

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 71

AMENDED RATE ORDER AND REGULATIONS REGARDING WATER,
SEWER, AND DRAINAGE SYSTEM

Adopted February 13, 2012, Effective for February 13, 2012, 2012 water bill

I. GENERAL.

A. Definitions.

1. "District" shall mean Harris County Municipal Utility District No. 71.
2. "HOA User" shall mean any User of the District's water and sewer system serving facilities owned and operated by a Homeowners Association within the boundaries of the District.
3. "Non-Single Family Residential User" shall mean any User of the District's water and sewer system, other than a Single Family Residential User, including any Users occupying commercial establishments and owners or operators of multi-family residential units.
4. "Non-Taxable User" shall mean a User of the District's water and sewer system that is exempt from federal tax requirements.
5. "Single Family Residential User" shall mean a User occupying a residence designed for use and occupancy by a single family unit.
6. "User" shall mean any User of the District's water and sewer system.

B. Tap Fees.

1. Single Family Residential User Tap. All taps shall be one-inch taps. Prior to connection to the District's water system, a tap fee in the amount of \$1,350.00 prior to December 1, 2006, and \$1,500.00 after December 1, 2006, shall be paid to the District.

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.

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.

3. Non-Taxable Users and Homeowners Association Users.

(a) Non-Taxable Users and HOA Users shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation (as determined by the District's operator) plus such User's pro rata share of the District's actual cost of the facilities necessary to provide District services to the Non-Taxable or HOA 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 "Non-Taxable User Installation Costs").

(b) The District's operator will produce an estimate of the Non-Taxable User Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The User shall pay the estimated Non-Taxable User Installation Costs, plus 20%, prior to installation of the tap. If the actual Non-Taxable User Installation Costs are greater than the estimated Non-Taxable User Installation Costs paid by such 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 Non-Taxable User Installation Costs paid by such User, a refund for the difference shall be issued to the User.

4. 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 \$75.00.

5. Facility Inspection. Immediately upon completion of the installation of either the initial water or sewer tap and water meter, the operator will conduct a facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a final site survey to reinspect the water tap, meter and all other District facilities on the property for a fee of \$75.00. (The \$75.00 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 \$75.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any \$75.00 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, builder or contractor who has failed to timely pay the Backcharges or any \$75.00 inspection or re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in Section IX. prior to withholding the provision of service.

C. Regulatory Assessment. Pursuant to the Texas Water Code, each User 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 Texas Commission on Environmental Quality ("TCEQ"), as required by the Texas Water Code, and used to pay costs and expenses incurred in its regulation of water districts.

D. User Connections. All Users, except HOA Users, will be charged for water according to the following monthly rates per equivalent single family connection ("ESFC"):

First 5,000 gals.	\$24.00 (minimum)
5,001 - 15,000 gals.	\$ 1.00 per 1,000 gals.
15,001 - 30,000 gals.	\$ 1.50 per 1,000 gals.
All over 30,000 gals.	\$ 2.00 per 1,000 gals.

HOA Users shall be charged \$1.00 per 1,000 gals.

All Users, other than Single Family Residential Users, shall be allocated a specific number of ESFCs by the District's engineer and operator, based on the User's anticipated land use. At the end of each District fiscal year end, the District's engineer and operator shall review usage by all Users, other than Single Family Residential Users, to confirm current allocation or recommend reallocation of ESFCs. If the District's Board wishes to consider reallocated ESFCs to any User, the District shall provide written notice by United States first class mail to the User or entity at the appropriate address. The notice shall provide the User an opportunity to contest, explain or correct the proposed ESFC reallocation, at a meeting of the Board of Directors of the District, prior to any reallocation. If the User appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User of the Board's determination by sending written notice by United States first class mail to the User or entity at the appropriate address.

All Users shall be entitled to a pro-rata billing where services are instituted and provided for a period of less than one full calendar month. The pro-rata billing shall be determined by the District's operator. All Users, including HOA Users, shall be billed a monthly fee per 1,000 gallons of water equal to 120% of the fee imposed on the District by the West Harris County Regional Water Authority, as such fee may change from time to time.

- E. Out of District Service. Customers outside the District's boundaries which have been connected to the District's water and sewer system shall be billed at a rate of four times the stated rates charged customers within the District for service from the District's water and sewer system. Fees for connection to the District's water system shall be billed at a rate one and one-half times the rate charged for connections made within the District.
- F. Sewer Rates. All customers will be charged a flat rate of \$29.85 per month for sewer service per ESFC.
- G. Pressure of Water. The District does not guarantee any User any specific quantity or pressure of water for any purpose whatsoever, and all Users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any User at any time.
- H. Swimming Pool Inspections and Fee. Any in-ground or above-ground swimming pool connected to a water treatment system or with a volume greater than 10,000 gallons ("Swimming Pool") located in the District shall be subject to District inspection and approval. Wading pools that are not connected to a water treatment system and are designed to hold fewer than 10,000 gallons of water shall not be considered Swimming Pools. Prior to the installation or construction of a Swimming Pool, the User shall notify the District's operator in writing prior to commencing installation or construction of the Swimming Pool. Upon notification by the User of the intent 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 any 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'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.

II. WATER REGULATIONS. The following plumbing regulations apply to all Users of the District's potable water distribution system.

A. Plumbing Material Restrictions.

1. Prohibition on Use of Specified Materials. The use of the following plumbing materials are prohibited in any and all improvements connected to the District's water system after June 13, 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.

B. 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.

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 Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections as **Exhibit B**.

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.

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.

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 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. The District's operator must inspect this device.

The User is responsible for insuring that all backflow prevention assemblies are tested. The District's operator will perform this test for a cost of \$75.00. Backflow prevention assembly test fees for new construction shall be paid by the User prior to the inspection and the fee will be collected with the tap fee. Backflow prevention assembly test fees for existing service may be paid prior to the inspection or added to the User's water and sewer bill at the discretion of the District. 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. In that event, service will not be restored until 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 C** has been completed by 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. The District's operator must sign and date the "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as **Exhibit C**. If the User fails to arrange for the testing 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.

5. 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 for a residential customer service inspection for new home construction is \$225.00. The costs for performing inspections on (i) new commercial construction, (ii) to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist will be determined on a case-by-case basis, based upon the quantity and complexity of the construction. Customer service inspection fees for new construction shall be paid by the User prior to the inspection and the fee will be collected with the tap fee. Customer service inspections for existing service may be paid prior to the inspection or added to the User's water and sewer bill at the discretion of the District. Re-inspections are performed at the same cost as the original inspection.

The District's operator will complete, sign, and date a "Customer Service Inspection Certification" in the form attached to this Rate Order as **Exhibit A**. The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the User requests a copy of the certification, the District's operator will provide the User with the Certification. In connection with the customer service inspection, the User shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. Thereafter, 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.

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.

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, 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 five (5) 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.
8. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections. 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 Section XV of this Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections, 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.
9. After a water meter has been set, the customer shall at all times keep the area in, around and upon the meter and box and District easements and

property under customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under customer's control free from rubbish or obstructions shall result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions.

10. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any customer who has removed, tampered with or altered in any way a meter, meter box, service line or other water and/or sewer system appurtenance or who has reconnected service which was terminated by the District and to assess repair charges to customer plus a damage fee of \$50.00. See Section IX for additional fees that may apply if a User has tampered with District facilities in connection with a termination of service.

III. SEWER REGULATIONS. The following regulations apply to all Users of the District's Sanitary Sewer System.

A. 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 hours of inspection and approval. No debris will be permitted in the trench.
5. A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met.

6. A fee of \$75.00 will be charged for each inspection of a single-family connection and a fee of \$150.00 will be charged for each inspection of a multi-family or commercial or school district connection. A separate charge will be made in the event re-inspection is required.

B. Quality of Sewage.

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 2 below.
2. Commercial and Industrial Waste. All discharges other than waste described in subsection 1 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:
 - (a) Name and address of applicant;
 - (b) Type of industry, business, activity, or other waste-creative process;
 - (c) Quantity of waste to be discharged;
 - (d) Typical analysis of the waste;
 - (e) Type of pretreatment proposed; and
 - (f) 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.

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.
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 3 above.

The District's engineer, operator, or Board of Directors reserves the right to require commercial customers to either install grease traps and/or sampling wells or pretreat their wastewater discharge at their own expense. In addition, the District reserves the right to sample and test such discharges at the discretion of the District's operator, with no limit as to the frequency of the tests, and to require pretreatment of the discharge at any time, based on the result of the discharge tests.

5. Prohibited Discharges and Unauthorized Materials.

- (a) Sanitary Sewer Facilities. All waste discharged into the District's sanitary sewer system shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time. No person may discharge into the District's sanitary sewer system any waste which by itself or by interaction with any other waste may:
- (i) Injure or interfere with the processes or physical properties or facilities of the District's sanitary sewer system;
 - (ii) Constitute a hazard to humans or animals; or
 - (iii) Create a hazard in receiving waters of the effluent of the sanitary sewer system.

Discharges prohibited by the foregoing parameters include, but are not limited to, materials which exert or cause: excessive discoloration or concentrations of suspended solids, or chlorine demands in excess of the ability of the sanitary sewer system to adequately treat and dispose of such waste in compliance with applicable regulatory requirements. Prohibited discharges also include, but are not limited to, the following materials which, if present in sufficient quantities, may cause or result in a violation of the foregoing parameters: ashes, cinders, sand, mud, grass clippings, straw, shavings, metal, glass, rags, tar, plastic, wood or wood products, oil, greases, garbage (other than properly shredded garbage), paper or paper products, chemicals, paint residues, or bulk solids.

- (b) Drainage Facilities. No discharges shall be made into the District's storm sewer system, other than storm sewer water run-off. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, owns and operates a drainage and storm sewer system (collectively, the "Drainage Facilities"). It is essential that the District maintain the Drainage Facilities and ensure that they are kept clear of any objects or debris that may block them and interfere with their intended purpose. The District's Drainage Facilities are solely allowed to carry storm water rainfall and anything deposited into such system shall be unauthorized. Any individual who disposes, or is responsible for the disposal, of trash, household or other hazardous materials, construction materials or debris, chemicals, other debris, or grass, tree and yard clippings, or anything else prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, or that might potentially impede the free flow of storm water runoff ("Unauthorized Materials") in the Drainage Facilities or the District's Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may assess a penalty or disconnect the customer's water service to collect such penalty for such violation under Section IX of this Order.

C. 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) Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
 - (b) Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

- (c) Poly-vinyl-chloride PSM (SDR26 PVC) pipe conforming to ASTM Specification D3034 and installed according to ASTM D2321.
 - (d) Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations AWWA C-151-86 with polyethylene as specified.
 - (e) Acrylonitrile-butadiene-styrene (ABS) pipe, material conforming to ASTM Specification D2751.
 - (f) The bedding in field must meet manufacturer's specifications for installation of the pipe.
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 (0.7%).
 - (c) 8 inch pipe -- four inches drop per hundred feet (0.44%).
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.

D. 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).

E. 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.

F. Grease, Lint, and Sand Traps and Sampling Wells.

1. Grease traps will be required for dining establishments where food is prepared and served to customers on premises.
2. Any customer or owner that has a building or structure with commercial laundry facilities shall install and have in operation lint traps that are approved by the District's operator and engineer.
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.
7. All commercial and industrial customers are required to install sampling wells in accordance with City of Houston standards and that are approved by the District's operator and engineer.
8. All commercial and industrial customers are required to install grease traps in accordance with City of Houston standards and that are approved by the District's operator and engineer. Said customers shall provide the District with a copy of an ongoing contract with a licensed hauler for regular, routine pumping and disposal prior to receiving service from the District and a copy of the cancelled checks evidencing payment for such regular pumping and disposal shall be provided to the operator of the District's facilities on a regular basis.
9. In order to protect the District's ability to properly treat the waste produced in the District, the District shall have the right to inspect all grease traps, sand traps, lint traps, and sampling wells operated within the District or pursuant to a contract with the District. Inspection shall be performed by the operator monthly. If the operator finds a grease trap, sand trap, lint trap, or sampling well that is not being properly cleaned and monitored, the operator shall give written notice to the consumer or responsible party of failure to maintain the grease trap. If the consumer of responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the operator, the operator may take the necessary action to clean the grease trap and shall bill the consumer or responsible party for the cost of such service. Charges for grease trap, lint trap, sand trap and sampling well inspections shall be as follows:

Inspection Fee	\$45.00
Re-inspection Fee	\$45.00

G. 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. The quality of sewage discharged into the District's system must meet all requirements set forth in this Order or any other applicable regulations adopted by the District.
3. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.

4. Swimming pool connections will be made in accordance with the City of Houston Plumbing Code requirements.

IV. WATER, SANITARY SEWER, AND DRAINAGE PLANS.

Before any connection, other than a single family residential 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's engineer for review and approval the water, sanitary sewer, and drainage plans for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require reapproval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this section.

V. CONSTRUCTION OF UTILITY LINES TO SERVE SCHOOL DISTRICTS.

School districts shall be charged 100 percent of the District's cost of engineering and construction of water and sanitary sewer lines to extend service to school district facilities if the school district requests service prior to the time the District has constructed water and sanitary sewer lines to serve the school district's property and it is necessary for the District to design and construct the lines to provide such service prior to the time the adjacent subdivision property requires such service.

VI. PLATTING.

Prior to initial connection to the District's water, sewer or drainage systems, any 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.

VII. GARBAGE.

The District will provide garbage collection and disposal service to all single family residences. There will be no charge for such service.

VIII. LATE PAYMENTS.

A late payment charge of ten percent (10%) will be due the District for any monthly water or sewer bill which is not paid within twenty (20) days of the date the bill is post-marked. All accounts not paid by the due date shall be considered delinquent. A fee of \$8.00 shall be charged by the District for each notice of delinquency mailed to an account to cover the District's actual cost of such notice. The District's operator is

authorized to waive one time, on the customer's request, this \$8.00 fee the first time the customer is charged the fee. Further, the District's operator is authorized to grant to any User who makes a written appeal regarding termination an extension by 30 days of the time in which to make payment without termination related penalties and fees, as long as said User otherwise is current on monthly water and sewer bills. Customers may use this time extension only once within a 12-month period. This once-a-year extension does not apply to terminations due to checks returned for insufficient funds.

IX. TERMINATION OF SERVICE.

Charges for service shall be billed monthly. 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 a one-time late charge equal to interest of ten percent (10%) of the unpaid balance will be charged, and the District may, at its option, impose a charge for any collection costs (including without limitation, any legal fees) incurred by the District in collection of any of such unpaid amounts or charges. The District may, in its discretion, disconnect service for failure to pay all charges (including those mentioned above), Backcharges, and damages to the District's administrative building, after the 30th 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. No customer shall be disconnected who has informed the District or the District's operator of his desire to contest or explain his bill, or who has a delinquent amount of less than \$20.00. The date specified for disconnection shall be ten (10) 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 (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 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. If service to a customer is disconnected for any cause, a reconnection fee of \$35.00 shall be collected before service is again commenced at such location. In addition, if the customer has less than the currently prescribed security deposit on file, the User will be required to pay the difference between the amount on file and the deposit in effect prior to restoration of service. A User whose service has

been terminated and meter pulled due to a violation of this Rate Order may request same-day reinstatement of service upon payment of all outstanding charges payable in a form acceptable to the District and an additional \$100.00 fee received in the office of the District's operator by 4:00 p.m. For purposes of this same-day reinstatement, payment must be made at the operator's office and not via the additional payment options in Section XV. This \$100.00 fee for same-day reinstatement is in addition to any other fees owed by the User. In order for same-day reinstatement to occur, all amounts owed by the User must be brought current.

X. TERMINATION OF SERVICE UPON REQUEST OF USER.

Whenever a consumer of the District requests that water and sewer service be temporarily discontinued, he shall notify the District's Operator at least two (2) days prior to the time he desires such service discontinued. A charge of \$20.00 shall be made for discontinuing and a charge of \$20.00 for restoring water service where such service is discontinued or restored at the request of the consumer and he is not delinquent in the payment of any bill at the time of either request.

XI. ACCOUNT TRANSFER FEE.

A fee of \$10.00 shall be charged by the District to cover the expense to the District of the transfer of water and sewer from the builder of any housing unit to its initial occupant and to each subsequent occupant. This fee shall cover the establishment of an account to provide service to the new occupant. The transfer fee shall be billed to each new occupant as an item on that customer's first monthly bill for water and/or sewer service.

XII. RETURNED CHECK CHARGE.

The District will charge a \$25.00 fee to any customer for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check which is returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by Section VIII.

XIII. SECURITY DEPOSITS.

A deposit of \$100.00 shall be collected from customer connected to the District's water system. Each time a User is disconnected, he shall pay an additional deposit of \$25.00 until the amount of the deposit being held is \$300.00. Such sums shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service. No interest will be allowed on deposits. Deposits are not required for active members of the military.

XIV. BUILDER DEPOSITS.

A non-interest bearing deposit per lot in the amount of \$200.00 shall be required of each residential builder and a one-time deposit of \$1,500.00 for a commercial builder prior to the District's Operator making any water taps for said builder. The deposit shall be paid

by the builder when the request for the first water tap is made. The deposit described herein may be applied by the District to the cost of repair of any damage to the District's property by a builder or builder's agent or subcontractor. If at any time the deposit falls below \$200.00 for a residential lot or \$1,500.00 per commercial lot due to the payment of any charges or backcharges to the District, it shall be the builder's responsibility to reinstate the original amount of the deposit prior to the District's Operator making any additional water taps for said builder. The District will refund the deposit on a lot within 30 days after payment of the final water and sewer bill for said lot; provided however, the deposit shall be forfeited as a penalty in the event the builder violates any provision of this Rate Order or the District's Rules and Regulations Governing Sewer Lines, Sewer Connections and Water Main Connections, as amended from time to time.

XV. ADDITIONAL PAYMENT OPTIONS.

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 fee 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 Order. If any User payment is refused or returned by the processing financial institution, the District will charge the User a return item fee of \$25.00. Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Order.

XVI. UNAUTHORIZED SERVICE.

Unauthorized service from the District's water, sewer and drainage system is hereby prohibited. Any costs incurred by the District in terminating unauthorized service, including the removals of the materials used in making the unauthorized connection, will be charged to the User. No service shall be provided by the District until the entire amount of the fine, legal fees and costs incurred by the District and all regular fees for service connection are paid. Unauthorized service is that obtained without the District's prior approval, inspection or installation.

XVII. PENALTY FOR VIOLATION.

Any person, corporation or other entity who:

- A. violates any Section of this Order; or
- B. makes unauthorized use of any District services or facilities, including parks and recreational facilities; or

- C. causes damage to any District facilities, including parks and recreational facilities, by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- D. uses or permits the use of any septic tank or holding tank within the District; or
- E. violates the District's Drought Contingency Plan;

shall be subject to a penalty of \$5000.00 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.

XVIII. 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. Monthly Rebate: From month to month the Board, in its sole discretion, may grant a rebate to all Users against the monthly bill for total water and sewer usage.
- C. No Free Service. No free service shall be granted to any User for water or sewer service furnished by the District, whether such User be 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.
- D. Administrative Building: The District is the owner of an administrative building and surrounding land (the "Administrative Building") serving the residents of the District. Users may utilize the Administrative Building for private functions pursuant to the terms of the Administrative Building/Grounds Private Function Agreement, which may be obtained from the District's operator. In the event of any damages to the Administrative Building or any of the fixtures related thereto during the use of Administrative Building for a private function, the User agrees to pay for any damages upon presentation of an invoice and/or agrees to a lien in the amount of the damages to be placed against the User's property. Additionally, if the User does not pay the invoice related to damages, the District may, at its sole discretion, terminate service to the User, pursuant to Section IX of this Order entitled "Termination of Service".

XIX. SUPERSEDING ORDER.

This Order supersedes all prior orders, resolutions, and other actions of the Board concerning fees and charges for water and sewer service.

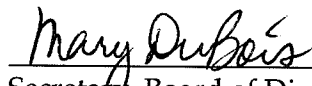
[EXECUTION PAGE FOLLOWS]

ADOPTED this 13th day of February, 2012.



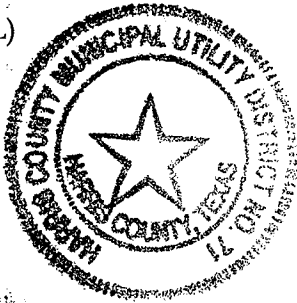
President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



**EXHIBIT B
SERVICE AGREEMENT**

1. **PURPOSE. HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 71** ("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.

2. **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.

3. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 71** (the "District") and _____ (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.
 - G. 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.
4. **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 C
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.

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

- | | |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Pressure Vacuum Breaker |
| <input type="checkbox"/> Double Check Valve | <input type="checkbox"/> 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: _____