

**ORDER ADOPTING CONSOLIDATED RATE ORDER; ADOPTING RULES AND REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ADOPTING A WASTE ORDINANCE; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATION THEREOF**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**NORTHGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1** §

WHEREAS, the Board of Directors (the "Board") of **Northgate Crossing Municipal Utility District No. 1** (the "District") has from time to time adopted certain orders ("Rate Order") and Rules and Regulations establishing the rates and conditions under which water and sanitary sewer service would be provided; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to amend the District's Rate Order to increase certain fees.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF **NORTHGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1** THAT:

**ARTICLE I**  
**DEFINITIONS**

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

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

F. **"Multi-family Units/Apartments"** - shall mean the individual dwelling units served through the Multi-family Residential/Apartment Connection's master meter and shall include townhouses, condominiums and all individual dwelling units served by a master meter.

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

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

I. **"Park and Recreational"** shall mean landscaping in esplanades, green spaces and recreational areas, and recreational facilities, existing primarily for the use and enjoyment of all or substantially all of the property owners within the District.

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

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

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

M. **"System"** - shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

## **ARTICLE II**

### **TAP FEES AND CONNECTION POLICY**

#### **Section 2.01. Initiation of Water and Sanitary Sewer Connections.**

##### **A. Requirement to Connect to The District's System.**

Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the District's System as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the sanitary sewer System and water System of the District. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the water System or sanitary sewer System without requiring connection to both the District's water System and sanitary sewer

System upon determination by the District that an acceptable alternative water source or wastewater treatment source is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the water System or sanitary sewer System without requiring connection to both, the water connection must be made at the time water service becomes available and the sanitary sewer connection must be made at the time sanitary sewer service becomes available.

### **B. Septic System and Private Water Supply Systems.**

The construction and operation of septic systems and private water supply systems within the District shall be prohibited, unless the prior written consent of the Board of Directors, on terms and conditions deemed acceptable to the Board of Directors in its discretion, is otherwise obtained and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such matters.

### **C. Payment of Fees Prior to Initiating Service.**

Each person desiring a water and sanitary sewer service connection to the District's System shall be required to pay such fees as set forth in this Order. No service shall be established or re-established until such fees are paid. All service connections are subject to the provisions of the District's Rules and Regulations and all other rules, regulations, and policies of the District.

## **Section 2.02. Policies Governing Initial Connections.**

### **A. Certification of System.**

Physical connection shall not be made to the District's System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable sanitary sewer connection (except as to water service only Customers) has been made; (ii) all inspections required pursuant to this Rate Order here have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

### **B. Availability of Access/Obstructions.**

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

**Section 2.03. Connections by District Operator.**

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

**Section 2.04. Submission of Plans for Commercial and Apartment Customer Connections.**

Each applicant for a Commercial or Apartment Customer Connection shall, not less than thirty (30) days prior to the requested connection date, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

1. Engineering drawings (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution facilities, materials to be used and the location, size and number of proposed connections to the District's System;
2. The legal description of the land to be served by the District's System and a copy of the recorded plat of same; and
3. A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the District's sanitary sewer System.

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the District's System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved drawings shall constitute a basis for denial of District services. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the District's System. Any unauthorized physical connection to the District's System may be removed without notice at the expense of the person or firm causing such connection to be made.

**Section 2.05. Builder Deposit.**

Upon first application for a Customer Connection, the applicant (whether property owner, builder or other) (the "Applicant") shall pay a security deposit in the amount of \$1,000.00 (which deposit shall apply to all connections of such Applicant, whether one or more) (the "Builder Deposit"). The Builder Deposit is solely to secure the payment of costs to repair any District facilities damaged by the Applicant or other parties

during the construction of the house, building or other improvement on the applicable property ("Builder Damages"). The applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

Pre and post inspections shall be conducted by the District's Operator and a fee of \$70.00 shall be charged to the Customer for each pre and post construction inspection. The District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Applicant's construction activities. If the Builder Deposit is not sufficient to pay for such Builder Damages, the Applicant shall pay such outstanding balance due. No additional connections to the District's System shall be permitted relative to any Applicant who has outstanding Builder Damages. If Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$1,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$1,000.00 Builder Deposit.

The District shall refund the Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant and final inspection by the District's Operator. No interest will be paid by the District on the Builder Deposit.

#### **Section 2.06. Policies Governing Commercial Connections**

A. **Grease Traps/Sampling Wells.** All Commercial Customers shall install a sampling well in accordance with the District's Engineer's specifications. A grease trap with sampling port when required by the District's Engineer and Operator shall be installed in accordance with the District's Engineer's specifications. If a grease trap is required, a minimum size of 1,500 gallons shall be installed, and the pavement above the grease trap is to be blocked out for 1,500 gallon grease trap in order to allow for expansion, if necessary. All flows, except restroom facilities shall be routed through the grease trap. The grease trap shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. Each Customer shall be charged a fee of \$80.00 for each grease trap inspection and re-inspection.

Each Commercial Customer requiring a grease trap shall (1) install such grease trap at the Commercial Customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine pumping and disposal of the grease trap; and (3) provide the District's Operator with a copy of the manifest of a hauler licensed by the Texas Department of Licensing Regulators to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial Customer.

B. **Sand and Oil Interceptor for Gasoline Sales/Car Repair/Motorized Equipment Repair Facilities.** All gasoline sales/car repair/motorized equipment repair facilities shall install a sand and oil interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and oil interceptor. The sand and oil interceptors shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

Each Commercial Customer requiring a sand and oil interceptor shall (1) install such sand and oil interceptor at the Commercial Customer's sale expense; (2) provide the District's Operator, prior to

receiving service, with a copy of an effective and continuing contract between the customer and a hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of the manifest of a hauler licensed by the Texas Department of Licensing Regulators to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial Customer.

Each Commercial Customer under this Section 2.05(B) will also be required to install a sampling well pursuant to Section 2.05(A) hereof.

C. **Sand and Mud Interceptor for Car Wash Facilities.** All car wash facilities shall install a sand and mud interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and mud interceptors. All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s) then the car wash facility must also have floor drains in accordance with this Rate Order.

Each Commercial Customer requiring a sand and mud interceptor shall (1) install such sand and mud interceptor at the sole expense of the Commercial Customer; (2) provide the District's Operator, prior to receiving service with a copy of an effective and continuing contract between the customer and a licensed hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a manifest by a hauler licensed by the Texas Department of Licensing Regulators to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial Customer. Each Commercial Customer under this Section 2.05(C) will also be required to install a sampling well pursuant to Section 2.05(A) hereof.

D. **Printing and Photo Processing.** Printing and photo processing facilities shall install a ground water monitor well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all printing and photo processing chemicals shall be collected in sealed containers and hauled away for processing.

Each printing and photo processing Commercial Customer shall (1) provide the District's Operator, prior to receiving service with a copy of an effective and continuing contract between the customer and a licensed hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine disposal; and (2) provide the District's Operator with a copy of a manifest by a hauler licensed by the Texas Department of Licensing Regulators to evidence regular disposal. Each Commercial Customer under this Section 2.05(D) will also be required to install a sampling well pursuant to Section 2.05(A) hereof.

E. **Medical Waste.** Each medical Customer shall install a ground water monitor well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all medical waste shall be collected in sealed containers and hauled away for processing.

Each medical Commercial Customer shall (1) provide the District's Operator, prior to receiving service with a copy of an effective and continuing contract between the customer and a licensed hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine disposal; and (2) provide the District's Operator with a copy of a manifest by a hauler licensed by the Texas Department of Licensing Regulators to evidence regular disposal. Each Commercial Customer under this Section 2.05(E) will also be required to install a sampling well pursuant to Section 2.05(A) hereof.

F. **Lint Interceptor for Laundry/Dry Cleaning.** Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the lint interceptor. The lint interceptors shall be cleaned daily.

Each Commercial Customer requiring a lint interceptor shall install such lint interceptor at the Commercial Customer's sole expense.

G. **Landscaping/Nurseries.** Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms. Discharging fertilizers, herbicides pesticides into the District's sanitary sewer is prohibited.

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

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

#### **Section 2.07. Tap Fees.**

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

(A)	<b>3/4" by 5/8" Residential connection</b>	<b>\$1,500.00</b>
(B)	<b>Nonstandard Residential connection (other than 3/4" by 5/8" water tap)</b>	<b>Actual cost plus 200% of such costs</b>
(C)	<b>Commercial and Apartment Connections</b>	<b>Three times the District's actual cost</b>
(D)	<b>Nontaxable Entity connection</b>	<b>District's cost of installation and materials, plus \$0.08 per square foot of land area, as reflected by the plat or other legal description of the tract to be served, provided that the total of all such amounts shall not be greater than the actual costs to the District for such work</b>

**and for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.**

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|---|---|
| <p><b>(E) Fire Line connection</b></p> <p><b>(F) Park and Recreational connection</b></p> | <p><b>Three times the District's actual cost</b></p> <p><b>District's cost of installation and materials.</b></p> |
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**Section 2.08. Inspections and Fees.**

**A. Sewer Inspection and Fees.**

Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$100.00 shall be charged for Residential Customer Connections; and an inspection fee of \$100.00 for Commercial, Nontaxable Entity and Apartment Customer Connections. The sanitary sewer inspection fees shall be payable at the time of application for service. A fee of \$80.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Sanitary sewer connections and service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and the District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said rules will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a sanitary sewer connection re-inspection shall be made upon payment to the District of a re-inspection fee of \$100.00 for Residential Customer Connections and \$100.00 for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent re-inspections are required before the sanitary sewer connection and service lines are found in compliance with the District's rules, an additional sanitary sewer re-inspection fee of \$100.00 for Residential Customer Connections and \$100.00 for Commercial, Nontaxable Entity and Apartment Customer Connections shall be charged for each such re-inspection.

**B. Customer Service Inspection Fees.**

Customer Service Inspection Certification. Prior to the District providing continuous water service to (1) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or other unacceptable potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$115.

For Commercial (including Apartment) Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of District's cost, plus 25%.



Should a Customer fail to provide to the District a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

**C. Inspections and Fees Applicable to Builders and Others Making Improvements and Starting Construction.**

Any person or entity proposing to make improvements or start construction on property within the District must notify the District's Operator prior to commencing any improvement or construction if such improvement, construction, or equipment used in the construction will be within easements, rights-of-way or property where District facilities are located. The District's Operator shall conduct an inspection prior to the commencement of construction to verify the condition of the District's facilities. The District's Operator shall conduct another inspection after completion of construction to again verify the condition of the District's facilities. If the Operator finds that the facilities have been damaged as a result of the construction, the builder or other responsible party must reimburse the District for the costs of the repair before the District will initiate permanent service to the affected property. A fee of \$50.00 shall be charged by the District to cover the cost of each inspection. The inspection fees will be collected at the time the tap fee is paid.

**D. Inspection of District Facilities .**

In accordance with applicable rules of the Texas Natural Resource Conservation Commission, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A fee of \$50.00 shall be charged by the District to cover the costs of such inspections, which fee will be due and payable at the time the tap fee is paid.

Each builder of a residence shall, at the time a request for a water tap is made, pay a deposit of \$250 for each residence. Each builder/contractor of a commercial or multi-family project shall at the time a request for a water tap is made, pay a deposit of \$2,500 for each commercial or multi-family project. The deposit shall be refunded within ninety (90) days after the builder certifies the sale of its last residence, commercial building or other structure within the District, less any amounts forfeited as provided herein. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are so deducted from the builder's deposit, it will be incumbent on the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.

**E. Grease Trap Inspections.**

Each Customer requiring a grease trap shall: (1) install such grease trap in accordance with City of Houston standards and approved by the District's Operator and Engineer, at the sole expense of the Customer; (2) provide the District, prior to receiving service, with a copy of an effective and continuing contract between the Customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposals within ten (10) days after receipt by the Customer. In addition, no less often than once per month, the Customer shall meet with the District's Operator to review the above items and inspect the grease trap. Customer shall be assessed a fee of \$80.00 for grease trap inspections.

In the event the Customer fails to have the grease trap cleaned on a timely basis, following ten (10) days written notice, the District shall be authorized to clean the Customer's grease trap and deduct such cost from the Customer's deposit. Such cost shall be billed to Customer with the next monthly water bill.

**F. Inspection of Backflow Prevention Devices.**

Each Customer shall comply with Section 3.06 of the District's Rules and Regulations set forth in Appendix A attached hereto. In instances where the District Operator performs an inspection of the backflow prevention device, the Customer shall be assessed a fee of \$125 for said inspection.

**Section 2.09. Defective House Service Lines.**

Defective house service lines at the point of connection to the District's main sewer resulting in infiltration and inflow to the District's sanitary sewer system are prohibited. Customers with defective house service lines and/or defective physical connections causing inflow and infiltration to the District's sanitary sewer system are required, upon notification by the District's Operator, to repair the defective service line and/or physical connection. Repairs must be conducted in accordance with the District's Rules and Regulations Governing Water, and Sanitary Sewer Facilities, Service Lines and Connections and must be inspected by the District's Operator prior to backfill. If the Customer fails to repair the defective house service line and/or defective connection, after notice by the District; the Customer's water service shall be terminated in accordance with this Rate Order and service shall not be restored until the Customer makes the necessary repairs and/or provides the District with a plan of action for the repairs.

If during the investigation of a sink hole or sewerage backup, the District's Operator confirms after excavating the sewer line that the infiltration in the sanitary sewer line is caused by a defect or problem in the Customer's house service line at the point of connection to the District's sanitary sewer line, the District's Operator, with the consent of the Customer, shall repair the house service line at the point of connection to the District's sanitary sewer line while the sanitary sewer line is excavated. The cost of the repair will be added to the Customer's water and sewer bill and may, at the Customer's request be paid in installments not to exceed twelve (12) installments. If payment of the repair is not made, then the Customer's water service will be terminated in accordance with this Rate Order.

**Section 2.10. Title to Facilities.**

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

**ARTICLE III**  
**SERVICE RATES**

**Section 3.01. Temporary Water Service.**

Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$1,500.00 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$100.00 for costs of installation, plus \$2.00 per 1,000 gallons of water delivered through the meter. Temporary water service may be supplied outside the area of the District only with the express authorization of the Board of Directors of the District.

**Section 3.02. Application and Deposit.**

Each Customer establishing a new account for single-family residential service shall be required to complete an Application for Service as set forth in Attachment 1 to this Rate Order, and pay an application fee of \$40.00.

Each Customer establishing a new account or re-establishing an account for commercial or multi-family service shall be required to complete an Application for Service as set forth in Attachment 2 to this Rate Order. For commercial accounts with single meters serving multiple tenants, the Customer shall provide the District with a list of tenants at the time service is initiated. Thereafter, the customer shall provide the District with a list of tenants annually on or before January 31 of each year.

Each prospective Customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. A non refundable application fee of \$40.00 shall be charged for each Customer. In addition, upon application for service, each Customer shall complete the Customer Confidentiality Form. Customer shall be assessed a fee of \$10.00 for handling and processing the Customer Confidentiality Form.

Each Residential Customer who is a homeowner shall pay a security deposit of \$100, with an additional deposit of \$50 for each occurrence, should water or sanitary sewer service be terminated for nonpayment, for a total security deposit not to exceed \$300; each Residential Customer who is a renter shall pay a security deposit of \$150, with an additional deposit of \$50 for each occurrence, should water or sanitary sewer service be terminated for nonpayment, for a total security deposit not to exceed \$350. Each Apartment Customer served by a separate meter, shall pay a security deposit of \$50.00; and each Commercial Customer and each Apartment Customer served by a master meter, shall pay a security deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District Engineer utilizing City of Houston criteria regarding usage, or \$50.00, whichever is greater. Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit.

**Section 3.03. Residential Water and Sewer Rates.****Residential Water Rates**

The following rates per month, or any part thereof, shall be charged for Residential water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

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|-----|--|---------|
| (a) | Minimum monthly charge for up to 10,000 gallons of water metered                 | \$12.50 |
| (b) | For each 1,000 gallons of water metered over 10,000 gallons up to 20,000 gallons | \$ 1.50 |
| (c) | For each 1,000 gallons of water metered over 20,000 gallons                      | \$ 1.75 |

**Residential Sewer Rates.**

The following rate per month, or any part thereof, shall be charged for Residential sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- |     |  |         |
|-----|--|---------|
| (a) | Minimum monthly charge for up to 20,000 gallons of water metered | \$45.00 |
| (b) | For each 1,000 gallons of water metered over 20,000 gallons      | \$ 2.50 |

**Section 3.04. Commercial Water and Sewer Rates.****Commercial Water Rates**

The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- |     |  |         |
|-----|--|---------|
| (a) | Minimum monthly charge for up to 10,000 gallons of water metered                 | \$75.00 |
| (b) | For each 1,000 gallons of water metered over 10,000 gallons up to 20,000 gallons | \$ 2.50 |
| (c) | For each 1,000 gallons of water metered over 20,000 gallons                      | \$ 3.50 |

**Commercial Sewer Rates**

The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

- (a) Minimum monthly charge for up to 20,000 gallons of water metered \$75.00
- (b) For each 1,000 gallons of water metered over 20,000 gallons \$ 2.50
- (c) For each grease trap installed, there shall be charged a monthly flat rate inspection fee of \$80.00

Any re-inspection required shall be charged at the same rate)

**Section 3.05. Apartments Water and Sewer Rates.**

**Apartment Water Rates**

The following rates per month, or any part thereof, shall be charged per unit for water service to Apartment units served by separate meters:

- (a) Minimum monthly charge for up to 10,000 gallons of water metered \$17.50
- (b) For each 1,000 gallons of water metered over 10,000 gallons up to 20,000 gallons \$ 2.00
- (c) For each 1,000 gallons of water metered over 20,000 gallons \$ 2.50

Apartment units served by a master meter shall be charged as follows:

- i. The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder.
- ii. The rates specified above shall then be applied to such average usage to determine the charge per unit.
- iii. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged.
- iv. Notwithstanding the foregoing, during the first sixty days after the date of initial connection to the District's System, Apartment units serviced by a master meter shall be charged for water usage at the rate of \$1.50/1,000 gallons. Beginning the first day of the next billing period after 60 days, the above-described rates for Apartments served by separate meter will apply.

**Apartment Sewer Rates**

The following rates per month, or any part thereof, shall be charged per unit for sanitary sewer service to Apartment units served by separate meters:

Monthly Flat Rate: \$30.00

Apartment units served by a master meter shall be charged as follows:

- i. The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder.
- ii. The rates specified above shall then be applied to such average usage to determine the charge per unit.
- iii. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged.
- iv. Notwithstanding the foregoing, during the first sixty days after the date of initial connection to the District's System, Apartment units serviced by a master meter shall be charged for sewer usage at the rate of \$1.50/1,000 gallons. Beginning the first day of the next billing period after 60 days, the above-described rates for Apartments served by separate meter will apply.

**Section 3.06. Parks and Recreational Facilities Water and Sewer Rates.**

**Parks and Recreational Facilities Water Rates**

The following rate per month, or any part thereof, shall be charged for Park and Recreational Facilities water service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

\$1.00 per 1,000 gallons of water metered

**Parks and Recreational Facilities Sewer Rates**

The following rate per month, or any part thereof, shall be charged for Park and Recreational Facilities sanitary sewer service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

\$1.00 per 1,000 gallons of water metered.

If no facilities requiring sanitary sewer service are located at the particular Park and Recreational Facility, then no monthly rate for such service shall be charged.

**Section 3.07. Bulk Users.**

The water and sanitary sewer service rates set forth above shall not be construed to prevent the District from furnishing water and/or sanitary sewer service to any Customer at a bulk rate if deemed advisable by the District, with such rate to be determined on a case by case basis.

**Section 3.08. Storm Water and Drainage Fee.**

The District shall include each month on all Customers' water bills a storm water and detention pond fee of \$1.00 for single family residential Customers' bill; and \$15.00 per connection for all other Customers.

**Section 3.09. Regulatory Assessments and Fees.**

The regulatory assessments and fees imposed pursuant to this Section 3.08 shall be billed and collected in the manner set forth in this Rate Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

**A. Texas Commission On Environmental Quality Assessment.**

The water and sanitary sewer service rates set forth above do not include a regulatory assessment equal to one of one-percent of the charge for water and/or sewer service, as provided by Section 5.235(n), Texas Water Code, as amended. Such assessment shall be added to each Customer's bill.

**B. North Harris County Regional Water Authority Well Pumpage Fee.**

The District lies within the boundaries of the North Harris County Regional Water Authority (the "Authority") and is subject to well pumpage fees imposed by the Authority for each 1,000 gallons of water pumped from the District's water well(s) . In order to collect from the District's Customers sufficient funds to pay the Authority's well pumpage fees, the District shall add to each Customers' bill the Authority's pumpage fee plus 10% (of such fee to cover the cost for water loss due to leaks). Failure by a customer to pay such pumpage fee will result in the termination of water service as set forth in this Order. The water and sanitary sewer service rates set forth above do not include the fee imposed hereunder.

**Section 3.10. Voluntary Donations.**

From time to time there may be added to the water and sewer bill a line item for a voluntary donation to the emergency medical service serving the District or the voluntary fire department. Payment by a Customer of the voluntary donation is strictly voluntary and a Customer's water service is not subject to termination if a Customer chooses not to pay the voluntary donation.

**ARTICLE IV  
POLICIES GOVERNING SERVICES**

**Section 4.01. No Reduced Rates or Free Service/Initiation of Services.**

All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Upon initiation of services, Customer's will be provided a Confidentiality Notice, and a processing fee of \$10.00 will be charged for the Confidentiality Notice. For service account transfer, a processing fee of \$40.00 will be charged to Customer.

**Section 4.02. Entitlement.**

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

**Section 4.03. Payment/Delinquency in Payment; Penalty; Discontinuation and Termination of Service.****A. Full Payment Required.**

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

**B. Penalty for Failure to Pay Bill Before Delinquency.**

A charge of ten per cent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$15.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon shall be immediately due and payable. Failure to pay the Delinquent Bill will result in the termination of water and sewer service. If service is discontinued, it shall be reinstated only upon payment in full of all amounts due, including any late charges, the security deposit set forth in this Rate Order, and a disconnect charge of **\$30.00**, a reinstatement charge of **\$60.00**, and a charge of **\$15.00** for the cost to the District to issue the delinquent notice. If the District pulls or removes a Customer's meter due to tampering, including but not limited to unauthorized re-initiation of service, a charge of **\$75.00** shall be added to the Customer's bill. Additionally, a **\$60.00** re-installation fee shall be added to the Customer's bill to reinstall the meter if it is removed pursuant hereto.

**C. Notice and Appeal.**

Prior to termination of service, a Customer who is delinquent in payment shall be sent a notice that service will be discontinued unless payment in full is received. Notice shall be sent by first class United States mail and will provide the Customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of the District to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the Customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the right to contest, explain, or correct the charges, services, or disconnection. **Service shall not be disconnected where a Customer has informed the District or the District's Operator in writing of his or her desire to contest or explain his bill.** If the Customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice to the Customer by first class United States mail stating whether service will be continued or disconnected. If service is discontinued, it shall be reinstated only upon payment in full of all amounts due, including any late charges, and the fees set forth in Section 4.03 (B).

A \$35.00 charge will be charged to the Customer's account for any check returned by the bank. Any amounts due on an account which have been paid with a check that has been returned by the bank must be paid in full by cash, cashier's check or money order, including all late charges and returned check charges, within five



(5) days from the day the Operator hangs a notice on the Customer's door or otherwise notifies the Customer that the check has been returned by the bank.

**D. Refund of Deposit.**

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

**E. Discontinuing Service Upon Request of a Customer.**

Whenever a Customer of the District requests that water and sewer service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired. A charge of \$25.00 shall be made for restoring water service when such service is discontinued and restored at the request of the Customer and he is not delinquent in the payment of any bill at the time of either request. Temporary discontinuation of service requested by a Customer to enable Customer to make plumbing repairs within the facility served shall be performed by the District for a charge of \$25.00 to the Customer.

**Section 4.04. Damage to District Facilities/Right to Repairs/Obstructions**

**Damage to Meters and Appurtenances.**

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 appurtenance of the District's System. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Customer whose meter, meter box, service line or other System appurtenance has been tampered with or altered in any way, or who has reconnected service which was terminated by the District. The District shall assess repair costs to Customer plus a damage fee of \$100.00.

**Right to Repair.**

In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair any damage to the District's System and appurtenances, including specifically, but not limited to, the District's levee and stormwater detention and pumping facilities, without prior notice, and to assess against any Customer responsible for such damage such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the System so damaged.

**Obstructions.**

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 may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer or storm sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the sanitary sewer or

storm sewer System resulting from a Customer's failure to prevent obstructions from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units or storm sewers, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

**Section 4.05. Unauthorized and Extraordinary Waste.**

The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the District's System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the System occasioned as a consequence of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the System. All Customers of the District's sanitary sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 6 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

**Section 4.06. Plumbing Regulations.**

The following plumbing regulations are, pursuant to Texas Commission on Environmental Quality regulations applicable to all Customers of the District:

(i) No direct connection between the District's water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the District's water System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Natural Resource Conservation Commission requirements and/or as otherwise required by the District in its reasonable discretion;

(ii) No cross connection between the District's water System and any private water system shall be permitted, and any potential threat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the District's water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the public drinking water supply is permitted;

(v) The use of pipes and pipe fittings that contain more than 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water supply System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the District's water supply System. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the District's water System. The existence of a serious threat to the integrity of the District's water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the District's water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.12(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.12(d) as is set forth in Section 4.02 hereof.

#### **Section 4.07. Backflow Prevention Requirements.**

No water connection from the District's System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the District's System is protected from contamination.

The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Natural Resource Conservation Commission requirements and/or as otherwise required by the District in its reasonable discretion. The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Natural Resource Conservation Commission and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester pursuant to Texas Natural Resource Conservation Commission regulations and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) For each backflow prevention assembly required to be installed pursuant to this Order, it shall be the responsibility of the Customer to have such assembly tested upon installation and periodically thereafter as required by Subsection (ii) above, and to submit to the District for recordkeeping purposes within seven (7) days after each such test a signed and dated original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B", completed by a recognized backflow prevention assembly tester. The District may from time to time conduct an inspection backflow prevention assemblies. The Customer shall be charged \$125.00 for each such inspection.

(iv) If a Customer fails to comply with the requirements of this Section 3.12(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

**Section 4.08. Storm Sewer System, Stormwater Detention and Pump Station and Levee.**

The use of the District's storm sewer System is limited solely to storm waters. No other liquids or solids, including but not limited to, grass or yard clippings, trash, construction materials, oils or grease, shall be introduced into the District's storm sewer System. The use of the District's stormwater detention and pump station facilities and levee is limited solely to flood protection purposes. It shall be a violation of this Order to introduce unauthorized material, whether liquid or solid, into the District's storm sewer System or to enter upon, across or over the District's stormwater detention and pump station facilities or levee for any reason other than flood control purposes, and the District reserves the right to assess such penalties as provided in this Order and/or to pursue any other remedies available under State law to and against any person, corporation, or other entity who makes such unauthorized use of said facilities and the District's System.

**Section 4.09. Penalties for Violation; Attorney's Fees and Court Costs.** Any person, corporation or other entity who:

(1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District, including the Waste Order; or

(2) makes unauthorized use of District services or facilities; or

(3) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$5,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 6 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 6 shall be in addition to such other penalties as are provided in this Order or any order regulating waste heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law.

Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended.

In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

**ARTICLE V**  
**ADOPTION OF RULES AND REGULATIONS CONCERNING**  
**WATERWORKS AND SANITARY SEWER SYSTEM**

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

**ARTICLE VI**  
**DROUGHT CONTINGENCY PLAN**

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

**ARTICLE VII**  
**RULES AND REGULATION CONCERNING**  
**DOMESTIC AND COMMERCIAL WASTES**

The Board of the District hereby adopts the Rules and Regulations Concerning Domestic and Commercial Wastes, attached hereto as Appendix "C" and incorporated herein for all purposes.

**ARTICLE VIII**  
**SOLID WASTE FOR RESIDENTIAL CUSTOMERS**

The District may contract with an independent contractor to provide for solid waste and trash collection for residential Customers within the District. If the Board of the District determines that it is in the best interest of the District to contract for solid waste and trash collection, the fee for such service, as established by contract, shall be included on the water and sewer service bill. Failure to pay the solid waste and trash collection service on or before the due date indicated on the water and sewer service bill shall result in the assessment of a 10% penalty on the unpaid balance of the bill for solid waste and trash collection as well as termination of service under the provisions of Article IV this Order.

**ARTICLE IX**  
**ENFORCEMENT/CIVIL PENALTIES**

**Section 9.01. Enforcement.**

**A. Civil Penalties.**

The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to \$5,000. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.

**B. Liability for Costs.**

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

**Section 9.02. Non-waiver.**

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

**Section 9.03. Appeal.**

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

**ARTICLE X**  
**MISCELLANEOUS**

**Section 10.01. Amendments .**

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

**Section 10.02. Severability.**

The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or

unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

**Section 10.03. Headings** .

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

**ARTICLE XI**  
**REPEAL OF PREVIOUS ORDERS**

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

**ARTICLE XII**  
**EFFECTIVE DATE**

**This Order shall be effective upon adoption.**

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

**PASSED, ADOPTED, ORDERED and APPROVED July 12, 2018.**

/s/ Jason B. Williams  
President, Board of Directors

ATTEST:  
/s/ Tracy Wilkerson  
Secretary, Board of Directors

**LIST OF APPENDICES AND EXHIBITS**

- Exhibit 1 - Residential Application for Service
- Exhibit 2 - Commercial Multi-Family Application for Service
- APPENDIX "A" - Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections
  - Exhibit 1 - Plumber's Certificate
  - Exhibit 2 - Service Inspection Certification
  - Exhibit 3 - Backflow Prevention Assembly Test and Maintenance Report
  - Exhibit 4 - Customer Service Agreement
  - Exhibit 5 - Sanitary Sewer Inspection Form
- APPENDIX "B" - Drought Contingency Plan
- APPENDIX "C" -



**EXHIBIT "1"**  
**TO RATE ORDER**

**APPLICATION FOR SERVICE**  
*(Please print or type)*

*Duplicate to  
(address)*

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

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

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

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

\_\_\_\_\_ *Own*      \_\_\_\_\_ *Lease*      *(provide evidence of ownership or lease agreement)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1  
**EXHIBIT "2"**  
**TO RATE ORDER**  
NORTHGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1  
APPLICATION FOR SERVICE

The attached Application along with an application fee made payable to Northgate Crossing Municipal Utility District No. 1 (the "District") in the amount of (1) \$2,500, if requesting service to property located within the District and (2) \$5,000, if requesting service to property located outside the District, should be completed and submitted to the District's Engineer, Edminster Hinshaw Russ & Associates 10555 Westoffice Drive, Houston, Texas 77042.

Upon receipt of the attached Application and application fee, the Engineer shall present your request to the Board of Directors of the District and obtain authorization for the District's consultants to begin evaluating your request. The application fee will be used to cover the expenses incurred by the District for the preliminary evaluation by the consultants as to whether the District's facilities can accommodate your proposed project.

The Board of Directors reserves the right to request additional deposit monies from you should the initial deposit not be sufficient to cover anticipated consultant costs during the review. If additional monies are not produced when requested, then all review work will be stopped and this application will become null and void upon ten (10) days written notice to the Applicant. Upon completion of the review by the District, the remaining portion of the application fee will be returned to you upon written request filed with the District no later than 180 days after installation of the tap or denial of water and sewer availability by the Board of Directors.

Other pertinent facts and information you should know and be agreeable to are listed hereafter and should be read carefully before submitting your Application.

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

Any party requesting service from the District shall be required to submit an Application to the Board of Directors for consideration. Commitments shall not be issued for more than one (1) year from the date of issuance.

Commitments are assignable only upon written approval of the Board of Directors of the District.

**APPLICATIONS SHALL NOT BE CONSIDERED FOR PROPERTY WITH DELINQUENT TAXES.**

No construction may begin on any improvements until all fees required by the District have been paid.

Applicant must provide the District's Engineer with two copies of the plans and specifications for the water, sewer and drainage for review and approval. Construction of said facilities may not begin until approved by the District's Engineer.

Construction of the water, sewer and drainage facilities must begin prior to the expiration date contained in the commitment and diligently pursued thereafter. Applicant is required to provide the District with periodic written progress reports (at thirty (30) day intervals) advising the Board of Directors as to the status of progress to completion of construction.

All tracts of land receiving service must be platted through the City of Houston, Harris County and other appropriate agencies prior to utility service being provided by the District.

**SERVICE WILL NOT BE PROVIDED UNTIL THE DISTRICT'S ENGINEER HAS BEEN PROVIDED WITH A COPY OF THE RECORDED PLAT OR A LETTER FROM THE CITY OF HOUSTON INDICATING THAT IT IS NOT NECESSARY TO RECORD A PLAT FOR THE TRACT OF LAND.**

Applicant must make arrangements to extend the necessary trunk water, sanitary sewer and drainage facilities to serve its property in areas where such facilities do not exist. All temporary and permanent arrangements for sewer and water service must be worked out in advance of construction with the District's Engineer or Operator.

Applicant, at its sole cost, must convey all necessary easements and rights-of-way to the District with all lienholder subordinations.

All utility lines constructed that are not in permanent acceptable easements, or which lie within private developments (apartments, condominiums, etc.) shall remain the permanent property of the landowner and shall remain such owner's permanent maintenance responsibility.

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

Any change of utilization to the previously approved use of the property covered by this application shall terminate any commitments issued unless otherwise approved by the District in writing.

Service shall be extended to a tract in accordance with the then current Order Setting Water and Sewer Tap Fees and Setting Service Rates and Rules and Regulations Governing Waterworks and Sanitary Sewer System, including the payment of any tap fee.

**ALL COMMERCIAL DEVELOPMENTS WILL BE REQUIRED TO INSTALL GREASE TRAPS, UNLESS WAIVED BY THE BOARD OF DIRECTORS.**

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

All legal, engineering and other costs associated with the annexation shall be paid by the Applicant.

All costs of constructing the water, sanitary sewer and drainage facilities to serve the property shall be paid by the Applicant.

The District's existing sewage treatment plant currently is sufficient to serve only the projected development of the land currently located within the District. Applicant shall be required to finance all costs

related to whatever expansion to the District's sewage treatment plant is necessary to serve the annexed property. Such costs shall be secured by an irrevocable letter of credit, in form satisfactory to the District, drawn on a bank located in Harris County, Texas. Such letter of credit shall be deposited with the District at the time Applicant begins construction of any utilities to serve its property.

The same restrictions and procedures as described in 3 above shall apply to the District's water production facilities, if it is determined that the District does not have sufficient surplus water supply to serve Applicant's proposed development.

All utility facilities proposed to be owned and operated by the District shall be designed by and construction supervised by the District's engineer.

All contracts let for the construction of public utilities shall be let in the name of the District and shall be supervised by the Board of Directors. All payments, however, shall be solely the responsibility of the Applicant.

At the time the Bonds are sold Applicant shall waive any special use valuations including agricultural, open space or business inventory value for the property being served by the facilities being financed by such bond issue.

The terms and conditions of the annexation agreement shall be recorded at the time of annexation and shall be binding upon any future purchaser and any lender.

Whether the Applicant has a known use for the annexed tract will impact the Board's decision on whether to annex the tract.

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

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

Applicant shall submit to the District a current title commitment.

The petition to the City of Houston for its consent to the annexation and the annexation petition to the District shall be prepared by the District's attorney.

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

Applicant shall be aware of District's Rate Order covering water and sewer rates and discharges to the sewer. Copies of Rate Order are available from the District.

APPLICATION FOR SERVICE

Type of Application:    \_\_\_ Residential    \_\_\_ Commercial

Name of Business: \_\_\_\_\_

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

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

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

Estimated date construction to begin: \_\_\_\_\_

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

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

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

Wastewater/Water Capacity Required  
(Gallons/Day): \_\_\_\_\_

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

By executing and filing this Application for Service, Applicant(s) certifies that he/she has read the policies and procedures for obtaining service in the District and that he/she understands and agrees to comply with the policies and procedures.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Please attach a small map to the application indicating proposed location of project, and boundaries of subject tract.  
Applicant agrees that it shall notify the District if any of the above information should change during the

Application process. This Application along with the requisite deposit must be submitted to Edminster Hinshaw Russ & Associates with a copy thereof to the District's attorney, SKLaw, 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056.

=====

**For District Use Only**

Operator's recommendation:

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

Engineer's recommendation:

\_\_\_\_\_

Attorney's recommendation:

\_\_\_\_\_

Is Annexation Required:

\_\_\_\_\_

Amount of Service recommended:

\_\_\_\_\_

Tap Fee Required:

\_\_\_\_\_

Additional Considerations:

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

Approved \_\_\_\_\_ Denied \_\_\_\_\_

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

\_\_\_\_\_  
Signature, President, Northgate Crossing Municipal Utility No. 1

6  
APPENDIX A

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

THE STATE OF  
TEXAS  
§  
COUNTY OF  
HARRIS  
§  
NORTHGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1 §

**ARTICLE I.**  
**PURPOSE**

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

**ARTICLE II.**  
**GENERAL**

**Section 2.01. Definitions.**

1. **Customer** is any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District with water and/or sewer services to a residence or business establishment.
  
2. **District** is Northgate Crossing Municipal Utility District No. 1 of Harris County, Texas, a political subdivision of the State of Texas.

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

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

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

6. **Rate Order** shall mean the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof which may be amended from time to time.

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

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

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

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

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

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

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

13. **Utility Easement** is an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter



thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

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

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

**16. Water Service Line** is any line from a residential dwelling or commercial building, which connects to the District's Water Supply System. This service line is owned and maintained by the property owner of the residential dwelling or commercial structure.

**17. Water Tap** is the physical connection of any Water Service Line to the District's Water Supply System. Such connection will be made only by the District's Operator.

**Section 2.02. Platting Requirement.**

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

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

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

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

**ARTICLE III.  
WATER CONNECTIONS**

**Section 3.01. Water Tap Materials.**

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

1. Any meter approved by the City of Houston;

2. Brass curb stops, corp stops, and related fittings manufactured by Ford, Hays or Muller;
3. Polyethylene water service pipe, 3/4" to 2";
4. Cast iron or vinyl iron (C-900) water service pipe, larger than 2";
5. Water main pipe of the type originally installed;
6. Plastic meter box up to 2" meter;
7. Concrete meter box, where traffic use is specified; and
8. Concrete meter vault per City of Houston specifications for 3" and larger meter.

**Section 3.02. Plumbing Material Prohibitions.**

**A. Prohibited Materials.**

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

1. any pipe or pipe fitting which contains more than 0.25% lead; and
2. any solder or flux which contains more than 0.2% lead.

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

**B. Certificate of Compliance.**

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

**Section 3.03. Installation.**

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

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

**Section 3.04. Customer Service Inspection Certifications.**

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

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

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

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

**D.** The Customer Service Inspection Certification shall certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District's Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing regulations.
2. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
4. No pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities.
6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

**Section 3.05. Prohibited Connections.**

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

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

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

**Section 3.06. Backflow Prevention Assemblies.**

**A.** Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator reasonably believes poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a back flow prevention assembly in

accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided or continued to any new connection in the District which requires a backflow prevention assembly, unless the Customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report") , as described in Exhibit "3" attached hereto. At the request of the customer, the District's Operator may, on behalf of the District, install the backflow prevention assembly and complete the Test Report at the Customer's cost.

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

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

1. The "General Tester" is qualified to test and repair backflow prevention assemblies on any domestic, commercial, industrial or irrigation service.

2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

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

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

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

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

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

### **Section 3.07. Customer Service Agreements.**

**A.** The District is responsible for protecting its Water Supply System from contamination or pollution which can result from unacceptable plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify Customers of the plumbing restrictions which are in place, each Customer shall be required to sign a Customer Service Agreement, as described in Exhibit "4" attached hereto, before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of a Customer Service Agreement.

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

**B.** The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

**C.** The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.

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

**E.** The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

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

#### **ARTICLE IV.** **SANITARY SEWER CONNECTIONS**

##### **Section 4.01. Sanitary Sewer Service Line Installation.**

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

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

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

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

**Section 4.02. Sanitary Sewer Service Line Materials.**

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

1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
3. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) and installed according to ASTM D2321.
4. Ductile Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.
5. Acrylonitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

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

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

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

B. The minimum grades for Sanitary Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - 14 inch drop per hundred feet (1.2%) ;
2. 6 inch pipe - - - 8 inch drop per hundred feet (0.7%) ; and
3. 8 inch pipe - - - 5 inch drop per hundred feet (0.4%) .

C. The maximum grades for Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - two and one-half feet drop per hundred feet (2.5%) ;
2. 6 inch pipe - - - one and one-half feet drop per hundred feet (1.5%) ; and
3. 8 inch pipe - - - one foot drop per hundred feet (1%) .

**Section 4.04. Connection of Building Sewer Outlet.**

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

#### **Section 4.05. Fittings and Cleanouts.**

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

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

- A. Sanitary Sewer Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) any Water Service Line (far side or near side connection) . If this is not possible, a cast iron casing over the Water Service Line must be installed by the Customer, which casing will be inspected by the Operator.
- B. Excavation for Sewer Taps shall be water tamped in all areas within 5 feet (vertically or horizontally) of any existing sewer lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.
- C. An Application for Service (a copy of which is attached as Exhibit "5") must be filed with the District's Operator prior to construction of any Sanitary Sewer Service Line, and the Tap Fee and/or Sewer Tap Inspection fee as established in the District's most current Rate Order should accompany the application. (Application forms are available from the District's Operator.) Construction of any Sanitary Sewer Service Line must not begin until the design of the Sanitary Sewer Service Line is approved by the District's Engineer and construction is authorized by the District's Operator.



- D.** When the Sanitary Sewer Service Line is complete, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Sanitary Sewer Service Line. Requests for inspections (or re-inspections) shall be made to the District's Operator at least twenty-four (24) hours in advance of the inspection.
- E.** The Sewer Tap shall be made only under the supervision of the District's Operator by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be watertight. No cement grout materials are permitted.
- F.** Any damage to the District's facility shall be repaired promptly by the Customer under the direction of the District's Operator. Major damage will be repaired by the District's Operator at the Customer's expense.
- G.** Backfilling of a Sanitary Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. Backfill material shall be sand or loam free of large lumps or clods. No debris will be permitted in the trench or backfill.
- H.** During inspection of the Sanitary Sewer Service Line, the District's Operator will examine all District facilities, such as manholes, valves, flush valves, and inlets on and adjacent to the lot. The connection permit will not be granted until any damage to these facilities has been repaired.
- I.** The District's Operator will complete the Inspection Form (a copy of which is attached as Exhibit "6") and file it for record with the Application.
- J.** A connection permit will be issued after the Sewer Tap Inspection is performed and the District's Operator confirms that all requirements of these Rules and Regulations have been met.
- K.** Connection permits which are rejected for any deficiency shall be promptly corrected and a reinspection requested. A reinspection fee as set forth in the District's Rate Order shall be paid at the time the reinspection is requested.

**ARTICLE V.**  
**FEES AND CHARGES**

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

**ARTICLE VI.**  
**EXCLUDED FLOW AND WASTE**

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

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

**ARTICLE VII.**  
**PRIVATE WELLS/TANKS**

The construction of water wells and/or the installation of septic tanks is prohibited without prior written approval by the Board of Directors. Said approval, if granted by the Board of Directors, will state the purpose for the construction of a water well and the intended use of the water.

**ARTICLE VIII.**  
**AVAILABILITY OF ACCESS/OBSTRUCTIONS**

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

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

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

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

C. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or as a result of willful action injure, deface, or destroy any facilities that

are a part of the District's Water Supply System or Sanitary Sewer Collection System, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the local fire department shall have the right to use such flushing valves for fire protection purposes.

**D.** It shall be unlawful for any person to connect any building to the District's Water Supply System without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful for any person, other than the District's Operator or Engineer, to draw water from the District's Water Supply System (except for the use of water for firefighting purposes) without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

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

**ARTICLE X.**  
**ENFORCEMENT OF RULES AND REGULATIONS**

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

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

19  
ARTICLE XI.  
EFFECTIVE DATE

These Rules and Regulations shall become effective immediately.

**EXHIBIT "1"**  
**TO APPENDIX A**

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

I, \_\_\_\_\_, a duly licensed plumber in the State of Texas, hereby certify that the connection at \_\_\_\_\_ (the "Connection") complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Amended and Restated Rules and Regulations for \_\_\_\_\_. I further certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
4. No pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities.
6. No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code. These determinations have been made under my direction and supervision. I am aware that there are significant penalties for false certification, including the possibility of fine.

Signature

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

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

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

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

EXHIBIT "2"  
TO APPENDIX A

Service Inspection Certification

Name of District: Northgate Crossing Municipal Utility District No. 1

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

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

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

		Compliance	Non-Compliance	Certificate of Compliance on File
(1)	No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<b><u>No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<b><u>No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<b><u>No pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<b><u>No solder or flux which contains more than 0.2% lead exists in private plumbing facilities.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<b><u>No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Service Lines   Lead    Copper    PVC    Other   
Solder   Lead    Lead Free    Solvent Weld    Other

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

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

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

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

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

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

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

**EXHIBIT "3"**  
**TO APPENDIX A**  
**Backflow Prevention Assembly Test and Maintenance Report**

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

**BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT**

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

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

**TYPE OF ASSEMBLY**

- |   |  |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle<br><input type="checkbox"/> Double Check Valve<br><input type="checkbox"/> Not Needed at this Address | <input type="checkbox"/> Pressure Vacuum Breaker<br><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	
Initial Test	DC-Closed Tight <input type="checkbox"/> RP- _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight <input type="checkbox"/> RP- _____ psid	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm Name: \_\_\_\_\_ Certified Tester: \_\_\_\_\_  
Firm Address: \_\_\_\_\_ Cert. Tester No.: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "4"**  
**TO APPENDIX A**

**CUSTOMER SERVICE AGREEMENT**

**SECTION I. PURPOSE.** Northgate Crossing Municipal Utility District No. 1 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Customer Service Agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Customer Service Agreement.

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

- A. No direct connection between the District's Water Supply System and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- B. No cross-connection between the District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the District's Water Supply System is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**SECTION III. SERVICE AGREEMENT.** The following are the terms of this Customer Service Agreement between \_\_\_\_\_ (the "District") and \_\_\_\_\_ (the "Customer"):

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

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

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

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

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

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



EXHIBIT "5"  
TO APPENDIX A

INSPECTION FORM  
SANITARY SEWER SERVICE

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

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

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

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

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

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

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

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

INSTALLATION

Satisfactory Unsatisfactory

Directness to Wye \_\_\_\_\_

Slope \_\_\_\_\_

Full Contact w/bedding \_\_\_\_\_

Connection w/Main \_\_\_\_\_

Condition of Other District \_\_\_\_\_

Facilities on Lot \_\_\_\_\_

Connection Permit is approved (not approved) .

Water service to Lot is approved (not approved) .

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

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

\_\_\_\_\_

\_\_\_\_\_

Copy to:

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

District Inspector

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

Authorized Representative  
of Applicant

**APPENDIX B****DROUGHT CONTINGENCY PLAN  
FOR  
NORTHGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1****ARTICLE I  
POLICY AND, PURPOSE****Section 1.01: Declaration of Policy, Purpose, and Intent**

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety, and to minimize the adverse impacts of water supply shortage or other water supply emergency conditions, Northgate Crossing Municipal Utility District No. 1 (the "District") hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition is deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Article VII of this Plan.

**Section 1.02: Public Involvement**

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

**Section 1.03: Public Education**

The District will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of letters to the residents, notices on the utility bills, placing of signs in the District, or other similar measures, as appropriate.

**Section 1.04: Coordination with Regional Water Planning Groups**

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

**Section 1.05: Authorization**

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

**Section 1.06: Application**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the District. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

**ARTICLE II  
DEFINITIONS**

For the purposes of this Plan, the following definitions shall apply in addition to the definitions from Article I of the Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Drought Contingency Plan; Establishing a Wastewater Control Order; Establishing Certain Other Policies; and Providing Penalties for Violation Thereof:

**Aesthetic water use**: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

**Commercial and institutional water use**: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

**Conservation**: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

**Customer**: any person, company, or organization using water supplied by the District.

**Domestic water use**: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

**Even number address**: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8, and locations without addresses.

**Industrial water use**: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

**Landscape irrigation use**: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

**Non-essential water use**: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this Plan;

- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

**Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

### **ARTICLE III DROUGHT RESPONSE STAGES**

#### **Section 3.01. Criteria for Initiation and Termination of Drought Response Stages**

The Operator shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached.

The triggering criteria described below are based on known system capacity limits. The District will adopt measures for each stage of the Plan as warranted by the triggers. The stages will not necessarily be adopted in consecutive order.

#### **Section 3.02. Stage 1 Triggers -- Mild Water Shortage Conditions**

##### **A. Requirements for initiation**

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain non-essential water uses, defined in Article II hereof, when the following condition is reached:

When total daily water demand equals or exceeds 80% of the District's available water well capacity (e.g., based on the "safe" operating capacity of water supply facilities), or when the water supply facilities cannot meet or are in danger of not being capable of meeting water supply demand, as determined by the District's Operator.

##### **B. Requirements for termination**

Stage 1 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

#### **Section 3.03. Stage 2 Triggers --- Moderate Water Shortage Conditions**

##### **A. Requirements for initiation**

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 2 of this Plan when any of the following conditions occur:

When total daily water demand equals or exceeds 85% of the District's available water well capacity (e.g., based on the "safe" operating capacity of water supply facilities), or when the water supply facilities cannot meet or are in danger of not being capable of meeting water supply demand, as determined by the District's Operator.

**B. Requirements for termination**

Stage 2 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative, unless otherwise notified.

**Section 3.04. Stage 3 Triggers -- Severe Water Shortage Conditions**

**A. Requirements for initiation**

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when any of the following conditions occur:

When total daily water demand equals or exceeds 90% of the District's available water well capacity (e.g., based on the "safe" operating capacity of water supply facilities), or when the water supply facilities cannot meet or are in danger of not being capable of meeting water supply demand, as determined by the District's Operator.

**B. Requirements for termination**

Stage 3 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative, unless otherwise notified.

**Section 3.05. Stage 4 Triggers -- Critical Water Shortage Conditions**

**A. Requirements for initiation**

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when any of the following conditions occur:

When total daily water demand equals or exceeds 95% of the District's available water well capacity (e.g., based on the "safe" operating capacity of water supply facilities), or when the water supply facilities cannot meet or are in danger of not being capable of meeting water supply demand, as determined by the District's Operator.

**B. Requirements for termination**

Stage 4 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 2 becomes operative, unless otherwise notified.

**Section 3.06. Stage 5 Triggers -- Emergency Water Shortage Conditions**

**A. Requirements for initiation**

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the Operator determines that a water supply emergency exists based on:

1. Major water line breaks, pump or system failures, or other events which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

**B. Requirements for termination**

Stage 5 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

**Section 3.07. Stage 6 Triggers -- Water Allocation**

**A. Requirements for initiation**

Customers shall be required to comply with the allocation plan prescribed in Article IV of this Plan and comply with the requirements and restrictions for Stage 5 when any of the following conditions occur:

When total daily water demand equals or exceeds 97% of the District's available water well capacity, or when the water supply facilities cannot meet or are in danger of not being capable of meeting water supply demand, as determined by the District's Operator.

**B. Requirements for termination**

Stage 6 of the Plan may be rescinded when the District's Operator determines that all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

**ARTICLE IV  
DROUGHT RESPONSE STAGES**

**Section 4.01. Public Notification**

The Operator shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section III of this Plan, shall determine when a mild to moderate, severe, critical, or emergency water shortage condition exists and shall implement the following notification procedures:

**A. Notification**

Before any notification of the public occurs, the Operator shall notify the Board of Directors of the need to evoke mandatory water conservation procedures.

The Operator shall notify the public by means of:

1. direct mail to each customer,
2. signs posted in public places, or
3. other measures that might be appropriate.

**B. Additional Notification**

The Operator shall notify directly, or cause to be notified directly, the following individuals and entities:

1. Texas Commission on Environmental Quality (required when mandatory restrictions are imposed),
2. Major water users,
3. Critical water users, i.e. hospitals.

**Section 4.02. Stage 1 Response -- Mild Water Shortage Conditions**

**A. Goal**

Achieve a 15 percent reduction in daily water demand to reduce the well motor run time from 18 hours to 14 hours or less.

**B. Best Management Practices**

1. Reduce flushing of water mains.
2. Notify customers of the implementation of the voluntary water use restrictions by sending the letter attached as Exhibit 1.

**C. Voluntary Water Use Restrictions for Reducing Water Demand**

The following voluntary water use restrictions shall apply to all persons:

1. Customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. All operations of the District shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

3. Customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

**Section 4.03. Stage 2 Response -- Moderate Water Shortage Conditions**

**A. Goal**

Achieve a 20 percent reduction in daily water demand to reduce the well motor run time from 20 hours to 14 hours or less.

**B. Best Management Practices**

1. Reduce flushing of water mains.
2. Notify customers of the implementation of the water use restrictions by sending the letter attached as Exhibit 2.

**C. Water Use Restrictions for Reducing Water Demand**

Upon threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of residential landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Irrigation of green belts, common areas, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.
3. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
4. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.



5. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
6. Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.
7. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.
8. All restaurants are prohibited from serving water to patrons except upon request of the patron.
9. The following uses of water are defined as non-essential and are prohibited:
  - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - c. use of water for dust control;
  - d. flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

**Section 4.04. Stage 3 Response -- Severe Water Shortage Conditions**

**A. Goal**

Achieve a 25 percent reduction in daily water demand to reduce the well motor run time from 22 hours to 14 hours or less.

**B. Best Management Practices**

1. Discontinue flushing of water mains.
2. Notify customers of the implementation of the mandatory water use restrictions by sending the letter attached as Exhibit 3.

**C. Water Use Restrictions**

All requirements of Stage 2 shall remain in effect during Stage 3 except that except:

1. Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of

hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

2. Irrigation of green belts, common areas, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight
3. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
4. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

**Section 4.05. Stage 4 Response -- Critical Water Shortage Conditions**

**A. Goal**

Achieve a 30 percent reduction in daily water demand to reduce well motor run time from 24 hours to 14 hours or less.

**B. Best Management Practices**

1. Discontinue flushing of water mains; discontinue irrigation of public landscaped areas.
2. Notify customers of the implementation of the water use restrictions by sending the letter attached as Exhibit 4.

**C. Water Use Restrictions**

Under threat of penalty for violation, the water use restrictions of Stages 1, 2 and 3 shall be mandatory and shall remain in effect during Stage 4 except:

1. Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems is prohibited at all times.
2. Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight
3. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
4. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
5. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

6. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

**Section 4.06. Stage 5 Response -- Emergency Water Shortage Conditions**

**A. Goal**

Restore normal water supply as soon as possible.

**B. Best Management Practices**

1. Discontinue flushing of water mains; discontinue irrigation of public landscaped areas.
2. Notify customers of the implementation of the water use restrictions by sending the letter attached as Exhibit 5.

**C. Water Use Restrictions**

All requirements of Stages 1, 2, 3 and 4 shall remain in effect during Stage 5 except (1) irrigation of landscaped areas and (2) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle are absolutely prohibited.

**Section 4.07. Stage 6 Response - Water Allocation**

In the event that water shortage conditions threaten public health, safety and welfare, the Operator is hereby authorized to allocate water according to the water allocation plan set forth below. The Operator shall notify the Customers by placing signs at the entrances of all subdivisions in the District, and by sending the letter attached as Exhibit 6.

**A. Single Family Residential Customers**

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<u>Persons per Household</u>	<u>Gallons per Month</u>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

**"Household"** means the residential premises served by the customer's meter. **"Persons per household"** includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the Operator of a greater number of persons per household on a form prescribed by the District, set forth in Attachment 1 to Exhibit 6. The District shall use its best efforts to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Operator's offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed in Attachment 1 to Exhibit 6. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the District on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the Operator in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the District shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the District of a reduction in the number of person in a household shall be fined not less than \$250.00.

Residential water customers shall pay the following surcharges:

- \$3.00 for the first 1,000 gallons over allocation.
- \$4.00 for the next 1,000 gallons over allocation.
- \$5.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**B. Master-Metered Multi-Family Residential Customers**

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units shall be allocated 5,000 gallons per month for each dwelling unit. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**C. Commercial Customers**

A monthly water allocation shall be established by the District or each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The commercial customer's allocation shall be approximately 70% percent of the customer's usage for the previous month. Provided, however, a customer, 70% percent of whose monthly usage is less than 5,000 gallons, shall be allocated 5,000 gallons. It shall be the customer's responsibility to contact the Operator to determine the allocation. Upon request of the customer or at the initiative of the District, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, or (2) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A

customer may appeal an allocation established hereunder to the District. Nonresidential commercial customers shall pay the following surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

#### **D. Industrial Customers**

A monthly water allocation shall be established by the District for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately, 90% percent of the customer's previous month's water usage. It shall be the customer's responsibility to contact the Operator to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the District, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the District. Industrial customers shall pay the following surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

### **ARTICLE VII ENFORCEMENT**

A. No person shall knowingly or intentionally allow the use of water from the District for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Operator in accordance with provisions of this Plan.

B. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services

discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the in District discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

C. Any person, including a person classified as a water customer of the District, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

C.The Operator, police officer, or other person(s) designated by the District, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the Justice of the Peace Court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in the Justice of the Peace Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in the Justice of the Peace Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in the Justice of the Peace Court before all other cases.

## **ARTICLE VIII VARIANCES**

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

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

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

1. Name and address of the petitioner(s).
- 2.Purpose of water use.

3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
8. Other pertinent information.

C. Variances granted by the Operator on behalf the District shall be subject to the following conditions, unless waived or modified by the Operator:

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

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

**ARTICLE IX  
END OF DROUGHT CONTINGENCY WATER USE RESTRICTIONS**

When the District is able to return to normal water use, the District shall send out the letter attached as Exhibit 8, or otherwise notify the customers of the District of the end of all water use restrictions.

**EXHIBIT 1  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
of  
Harris County, Texas  
(Drought Stage 1)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage One of the Drought Contingency Plan is now in effect. Stage One includes the following **VOLUNTARY** water use restrictions:

- (a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of residential landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.



- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.
- (g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,

Board of Directors

**EXHIBIT 2  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
of  
Harris County, Texas  
(Drought Stage 2)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 2 of the Drought Contingency Plan is now in effect. Stage 2 includes the **MANDATORY** water use restrictions set forth below. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

- (a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, residential irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket

or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

(h) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(i) The following uses of water are defined as non-essential and are prohibited:

(1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(2) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(3) use of water for dust control;

(4) flushing gutters or permitting water to run or accumulate in any gutter or street; and

(5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT 3  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
(Drought Stage 3)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is experiencing severe water shortage conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 3 of the Drought Contingency Plan is now in effect and the **MANDATORY** restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the in discontinuing service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

(a) Irrigation of residential landscaped areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

(b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at

commercial car washes and commercial service stations shall occur only between the hours of 10:00 a.m. and 2:00 p.m. and between 10:00 p.m. and 6:00 a.m.

- (d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Failure to comply with the Water Use Restrictions is deemed a violation of the Drought Contingency Plan and may result in the termination of water and sewer service to your property. Water and sewer service will not be restored until noncompliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Stage. Once the Drought Stage ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT 4  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
(Drought Stage 4)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is experiencing critical water shortages conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect and the **MANDATORY** restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following **MANDATORY** restrictions are now in effect:

(a) Irrigation of residential areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems is prohibited at all times.

- (b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT 5  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
(Drought Stage 5)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is experiencing emergency water conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect and the **MANDATORY** restrictions set forth in below are now in effect.. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing or re-connecting. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following **MANDATORY** restrictions are now in effect:

- (a) Irrigation of all residential landscaped areas is prohibited.
- (b) Irrigation of green belts, esplanades and sports fields is prohibited.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.



- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT 6  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
Harris County, Texas  
(Drought Stage 6)

(Date)

Dear Customer:

Northgate Crossing Municipal Utility District No. 1 is experiencing emergency water conditions and must implement water allocation measures.

You are hereby notified that Stage 6 of the Drought Contingency Plan is now in effect and the **MANDATORY** water allocations and water use restrictions set forth below are now in effect. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing or re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER ALLOCATION**

**RESIDENTIAL WATER CUSTOMERS RESIDING IN A SINGLE-FAMILY DWELLING SHALL BE ALLOCATED WATER AS FOLLOWS:**

<u>Persons per Household</u>	<u>Gallons per Month</u>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

Each residential water customer is deemed to have 2 persons per household unless written notification is provided to the District in Attachment 1. Residential water customers shall pay the following surcharges:

- \$3.00 for the first 1,000 gallons over allocation.
- \$4.00 for the next 1,000 gallons over allocation.
- \$5.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**OMASTER-METERED MULTI-FAMILY RESIDENTIAL CUSTOMERS SHALL BE ALLOCATED WATER AS FOLLOWS:**

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units shall be allocated 5,000 gallons per month for each dwelling unit. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**COMMERCIAL CUSTOMERS**

A monthly water allocation for commercial customers, other than an industrial customer, shall be approximately 70% percent of the customer's usage for the previous month. Provided, however, a customer, 70% percent of whose monthly usage is less than 5,000 gallons, shall be allocated 5,000 gallons. It shall be the customer's responsibility to contact the Operator to determine the allocation. Commercial customers shall pay the following surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

**INDUSTRIAL CUSTOMERS**

The industrial customer's allocation shall be approximately, 90% percent of the customer's previous month water usage. It shall be the customer's responsibility to contact the Operator to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Industrial customers shall pay the following surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

The surcharges shall be cumulative.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 6 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following mandatory restrictions are now in effect:

- (a) Irrigation of landscaped areas is prohibited.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (f) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,

Board of Directors

**Attachment 1 to Exhibit 6  
TO APPENDIX B**

**CERTIFICATE OF OCCUPANCY**

To: Northgate Crossing Municipal Utility District No. 1  
c/o ST. Environmental Services, Inc.  
283 Lockhaven, Suite 214  
Houston, Texas 77073

I, the undersigned, hereby notify Northgate Crossing Municipal Utility District No. 1, that the number of persons in the household at \_\_\_\_\_ is \_\_\_\_\_ persons.

Executed this \_\_\_\_\_.

Name:  
Address:

**EXHIBIT 7  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
of  
Harris County, Texas

**CITATION**

(Date)

Dear Customer:

On \_\_\_\_\_, you were notified that you were violating the Water Use Restrictions of Northgate Crossing Municipal Utility District No. 1. This second violation has resulted in the termination of water and sewer service to your property. Service will be restored upon discontinuation of the prohibited use and upon payment of a \$100 reconnect fee. In addition, you will have to sign a copy of the water use restrictions now in effect. To have service restored you should contact the operator of Northgate Crossing Municipal Utility District No. 1 at \_\_\_\_\_.

In addition, if you fail to take the steps listed above, the District will consider the imposition of Monetary Penalties for Noncompliance. In addition to disconnection, the District may impose a penalty of up to \$5,000.00 for each violation of this Plan. Each day that a breach of any provision of this Plan continues shall be considered a separate violation. This penalty shall be in addition to any other legal rights and remedies of the District as may be allowed by law. We urge you to comply with the provisions of the District's Drought Contingency Plan.

Sincerely,

Board of Directors

**EXHIBIT 8  
TO APPENDIX B**

Northgate Crossing Municipal Utility District No. 1  
of  
Harris County, Texas

(Date)

Dear Customer:

The Drought Condition has ended. You may return to normal water usage. The Board of Directors of Northgate Crossing Municipal Utility District No. 1 appreciates your cooperation and perseverance during this period and would appreciate your continued attention to water use. Continued water conservation practices will help ensure water availability in the future. Thank you for your efforts.

Very truly yours,

Board of Directors

## APPENDIX C

**RULES AND REGULATIONS CONCERNING  
DOMESTIC AND COMMERCIAL WASTES**

**THE STATE OF TEXAS**

§

**COUNTY OF HARRIS**

§

§

§

**NORTGATE CROSSING MUNICIPAL UTILITY DISTRICT NO. 1**

§

**I.**

**PURPOSE**

The Rules and Regulations Concerning Commercial and Domestic Wastes set forth below is to govern all connections made to the sanitary sewer collection system within the District.

**II.**

**DEFINITIONS**

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

1. The term "**amenable to treatment**" shall mean susceptible to reduction in concentration by Treatment routinely provided in the District's wastewater treatment plant, to a level which is in compliance with federal and state effluent limitations for discharges into the waters of the State of Texas.
2. The term "**B.O.D.**" (Biochemical Oxygen Demand) means the quantity of oxygen by weight expressed in milligrams per liter ("mg/l") utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty (20) degrees centigrade as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the Texas Commission on Environmental Quality (the "TCEQ").
3. The term "**Control Manhole**" or "**Control Point**" means a manhole, sample well or other facility which provides access to a Customer's Sanitary Sewer Collection System and is located at a point before the Waste discharges in the Waste Disposal System.
4. The term "**C.O.D.**" (Chemical Oxygen Demand) means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the TCEQ.



5. The term "**Commercial Waste**" means the liquid and water-carried waste from a Commercial (as defined in the Rate Order) unit, including but not limited to industry, manufacturing, trade, business, hospice or commercial enterprise, or any other discharge of waste other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.
6. The term "**Commercial Waste Charge**" means the charge made to persons who discharge or are responsible for the discharge of non-residential waste into the Waste Disposal System which discharge is amenable to treatment but which exceeds the concentration levels of normal domestic wastewater.
7. The term "**Customer**" means any person who is served by the wastewater collection and treatment system of the District (the "Waste Disposal System").
8. The term "**Customer's Sanitary Sewer Collection System**" means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by Customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, and all other plants, works, and equipment for the collection and transportation of waste to the District's Waste Disposal System.
9. The term "**daily composite**" means the composite of all samples of a Customer's wastewater that may be taken in any 24-hour period selected by the District. A daily composite shall be prepared from not less than three (3) grab samples collected no closer together than one (1) hour per sample.
10. The term "**discharge**" includes the terms deposit, conduct, drain, emit, throw, run, seep, or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.
11. The term "**grab sample**" means an individual sample collected in less than 15 minutes.
12. The term "**grease**" means fats, waxes, oils, and other similar volatile material and waste which are extracted by procedures specified in the latest edition of Standard Methods, or such other manuals as the District may adopt from time to time in accordance with the latest rules of the TCEQ.
13. The term "**infiltration water**" means water which leaks into the District's Waste Disposal System or its customers' sanitary sewer collection systems.
14. The term "**interference**" means the inhibition or disruption of the Waste Disposal System treatment process or operations which causes or contributes to causing a violation of the District's NPDES Permit or its permit issued by the Texas Commission on Environmental Quality.
15. The term "**mg/l**" means milligrams per liter.
16. The term "**monthly average**" means, at the option of the District, either (i) the arithmetic average of all grab samples taken during a calendar month or (ii) the arithmetic average of all daily composite samples taken during a calendar month.
17. The term "**normal domestic wastewater**" means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a Customer's sanitary sewer collection system in which the average concentration of total suspended solids is not more than 200 mg/1, B.O.D. is not more than 200 mg/1, and NH<sub>3</sub>-N is not more than 35 mg/1.
18. The term "**overload**" means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designated hydraulic capacity, its installed rated capacity, or its organic loading capacity.

19. The term "**person**" means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or of the United States of America; any incorporated city, town, or village, whether operating under general law or under its home rule charter; and any co-partnership, association, firm, trust, estate, or any other entity whatsoever.
20. The term "**pH**" means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in molecules per liter of solution.
21. The term "**Pollutant**" means any dredged spoil, solid waste, incinerator residue, waste, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.
22. The term "**pretreatment**" means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of the Pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Waste Disposal System.
23. The term "**properly shredded garbage**" means solid waste from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.
24. The term "**slug**" means any discharge of water which in the concentration of any given constituent or in the quantity of the flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.
25. The term "**Standard Methods**" means the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, the America Water Works Association, and the Water Pollution Control Federation.
26. The term "**storm sewer**" means sewers which carry storm and surface waters and drainage and into which waste is not intentionally discharged.
27. The term "**suspended solids**" means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.
28. The term "**trap**" means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes, or other substances which may be harmful to either the Waste Disposal System or its treatment processes.
29. The term "**waste**" means normal domestic wastewater and commercial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.
30. The term "**Waste Disposal System**" means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating, and disposing of waste collected by the sanitary sewer collection systems of the District's customers, together with such extensions, enlargements, and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.
31. The term "**wastewater service charge**" means the charge to all users of the District's Waste Disposal System whose wastes do not exceed the concentrations established herein as representative of normal domestic wastewater.

**III.****PROHIBITED DISCHARGE****A. DISCHARGES INJURING OR INTERFERING WITH WASTE DISPOSAL SYSTEM**

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

1. Any inflows or infiltration, including but not limited to, storm water, groundwater, roof runoff, sub-surface drainage, noncontact cooling water, or from sources such as downspouts, yard drains, pool drains, yard fountains or ponds, or lawn sprinklers.
2. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Waste Disposal System or to the operation of the Waste Disposal System. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has identified or hereafter identifies as a fire hazard or a hazard to the system.
3. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Waste Disposal System including, but not limited to, garbage (other than properly shredded garbage) containing particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, lettuce, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grindings or polishing wastes.
4. Any wastewater having a pH less than 6.0 or higher than 9.0, as determined from the average of at least four (4) grab samples taken at least one hour apart and measured instantaneously, or having a pH lower than 5.0 or higher than 10.0 for any single grab sample, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Waste Disposal System.
5. Any wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, which constitute a hazard to humans or animals, which create a toxic effect in the receiving waters of the wastewater facilities, or which exceed the limitation set forth in a National Categorical Pretreatment Standard.
6. Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant or result in the interference with the operations of such facility, but in no case wastewater with a temperature at the designated control point or sample well which exceeds 65°C (150°F) or which causes the temperature of waste at the entrance to the wastewater treatment plant to exceed 40°C (104°F). In addition, no wastewater with such a temperature that will cause the temperature of wastewater at the entrance to the wastewater treatment plant to rise more than 10°F per hour.

7. Any Pollutants, including oxygen demanding Pollutants released at a flow rate and/or Pollutant concentration which will cause interference to the Waste Disposal System. No slug discharges are allowed.
8. A volume of flow which will cause the influent flow to the Waste Disposal System to exceed 1.5 times the average dry weather flow rate for a period longer than one hour. The design and installation of surge basins shall be subject to the review and approval of the District and to the requirements of all applicable laws.
9. Waste containing B.O.D. or suspended solids in excess of 200 mg/l, or ammonia in excess of 35 mg/l, based on a grab sample, unless a variance is first obtained from the District. B.O.D. or suspended solids in monthly average concentrations above 200 mg/l, and ammonia in a monthly concentration above 35 mg/l, shall be subject to payment of Commercial Waste Charges pursuant to Section VIII herein.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D., or chlorine demands in excess of the ability of the Waste Disposal System to treat adequately and dispose of such waste in compliance with applicable regulatory requirements.

## **B. CHEMICAL DISCHARGES**

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

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

## **C. HEAVY METALS AND TOXIC MATERIALS**

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

1. Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the wastewater treatment plant exceeds the limits established from time to time by the District for such materials.
2. Obnoxious, toxic, or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of this Part III hereof.
3. Any substance having corrosive properties capable of causing damage or hazard to structures, equipment, or personnel operating the Waste Disposal System.
4. All waste or other substances containing phenols, hydrogen sulfide, or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements.
5. Antimony, beryllium, bismuth, boron, cobalt, molybdenum, tin, uranyl ion, uranium, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited by the District.
6. The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:  
Not to Exceed (mg/l)

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

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

#### **D. SOLID WASTE**

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

### **IV.** **MINIMUM PRELIMINARY TREATMENT CRITERIA** **FOR COMMERCIAL WASTE**

It is not the intent of this Wastewater Control Order to cover all the possibilities for types of businesses that could potentially discharge wastes that can be adverse to the Waste Disposal System. However, the common commercial enterprises found in the vicinity of residential neighborhoods have been considered.

1. **Gasoline Sales/Car Repair/Motorized Equipment Repair.** All floor drains in shop areas shall include a combination mud and grease trap similar to City of Houston Dwg. 359-S-1. All flows into these drains should subsequently be treated in a specially designed oil separator with positive means for oil and grease removal. A 48-hour detention grease trap (minimum 1,500 gallons) or a corrugated plate pack separator will provide such treatment. No drainage shall be pumped with a centrifugal pump prior to oil and grease separation. The traps shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.
2. **Car Wash Facilities.** All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems and install a mud/grease trap for each drain followed by 96-hour detention gravity grease separation (minimum 1,500 gallons) or a corrugated plate pack separator. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains to include a mud and grease trap similar to City of Houston Dwg. 359-S-1. All flows into these drains should subsequently be treated in a specifically designed oil separator with positive means for oil and grease removal. Traps shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater. A ground water monitoring well must also be installed.
3. **Food Service/Grocery Stores.** Restaurants, meat markets, grocery stores, and other establishments dealing with the sale of unprocessed or cooked foods shall be prohibited from using garbage grinders, shall require grease traps (minimum 1,500 gallons), shall install an inspection manhole for sampling, and shall insure that scrap food and grease are collected in sealed containers and hauled away for reprocessing. Grease traps shall be cleaned a minimum of once a month.
4. **Printing and Photo Processing.** Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. All printing and photoprocessing chemicals shall be collected in sealed containers and hauled away for reprocessing.
5. **Laundry/Dry Cleaning.** Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint trap system equivalent to two City of Houston Dwg. 533-S units in series, providing a minimum of 3,000 gallons of capacity. Cleaning of the lint trap is required at least once a month.
6. **Landscaping/Nurseries.** Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms.
7. **Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement.** Where the operation of a person, firm, or corporation entails the discharge of water or wastes containing toxic or poisonous substances, a written statement setting forth the nature of the operation contemplated or presently carried on shall be filed with the District. The statement shall specify the amount of water that will be used and its source, the proposed point of discharge of wastes into the Waste Disposal System of the District, and the estimated amount to be discharged; the statement shall include a laboratory statement setting forth the expected bacterial, physical, chemical, and other known characteristics of said wastes. Within thirty (30) days from receipt of such statement, the District shall issue an order stating minimum restrictions necessary in the judgment of the District's Engineer to protect the District's systems.

Where pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory

requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating conditions.

## V.

### **TRAPS; INTERCEPTORS**

Grease, oil, and sand interceptors shall be provided for the proper handling of liquid wastes containing grease in amounts that will impair the proper functioning of any sanitary sewer line and for preventing any flammable wastes, sand, and any other harmful waste from entering into the sanitary sewers. Interceptors shall not be required for premises used exclusively as private living quarters or dwelling units, except in the cases of where a hospice is operated in living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gas-tight and watertight. Where installed, all grease, oil, and sand interceptors shall be maintained by the Customer, at his expense, in continuously efficient operation at all times. Any facility with a mud and grease trap or grease trap or pretreatment system shall be required to remove grease, grit, sludge, or other residue at least once a month and shall maintain records at the site of the date, time, name the hauler licensed by the Texas Department of Licensing Regulators, volume removed, destination, waste hauling permit number, and a copy of a manifest by hauler licensed by the Texas Department of Licensing Regulators. Records shall be available for inspection by District's representatives during normal working hours. A facility not complying shall be subject to having water service terminated until the facility is brought into compliance.

## VI.

### **SAMPLING; TESTING; INSPECTION; RIGHT OF ENTRY**

**A. Control Manholes: Installation, Location, and Maintenance.** Any property served by a sewer carrying Commercial Waste shall install a suitable control manhole in the sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the District Engineer. The manhole shall be installed by the Customer at his expense and shall be maintained by him so as to be safe and accessible at all times.

Property served by a sewer carrying Commercial Waste and required to install a suitable manhole pursuant to this Article VI hereof and receiving water and sanitary sewer service from the District on the initial effective date of this Wastewater Control Order shall have 180 days from the initial effective date to install a suitable control manhole. Failure to install the manhole within 180 days as described herein shall result in the termination of water and sewer service to the property. All new connections served by a sewer carrying Commercial Waste shall have a suitable control manhole installed prior to receiving water and sewer service from the District.

**B. Sampling/Testing.** The District or its duly authorized agent or representative may enter at all reasonable times any lands or premises served or proposed to be served by the Waste Disposal System for the purposes of carrying out and determining compliance with the provisions hereof.

After the effective date hereof and upon completion of the installation of a suitable control manhole pursuant to Section VI(A) hereof, the Operator for the District shall conduct an initial test which shall consist of a minimum of one (1) grab sample and a maximum of three (3) grab samples, as determined by the District's Operator, from the control manhole of all sewers carrying Commercial Waste. If the results of the grab samples indicate that the waste being discharged into the Waste Disposal System is in accordance with this Wastewater Control Order, testing shall then be conducted on a periodic basis.

In the event the grab samples indicate that the waste being discharged into the Waste Disposal System is in violation of this Wastewater Control Order, then the Customer shall be notified and shall be required to submit a plan for the satisfactory correction of the violation in accordance with Subsection C of this Section, unless the violation presents an imminent danger to the health or welfare of the public, then service shall be terminated in accordance with Article IX hereof. The cost for all additional testing conducted as a result of the violation shall be billed to the Customer, and failure to pay such cost will result in the termination of water and sewer service.

Sampling and testing shall be conducted on connections carrying Commercial Waste in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the Waste Disposal System and the existence of hazards to health, life, limb, or property. Examination and analysis of the characteristics of water and waste shall be conducted in accordance with Standard Methods or such other manual of operation as the District may adopt from time to time in accordance with the latest rules of the Texas Commission on Environmental Quality and shall be determined from suitable samples taken at control points selected by the District. The cost to take and analyze such samples shall be added to the Customer's water and sewer service bill, and failure to pay for such sample will result in the termination of the Customer's water and sewer service.

**C. Notification of Violation/Submission of Plan.** Whenever the District finds that any Customer has violated or is violating this Wastewater Control Order, except when such violation presents an imminent danger to the health or welfare of persons, as provided in Article IX, the District shall serve upon such person a written notice stating the nature of the violation. Within a period of not more than thirty (30) days from the date of the notice, as specified therein, a plan for satisfactory correction thereof shall be submitted in writing to the District. If such a plan is not timely submitted, or if such violation is not corrected, the District shall proceed with enforcement under Article XII. No prior notice shall be required for the imposition of the fine described in Article XI if such fine is assessed for a violation of this Wastewater Control Order.

## **VII.** **SUPERVISION**

If the District or its designated representative determines that a discharge or a proposed discharge into the Waste Disposal System may deleteriously affect the Waste Disposal System or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require:

- A. Discontinuation of the discharge into the District's sewer system in its entirety.
- B. Pretreatment to an acceptable condition for discharge into the Waste Disposal System.
- C. Control over the quantities and rates of discharge.
- D. Waste surcharge payments sufficient to compensate the District for the cost of handling and treating the waste.

## **VIII.** **COMMERCIAL WASTE CHARGES**

In addition to the wastewater service charges made by the District, the District may charge customers discharging commercial waste into the Waste Disposal System the Commercial Waste Charges provided for herein where the waste discharge exceeds the parameters of normal domestic wastewater.

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**The Commercial Waste Charge shall be calculated by the following formula:**

$$UC = Q[X + Y(\text{BOD} - 200) + Z(\text{SS} - 200) + n(\text{N} - 35)]$$

Formula values are:

UC = Commercial Waste Charge (in dollars)

Q = Billable quantity (based on water billed or actual measurement of Wastewater discharged) of wastewater in thousands of gallons.

X = \$0.50

Y = \$0.0018

Z = \$0.0022

n = \$0.0125

BOD = Five-day, twenty (20) degrees Celsius, biochemical oxygen demand content of the waste delivered, in mg/l based on monthly average concentration.

SS = Suspended solids content of the waste delivered, in mg/l based on monthly average concentration.

N = Ammonia content of the Waste delivered, in mg/l based on monthly average concentration.

The District shall review and, if appropriate, adjust the Commercial Waste Charges to reflect changes in the characteristics of the commercial waste of each user based upon the results of sampling and testing. The District also shall review the basis for determining Commercial Waste Charges and shall adjust the unit treatment costs in the above formula to reflect increases or decreases in the wastewater treatment costs based upon the prior experience. Increases in Commercial Waste Charges shall continue for six (6) billing periods unless subsequent tests determine that the charges should be further increased. If another method of billing is determined by the District's Board to be a more effective method of allocating such costs to the Customer, based upon the particular facts of each case, the District may use such method in lieu of the above. The Commercial Waste Charges will be billed as a separate item from wastewater service charges. Failure to pay the Commercial Waste Charge shall result in termination of water and sewer service pursuant to provisions of the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; Establishing Certain Other Policies; and Providing Penalties for Violation Thereof.

**IX.**  
**EMERGENCY RELIEF**

The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, in order to stop or prevent an actual or threatened discharge that presents an imminent or substantial endangerment to the health or welfare of persons, to the environment, or to the Waste Disposal System of the District, or which would cause the effluent from the plant to exceed discharge parameters. The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, to prevent contamination of sludge from the plant. The District shall reinstate the wastewater service upon proof of the elimination of the non-complying discharge. Such disconnection and reconnection shall be at the expense of the user. The District may permanently disconnect any user showing a history of flagrant or habitual violation of this Wastewater Control Order.

**X.**  
**REVIEW**

Any user objecting to a decision or order of the District under authority of this Wastewater Control Order shall have the right to a hearing before the Board of the District, at which time the contentions of both the District and user shall be reviewed. The Board President, or in his absence the Vice President, shall be the presiding officer and may, at his discretion, request other professional opinions prior to rendering his decision on the matter of review.

**XI.**  
**PENALTY FOR VIOLATION OF ARTICLE**

All violations of this Wastewater Control Order, including any failure to observe any discharge parameter set forth herein or permit issued pursuant to these Wastewater Control Order, shall be punishable with the Civil Penalties set forth in and under the Enforcement Provisions of the District's Rate Order and as set forth in Article XII of this Wastewater Control Order. Each day of a violation of any parameter or requirement constitutes a distinct and separate offense.

**XII.**  
**ENFORCEMENT**

Any or all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of this Wastewater Control Order:

1. Discontinuance of water service.
2. Disconnection and sealing of sanitary sewer connection.
3. The District's attorney may and is hereby authorized to:
  - (a) File suit in a court of competent jurisdiction to secure appropriate judicial relief, including, but not limited to, injunctive relief and the penalty provided in the District's Rate Order for the violation by such user of the provisions of this Wastewater Control Order.
  - (b) Seek a resolution of the Board authorizing the filing of a lawsuit under the provision of Texas Water Code §26.124.
4. A user found in violation of this Wastewater Control Order shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
5. A user found in violation of this Wastewater Control Order that causes or contributes to a violation by the District's Waste Disposal System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's sanitary sewer system.
6. Where a user discharges wastewater to the District's Waste Disposal System in violation of this Wastewater Control Order and such discharge causes or contributes to contamination of sludge from the wastewater treatment plant, the user shall be liable for all costs borne by the District in disposing of the contaminated sludge over and above costs regularly incurred in sludge disposal.

**XIII.**  
**SEVERABILITY**

All orders or parts of orders in conflict herewith are hereby repealed to the extent of such conflict. The invalidity of any section, clause, sentence, or provision of this Wastewater Control Order shall not affect the validity of any other part or parts of this Wastewater Control Order, which other part or parts shall be given effect as though such invalid section, clause, sentence, or provision were omitted.

**XIV.**  
**SUPERSEDING REGULATION OR STATUTE**

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency having jurisdiction over the subject matter of this Wastewater Control Order is in conflict with this Wastewater Control Order, the stricter requirement shall apply, unless mandated otherwise.

**XV.**  
**REIMBURSEMENT TO DISTRICT**

In the event that any person, as defined in Section II herein, discharges industrial wastes as defined in this Wastewater Control Order, either with or without authorization by the District, such person shall be responsible for any extraordinary costs of operation of the wastewater treatment plant that might result from unauthorized wastes or improper handling of authorized wastes and shall also be responsible for any administrative fines, penalties or fees that may be assessed to the District for such discharge. Such charges may include, but not be limited to, the costs of determining the nature of the contaminant into the plant (a Toxicity Identification Evaluation), the costs of locating the source of the contaminant, and the costs of preventing the contaminant from entering the plant or eliminating the contaminant from the treatment units. Failure to pay such costs when billed may subject the entity to disconnection of services as set forth in Section XII above and to any other remedies available to the District.

**XVI.**  
**EFFECT OF REGULATION; AMENDMENT**

The provisions hereof are to be deemed and construed as regulatory requirements supplementary and in addition to all laws, rules, regulations, ordinances, or licenses now in effect or hereafter passed, adopted, or promulgated by any regulatory agency, federal, state, or local, having jurisdiction over the District's Waste Disposal System. The provisions hereof are subject to amendment, repeal, or alteration from time to time by the Board of Directors of the District.