe fitting which contains more than 8.0% lead; and
 - b. Any solder or flux which contains more than 0.2% lead.
- D. **Approval of Plans.** Before any connection, other than a Single-Family Residential User connection, is made to the District's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the District for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. Any modification of such plans shall require re-approval by the District. The District reserves the right to require removal of any connection made in violation of this Section.
- E. **Required Service.** No service shall be given from the District's water and sewer system unless such users agree to take both water and sewer service.

- F. **Easements.** Before service is commenced to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

SECTION 14: MISCELLANEOUS PROVISIONS

- A. **Future Adjustments.** The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's facilities.
- B. **No Free Service.** No free service shall be granted to any User for water or sewer services furnished by the District, whether such User is a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein.
- C. **Penalties for Violation.** Any User 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) uses or permits the use of any septic tank or holding tank within the District; or
 - (5) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections;
 - (6) violates the District's Order Adopting Drought Contingency Plan;
 - (7) constructs facilities or buildings which are not included in the approved plans for development described in this Order

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.

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

- E. **Out-of-District Service.** Service to areas outside of the District shall be provided at one and one-half times the rates for water and sanitary sewer usage set forth above.

PASSED AND APPROVED on October 9, 2013.

President, Board of Directors

ATTEST:

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 Fresh Water Supply District No. 51, of Harris County, Texas, hereby certify as follows:

1. The Board of Directors of Harris County Fresh Water Supply District No. 51, of Harris County, Texas, convened in regular session on October 9, 2013, at the regular meeting place inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

B. J. Westbrook	President
Rita Rodriguez	Vice President
William P. Bowes	Secretary
Roger Bate	Assistant Vice President
Jerry Dominy	Assistant Secretary

and all of said persons were present except Directors Westbrook and Bate, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a

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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 the Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED October 9, 2013.

Secretary, Board of Directors

(SEAL)

EXHIBIT A

SERVICE AGREEMENT

- I. **PURPOSE.** Harris County Fresh Water Supply District No. 51, of Harris County, Texas (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2 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 District and _____ (the "Customer").
- A. The District will maintain a copy of this agreement as long as Customer and/or the premises are 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 re-inspection.
- 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, 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 recordkeeping 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 Repair	DC – Closed Tight <input type="checkbox"/> RF _____ psid Leaked <input type="checkbox"/>	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: _____