

**REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ESTABLISHING A WASTEWATER CONTROL ORDER; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATION THEREOF**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 110 §

We, the undersigned officers of the Board of Directors (the "Board") of Harris County Water Control & Improvement District No. 110 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on November 13, 2019, at the regular meeting place thereof, and the roll was called of the members of the Board, to-wit:

James N. Williams	-	President
Jeannie Sebastian	-	First Vice President
Jerry A. Strickland	-	Second Vice President
Vanessa Sommers	-	Secretary
Tom Dowdy	-	Treasurer/Investment Officer/Asst. Secretary

All members of the Board were present except Director Stevens, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

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

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

AYES: All Present

NOES: None

2. A true, full, and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Order would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED this 13<sup>th</sup> day of November, 2019.

Vanessa Sommers  
Secretary, Board of Directors

James N. Williams  
President, Board of Directors



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

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110** §

WHEREAS, the Board of Directors (the "Board") of Harris County Water Control and Improvement District No. 110 (the "District") has from time to time adopted certain orders ("Rate Order") and Rules and Regulations establishing the rates and conditions under which water and sanitary sewer service would be provided; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to amend and restate its Rate Order at this time to amend various provisions.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF Harris COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 THAT:

**ARTICLE I  
DEFINITIONS**

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

A. "Commercial Connection" shall mean any structure, including structures on a lot platted for residential use, used for business purposes including office buildings, hotels, retail stores, car washes, warehouses, service stations, churches, schools, recreational centers, hospices, professional care business; professional senior health care, foster care business, and any and all other businesses conducting services with customers, cliental or patients regardless of whether the business is being conducted on a lot platted for residential use.

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. "Domestic and Commercial Waste Ordinance" shall mean the Domestic and Commercial Waste Ordinance attached hereto as Appendix "C."

E. "Engineer" shall mean the person, company or corporation which is employed by or under contract with the District to provide engineering services to the District. Where this Rate Order requires notice to be given to the Engineer it shall be given to Langford Engineering, Inc., 1080 West Sam Houston Parkway North, Suite 200, Houston, Texas 77043.

F. "Esplanade Connection" shall mean a water system connection serving public right-of-way or other public common areas.

G. "Multi-family Residential Connection" shall mean all multiplex, residential connections which are served by a master meter, including apartments, motels, hotels and condominiums.

H. "Multi-family Units" shall mean the individual dwelling units served through the Multi-family Residential Connection's master meter and all individual dwelling units served by a master meter.

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

J. "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. Where this Rate Order requires notice to be given to the Operator it shall be given to EDP, P.O. Box 690928, Houston, Texas 77269-0928.

K. "Residential Connection" shall mean the water and sanitary sewer connections to serve a home on a lot platted as a residential connection where such home is not used as a business defined under Commercial Connection.

L. "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.

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

N. "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. Single-family residential does not include a residential connection where such home is used as a business defined under Commercial Connection.

O. "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**

### **APPLICATION FOR SERVICE/TAP FEES AND CONNECTION POLICY**

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

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

#### **Section 2.02. Single Family Residential Application.**

Each customer establishing a new account for single family residential service and each Customer re-establishing an account for single family residential service that has been terminated shall be required to complete a Single Family Residential Application as set forth in Attachment 1 to this Rate Order, and pay the fee, if any set forth therein. The Single Family Residential Application is in addition to any application for service required by the Operator.

#### **Section 2.03 Application for New Development**

Persons or entities inquiring as to availability of capacity or a Letter of Commitment for (1) property on which there are no vertical improvements, or (2) property on which there are existing vertical improvements and new vertical improvements are to be constructed shall be required to complete the Application for New Development as set forth in Attachment 2 to this Rate Order. The Application for New Development set forth in Attachment 2 is in addition to any application for service required by the Operator.

**Section 2.04 Application for Changes to Existing Office Buildings/Commercial Development or Multi-Family Development/Application for Approval of Demolition of a Residence or Business Facility**

A. **Commercial/Multi Family**. For any changes to an existing Commercial Customer business or multi-family Customer, including change in account name, or management companies, or ownership, the Commercial Customer or Multi-Family Customer shall complete and file with the Water District Manager (19023 Joanleigh, Spring, Texas 77388, Tele. 281-353-0998) the Application for Change to Existing Commercial Development or Multi-Family Development set forth in Attachment 3(A) to this Rate Order, and pay the appropriate application fee.

It is the duty of the Commercial Customer and the multi-family Customer to notify the District through the Water District Manager of any change in name of the Commercial Customer or the Multi-family Customer, change in management companies, or new ownership. Notice is accomplished by completing the application set forth in Attachment 3(A) and paying the requisite application fee.

It is the duty of all Commercial Customers to provide to the Water District Manager a copy of the business or tenant's sales tax identification certificate prior to the new business opening.

It is the duty of all Commercial Customers to notify the District through the Water District Manager, of any change in business in a commercial development. For any changes of a business in a commercial development, the Commercial Customer shall provide the Water District Manager a copy of the plans and specifications of the new business prior to the new business opening.

The application fee for changes in names, management companies or ownership is \$400.00 if the application is provided within thirty (30) days of the change; provided, however, if the change is not provided to the District within thirty (30) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater.

For changes of a business in a commercial development the application fee is \$400.00 if there are no plumbing changes to the commercial space if the application is provided within fifteen (15) days of the change; provided, however, if the change is not provided to the District within fifteen (15) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater.

For changes of a business in a commercial development, the application fee is \$1,250.00 if there are plumbing changes to the commercial space.

Each Commercial Customer shall be required to install a sampling well at the point of discharge into the Commercial Customers sanitary sewer system pursuant to Section 2.05 of this Rate Order.

Each Commercial Customer and its Tenant and Multi-Family Customer is deemed to grant the District the right of ingress and egress for purposes of inspections and compliance with this Rate Order, including all Appendices. Failure by the Commercial Customer or its Tenant or a Multi-Family Customer to provide the information required in this Section 2.04 will result in termination of water service to the Commercial Customer or Multi-Family account in accordance with Section 4.02 of this Rate Order.

Grease trap requirements and sampling well requirements are set forth in Section 2.05 of this Rate Order and Articles IV and V of the Rules and Regulations Concerning Domestic and Commercial Wastes, Appendix C to this Rate Order.

Failure to comply with this Section 2.04 will result in (1) the imposition of a fine of \$1,000 for the first offense, \$1,500 for the second offense, \$2,500 for the third offense and any offenses thereafter, and (2) the termination of service to the development.

The Application for Existing Commercial Customers set forth in Attachment 3(A) to this Rate Order shall be in addition to any application required by the Operator.

B. **Office Buildings**. For any changes in existing office buildings which (i) involve changes to the existing plumbing facilities, and/or (ii) include a new tenant whose is required by law to have a Texas Sales Tax and Use Certificate,

the Office Building Customer shall complete and file with the Water District Manager (19023 Joanleigh, Spring, Texas 77388, Tele. 281-353-0998) the Application for Change to Existing Office Building set forth in Attachment 3(B) to this Rate Order, along with the appropriate application fee.

It is the duty of the Office Building Customer to notify the District through the Water District Manager of any (i) change involving the existing plumbing facilities, and/or (ii) a new tenant who is required by law to have a Texas Sales Tax and Use Certificate. Notice is accomplished by completing the application set forth in Attachment 3(B) and paying the requisite application fee.

It is the duty of all Office Building Customers to provide to the Water District Manager a copy of the business or tenant's sales tax identification certificate prior to the new business opening.

It is the duty of all Office Building Customers to notify the District through the Water District Manager, of any change in business in the office building. For any changes of a business in an office building, the Office Building Customer shall provide the Water District Manager a copy of the plans and specifications of the new business prior to the new business opening.

The application fee for a new tenant who is required by law to have a Texas Sales Tax and Use Certificate is \$400.00 if the application is provided within fifteen (15) days of the change; provided, however, if the change is not provided to the District within fifteen (15) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater.

For changes of a business in an office building there is no application fee, if there are no plumbing changes to the business space.

For changes of a business in an office building, the application fee is \$1,250.00 if there are plumbing changes to the commercial space.

An Office Building tenant may be required to install a sampling well at the point of discharge into the Office Building Customer's sanitary sewer system pursuant to Section 2.05 of this Rate Order.

Each Office Building Customer is deemed to grant the District the right of ingress and egress for purposes of inspections and compliance with this Rate Order, including all Appendices. Failure by the Office Building Customer or its Tenant to provide the information required in this Section 2.04 will result in termination of water service to the Office Building Customer account in accordance with Section 4.02 of this Rate Order.

Grease trap requirements and sampling well requirements are set forth in Section 2.05 of this Rate Order and Articles IV and V of the Rules and Regulations Concerning Domestic and Commercial Wastes, Appendix C to this Rate Order.

Failure to comply with this Section 2.04 will result in (1) the imposition of a fine of \$1,000 for the first offense, \$1,500 for the second offense, \$2,500 for the third offense and any offenses thereafter, and (2) the termination of service to the development.

The Application set forth in Attachment 3(B) to this Rate Order shall be in addition to any application required by the Operator.

### **C. Application for Approval of Demolition/Reconstruction/Remodel of an Existing Residence**

Prior to undertaking any demolition, reconstruction or remodel of a residence, any and all parties, including the property owner (s), must obtain approval of the District of the demolition, reconstruction or remodel as it relates to water and sanitary sewer facilities. To obtain District approval, party(ies), inclusive of property owner(s) must (1) complete and file with the District the Application for Approval of Demolition/Reconstruction/Remodel of an Existing Residence, as set forth in Attachment 3(C) of this Rate Order, (2) provide the District with a copy of the applicable permit from Harris County and (3) pay an application of \$500.00; provided, however, if the application and application fee are not provided within thirty (30) days prior to the commencement of the demolition, reconstruction or remodel, the application and application fee are not provided to the District within thirty (30) days, the application fee shall be \$1,250.00. Failure to comply with this Section 2.04(C) is subject to the enforcement provisions set for in Article VIII hereof.

The Application for Approval of Demolition/Reconstruction/Remodel of an Existing Residence and application fee shall be filed with the Water District Manager (19023 Joanleigh, Spring, Texas 77388, Tele. 281-353-0998).

It is the duty of the entity/party proposing to demolish, reconstruct or remodel an existing residence to notify the District through the Water District Manager. Notice is accomplished by completing the application set forth in Attachment 3(C) and paying the requisite application fee.

The entity/party proposing to demolish, reconstruct or remodel an existing residence shall provide the Water District Manager a copy of the plans and specifications of the demolition, remodel or reconstruction prior to commencement of the demolition, reconstruction or remodel.

The entity/party proposing to demolish, reconstruct or remodel an existing residence each Customer is deemed to grant the District the right of ingress and egress for purposes of inspections and compliance with this Rate Order, including all Appendices. Failure by the entity/party to provide the information required in this Section 2.04(C) will result in termination of water service to the affected account in accordance with Section 4.02 of this Rate Order.

Failure to comply with the applicable provisions of this Rate Order will result in (1) the imposition of a fine of \$1,000 for the first offense, \$1,500 for the second offense, \$2,500 for the third offense and any offenses thereafter, and (2) the termination of service to the affected account.

The Application set forth in Attachment 3(C) to this Rate Order shall be in addition to any application required by this Rate Order, including the fees set forth in Section 2.08 of this Rate Order.

#### **Section 2.05. Policies Governing Commercial Connections**

A. **Grease Traps/Sampling Wells.** All Commercial Customers shall install a sampling well when required by the Engineer and/or Operator. The sampling well shall be installed in accordance with the Engineer's and/or Operator's specifications. A grease trap with sampling port when required by the Engineer and Operator shall be installed in accordance with the 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.

Each Commercial Customer requiring a grease trap shall (1) install such grease trap at the Commercial Customer's sole expense; (2) provide the 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 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 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. 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 sole expense; (2) provide the 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 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 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 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 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 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 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 Commercial Customer handling medical waste shall install a sampling well and shall discharge only domestic waste from sinks and restrooms. All medical waste shall be collected in sealed containers and hauled away for processing. No medical waste shall be discharged into the District's sanitary sewer system.

Each Commercial Customer handling medical waste shall (1) provide the 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 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 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. **Sanitary Sewer Dump Stations for Recreational Vehicles and Motorhomes.** Any and all sanitary sewer dump stations for recreational vehicles/motorhomes must comply with this Section 2.05, including, but not limited to installation of a grease trap, sampling well and pretreatment basin. Sanitary sewer dump stations for recreational vehicles/motorhomes shall be inspected by the Operator for the District before operation and use. Customer is required to maintain the certification of approval from the District Operator for each sanitary sewer dump station on site. Any and all sanitary sewer dump stations for recreational vehicles/motorhomes will be inspected periodically by the District Operator for

compliance with this Rate Order. Customer shall be billed for all inspections in accordance with this Rate Order, and failure to pay the service and inspection fees shall result in termination of service in accordance with Article IV of this Rate Order.

I. **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 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 2.06. Policies Governing Initial Connections.**

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

B. **Availability of Access/Obstructions.** By application for connection to the District's System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by the District's Rules and Regulations. Taps and connections will not be made when, in the opinion of the Engineer and/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 Operator in installation of the connection.

#### **Section 2.07. 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 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 2.08. Inspections and Fees Relating to All Connections.**

A. **Sewer Inspection and Fees.** Sewer connections and service lines shall be inspected by the Operator for compliance with the Rules and Regulations. An inspection fee of **\$50.00** shall be charged for all residential connections. The charge for non-residential connections including Multi-Family Residential Connections and Commercial connections shall be the actual cost to the District plus ten percent (10%) but, not less than **\$50.00**. Installations which fail to conform at any time to the Rules and Regulations shall be disconnected. Any Customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. After noted deficiencies have been corrected, a re-inspection shall be made upon payment to the District of a re-inspection fee of **\$100.00**. If subsequent re-inspections are required before the sewer connection and service lines are in compliance with the Rules and Regulations, a re-inspection fee of **\$100.00** shall be charged for each such re-inspection.



B. **Customer Service Inspection Fees.** If the Operator performs the inspection for a residential connection and completes the Customer Service Inspection Certification required by Article III of the Rules and Regulations, the District shall charge the Customer a fee of **\$80.00** to cover the costs of such inspection and certification. The charge for commercial connections shall be the actual cost to the District plus ten per cent (10%), but not less than **\$80.00**.

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 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 ("Facilities Inspection"). The Operator shall conduct a Facilities Inspection prior to the commencement of construction to verify the condition of the District's facilities. A fee of **\$50.00** shall be charged for such pre-construction Facilities Inspection. The Operator shall conduct a Facilities Inspection after completion of construction to again verify the condition of the District's facilities. A fee of **\$50.00** shall be charged for such post-construction inspection.

If the Operator finds that the facilities have been damaged as a result of the construction, the builder or other responsible party is required to reimburse the District for the costs of the repair before the District will initiate permanent service to the affected property. If the affected property is receiving permanent service, and the responsible party fails to pay said repair costs, service to the affected property will be terminated in accordance with Section 4.02 of this Rate Order.

D. **Inspection of Yard and Other Drains.** Yard, deck and roof drains shall be inspected for strict compliance with the District's Rules and Regulations. No yard drains, deck drains or roof drains shall be connected to the District's sanitary sewer system ("Prohibited Connection"). From time to time, the District will inspect sanitary sewer connections in the District, and an inspection fee of **\$75.00** shall be charged to the Customer. Customers with Prohibited Connections shall be notified in writing of the Prohibited Connection and may be allowed thirty (30) days to disconnect the prohibited connection. If the customer fails to disconnect the prohibited connection at the end of thirty (30) days, the Customer's water service shall be terminated in accordance with Article IV of this Rate Order and shall be assessed a fine of \$500.00. After noted deficiencies have been corrected; a re-inspection shall be made and the Customer shall be assessed a re-inspection fee of \$75.00. If subsequent re-inspections are required before the Prohibited Connection is found in compliance with the District's Rules and Regulations, a re-inspection fee of \$75.00 shall be charged for each such re-inspection. For customers who have a continuing and/or subsequent Prohibited Connection, a fine of \$1,000.00 will be assessed.

E. **Grease Trap Inspections.** 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 Engineer and Operator. Each customer requiring a grease trap shall: (1) install such grease trap in accordance with City of Houston standards and approved by the 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 hauler licensed by the Texas Department of Licensing Regulators, said contract to be for regular routine pumping and disposal; and (3) provide the Operator with a copy of a manifest from a hauler licensed by the Texas Department of Licensing Regulators to evidence regular pumping and disposal within ten (10) days after receipt by the customer. In addition, no less often than once per month, the Operator shall inspect the grease trap, the cost of which inspection shall be the cost to the District plus an administrative fee of \$25.00 and shall be billed to the customer. 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 such cost shall be billed to customer with the next monthly water bill. Failure to pay any charges described in this Section 2.04(E) shall result in the termination of water service in accordance with Article IV of this Rate Order.

#### **Section 2.09. Builder's Deposit.**

Any person/entity constructing ("Constructing Entity") a residence, commercial building or other structure shall, at the time an initial request for a water tap is made, pay a deposit of **\$2,500** and shall at all times thereafter while building in the District maintain a deposit. The deposit shall be refunded within ninety (90) days after the Constructing Entity 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 Constructing Entity or the its employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the Constructing Entity. In the event any amounts are so deducted from the Constructing Entity's deposit, it will be incumbent on the Constructing Entity to reinstate the original amount of the deposit, and failure to do so will result in the suspension of tpas/service pursuant to pursuant to Article IV of this Rate Order.

### **Section 2.10. Domestic/Irrigation/Fire Meters.**

All water lines, including domestic irrigation and fire lines, shall be metered, shall be underground in a vault and located in a public easement. Any and all above ground and/or internal metering equipment is prohibited. 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 Operator and/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 un-metered water taps.

If approved by the Operator, a fire line may be metered with a detection meter with appropriate cross connection controls. All such meters shall be installed underground within a vault and located in a public easement.

### **Section 2.11. Temporary Water Service.**

A. **Temporary Connections.** The Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service. All temporary service shall be metered and billed to the temporary Customer as provided herein. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited.

B. **Application and Deposit.** Each temporary Customer desiring temporary water service shall be required to execute an application for such temporary service and shall provide a security deposit of **\$1,000.00**. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System.

C. **Fees and Rates.** Each temporary Customer will be charged the cost to install the meter plus ten percent (10%), but in no event shall the charge be less than **\$50.00**. The following rates for the sale of water for each temporary water service connection shall be in effect from the effective date hereof until such time as the Board amends said rates:

<u>Gallons Used</u>	<u>Rate</u>
0 - 8,000 gallons	\$1.50 per each 1,000 gallons
8,001 gallons & above	\$2.00 per each 1,000 gallons

The rates set forth in this Section 2.11 are subject and shall be assessed the regulatory assessments set forth in Article III of this Rate Order.

### **Section 2.12. Service to Out-of-District Customers**

Except as provided by Section 3.03 of this Rate Order, all requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case by case basis and governed by separate agreement.

### **Section 2.13. Taps to the District's System.**

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

- |    |                   |      |   |
|----|-------------------|------|---|
| a. | Residential taps: | 3/4" | \$1,035 for both water and sewer  |
|    |                   | 1"   | \$1,410 for both water and sewer (residential 1-inch water/sewer taps are limited to residences constructed after 1999, and to those residences where the water lines are sized to handle a 1" meter) |

- |    |                             |   |
|----|-----------------------------|---|
| b. | Commercial                  | 2 times the actual and reasonable cost to the District, provided, however, for fire meter taps on an existing structure due to a change in regulatory requirements, the cost is the actual cost to the District.                                |
| c. | Non-taxable:                | the actual cost to the District, including the costs of all facilities necessary to provide District services to such non-taxable entity where such facilities have been, are financed or to be financed by tax-supported bonds of the District |
| d. | Non-profit Irrigation Taps: | Cost to the District  |
| e. | Commercial Irrigation Taps: | 2 times the actual and reasonable cost to the District  |

**Section 2.14. Title to Facilities.**

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

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

### **Section 3.01. Water Service Rates.**

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

<b><u>TYPE OF CONNECTION</u></b>	<b><u>GALLONS USED</u></b>	<b><u>RATE</u></b>
Residential and Builder	0 - 8,000 gallons	\$11.00 (Minimum)
	8,001 - 20,000 gallons	\$0.50 per each 1,000 gallons
	20,001 - 30,000 gal	\$1.50 per each 1,000 gallons.
	30,001 - 40,000 gal.	\$2.50 per each 1,000 gallons
	over 40,000 gallons	\$3.50 per each 1,000 gallons
Multi-Family	\$11.00 per Multi-Family Unit (Minimum), based on 95% occupancy, plus \$1.25 per 1,000 gallons over the calculation of 8,000 gallons times 95% of the total number of Multi-Family Units	
Single Use Commercial Connections and Irrigation Connections	0 - 8,000 gallons	\$75.00 (Minimum)
	8,001 - 15,000 gallons	\$1.25 per each 1,000 gallons
	15,001 - 75,000 gallons	\$1.50 per each 1,000 gallons
	75,001 - 150,000 gallons	\$3.00 per each 1,000 gallons
	150,001 gallons & above	\$5.00 per each 1,000 gallons
Multi-Use Commercial Connections	0 - 8,000 gallons	\$75.00 (Minimum)
	8,001 - 15,000 gallons	\$1.25 per each 1,000 gallons
	15,001 - 75,000 gallons	\$1.50 per each 1,000 gallons
	75,001-150,000 gallons	\$3.00 per each 1,000 gallons
	150,001 gallons & above	\$5.00 per each 1,000 gallons

In the case of a Dual Use Structure (i.e. a residential structure used for both residential and commercial purposes) the rate for water service shall be the rate established for a Commercial Connection.

Car Washes	0 - 50,000 gallons	\$300.00 (Minimum)
	50,001 - 75,000 gallons	\$1.25 per each 1,000 gallons
	75,001 and above	\$3.00 per each 1,000 gallons

### **Non-Profit and Charitable Organization**

All political subdivisions  
(including public schools)  
and 501(c)(3) organizations

\$2.00 per 1,000 gallons

Non-Profit Irrigation

\$5.00 minimum or \$0.25 per 1,000 gallons of water used whichever is greater

**Tax Exempt Multi-Family**

If multi-family property is tax exempt pursuant to Section 11.182 of the Texas Property Code, and there is no agreement for a payment in lieu of taxes, a monthly assessment shall be added on the multi-family Customer's bill as a separate line item in accordance with the formula set forth below for the work and facilities that are necessary to provide services to the multi-family property.

Formula = Market value of multi-family property, including land and improvements as determined by the records of the appraisal district as if the property were not exempt times an amount equal to the Districts tax rate per \$100 assessed valuation divided by 12.

The market value of the multi-family property may be adjusted annually as determined by the records of the appraisal district

The assessment shall be imposed on the multi-family customer as of the date service is provided to the multi-family customer and the Customer shall be invoiced accordingly. Customer shall be billed the assessment at the same time as the District sends out its monthly water and sewer bills and payment shall be due at the same time water and sewer bills are due. The Operator shall collect the assessment in addition to other charges set forth herein for multi-family customers. Failure to pay the assessment shall result in termination of water service to the multi-family property in accordance with Article IV of this Rate Order.

**Section 3.02. Sewer Service Rates.**

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

<u>TYPE OF CONNECTION</u>	<u>GALLONS USED</u>	<u>RATE</u>
Residential	Any quantity	\$25.00 (flat fee)
Multi-Family	\$16.25 per Multi-Family Unit (Minimum) based on total number of units, plus \$1.25 per each 1,000 gallons of water usage over the calculation of 8,000 gallons times 95% of the total number of Multi-Family Units	
Single Use	0 - 8,000 gallons	\$55.00 (Minimum)
Retail Commercial	8,001 - 15,000 gallons	\$1.25 per each 1,000 gallons
Structure and	15,001 - 75,000 gallons	\$1.50 per each 1,000 gallons
Irrigation Connections	75,001 - 150,000 gallons	\$3.00 per each 1,000 gallons
	150,001 gallons & above	\$5.00 per each 1,000 gallons
Multi-Use	0 - 8,000 gallons	\$105.00 (Minimum)
Retail Commercial	8,001 - 15,000 gallons	\$1.25 per each 1,000 gallons
Structures	15,001 - 75,000 gallons	\$1.50 per each 1,000 gallons
	75,001-150,000 gallons	\$3.00 per each 1,000 gallons
	150,001 gallons & above	\$5.00 per each 1,000 gallons
Commercial Offices and buildings	0 - 8,000 gallons	\$130.00 (Minimum)
	8,001 - 15,000 gallons	\$1.25 per each 1,000 gallons
	15,001 - 75,000 gallons	\$1.50 per each 1,000 gallons
	75,001-150,000 gallons	\$3.00 per each 1,000 gallons
	150,001 gallons & above	\$5.00 per each 1,000 gallons

Car Washes	0 - 50,000 gallons	\$305.00 (Minimum)
	50,001 - 75,000 gallons	\$1.25 per each 1,000 gallons
	75,001 and above	\$3.00 per each 1,000 gallons
Sanitary Sewer Dump Station for recreational vehicles/motorhomes		Flat fee of \$55.00 per station per month

**Non-Profit and  
Charitable Organization**

All political subdivisions (including public schools) and 501(c)(3) organizations	\$2.00 per 1,000 gallons
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In the case of a Dual Use Structure (i.e. a residential structure used for both residential and commercial purposes) the rate for sewer service shall be that rate established for a Commercial Connection.

**Sanitary Sewer Dump Stations**

Any and all sanitary sewer dump stations for recreational vehicles/motorhomes shall comply with Section 2.05 of this Rate Order, including, but not limited to installation of grease trap, sampling well and pretreatment basin. Sanitary sewer dump stations for recreational vehicles/motorhomes must be inspected by the Operator for the District before operation and use. Customer is required to maintain the certification of approval from the District Operator for each sanitary sewer dump station on site. Any and all sanitary sewer dump stations for recreational vehicles/motorhomes will be inspected periodically by the District Operator for compliance with this Rate Order. Customer shall be billed for all inspections in accordance with this Rate Order, and failure to pay the service and inspection fees shall result in termination of service in accordance with Article IV of this Rate Order.

**Section 3.03. Rates for Service as Out-of-District Customer.**

Unless otherwise provided by special contract, the District shall bill out-of-District Customers monthly for water and sewer service at two times the rate for similar customers located inside the boundaries of the District. Service to the out-of-District Customer shall be subject to the this Rate Order and Rules and Regulations adopted from time to time by the District. Out- of -District Customers shall also be billed monthly (the "Payment-in-Lieu of Taxes") according to the following formula:

$$\frac{\text{Assessed valuation of owner's or customer's property inclusive of improvements thereon, inventory and all personal property}}{\text{per \$100 assessed valuation}} \times \text{the District's tax rate} \div 12$$

The Payment-in-Lieu-of-Taxes shall be imposed on the out-of-District Customer at the commencement of service and the Out-of-District Customer shall be invoiced for the Payment-in-Lieu-of-Taxes at the same time the District sends out its monthly water and sewer bills and payment shall be due at the same time water and sewer bills are due. Failure to pay the Payment-in-Lieu-of-Taxes by the due date shall result in the imposition of penalties and interest in an amount equal to the penalties and interest charged for failure to pay taxes by the due date (including the penalty charged pursuant to the Texas Property Tax Code). On or before January 1 of each year, the District's Tax Assessor and Collector shall provide written notice to the Operator of the total assessed valuation of the Tract for the preceding tax year.

#### **Section 3.04. Special Out of District Contracts**

A. **Palace of Praise**. Contract is dated December 4, 1994, has a term of ten years, and is not assignable. Customer shall be billed monthly at in-District commercial rate.

B. **Spring ISD**. Contract is dated October 8, 2003, has a term until 2033, and is not assignable. Spring ISD is billed monthly at two times the rate for commercial customers.

C. **Carlisle Aspinal/Transmission Shop**. The Contract is dated August 11, 2010, (this tract is being annexed into the District) and is not assignable. Aspinal shall be billed monthly at four times the rate for commercial Customers. The Agreement provides for only water service at this time.

D. **Resurrection Church**. (no written agreement, grandfathered).

E. **Templer Electric**. Contract is dated April 1, 2013 (this tract is being annexed into the District), and is charged for interim for service until annexed. Templer Electric shall be billed monthly as follows:

Prior years assessed valuation of  
real property plus value of all  
personal property                      x the District's tax rate    ÷ by 12    plus 2 times the rate for commercial customers.

F. **ATT**. (no written agreement, grandfathered at commercial)

#### **Section 3.05. Charges/Fees For Grease Trap Inspections/Backflow Inspections.**

For all grease trap inspections and backflow prevention device inspections, the District shall charge the cost to the District plus an administrative fee of \$25.00

#### **Section 3.06. Regulatory Assessment.**

Pursuant to Section 5.35 Texas Water Code, as amended, and 30 T.A.C. 291.76, the District shall pay by January 31 of each year a regulatory assessment to the Texas Commission on Environmental Quality in the amount required by law based on the total charges for retail water and sewer service collected from its retail customers in the prior twelve months.

At the end of each calendar year, the Operator shall prepare a written statement indicating the (i) the total charges collected for retail water and sewer service for the year; and (ii) the regulatory assessment due and payable to the Texas Commission on Environmental Quality, The Operator shall deliver the written statement to the District's Bookkeeper for payment.

#### **Section 3.07. North Harris County Regional Water Authority Regulatory Assessment.**

The District is located within the boundaries of the North Harris County Regional Water ("NHCRWA"), and is required to pay the NHCRWA for surface water supplied to the District, and to the extent that the District pumps ground water from its water wells, the District is required to pay the pumpage fee imposed by the NHCRWA for all water pumped from the District's water wells. The District shall include on each Customer's bill as a separate line item the NHCRWA charge for surface/pumpage water. The Operator shall collect the NHCRWA fee in addition to other charges. Effective April 1, 2019, the NHCRWA rate of \$4.55 per 1,000 gallons of water shall be included on each customers' bill.

#### **Section 3.08. Detention Pond Maintenance.**

The District may provide maintenance and improvements for detention facilities serving various subdivisions or certain Customers within the District. If the District does maintain a certain detention facility, the cost to maintain and improve such detention facility will be included as a separate line item on the water bills of the Customers being serviced by such detention facility. The penalties and termination procedures provided in Section 4.02, below, for late or non-payment shall apply to such costs. Detention pond fees are added to the service bills for the following customers:

Cypresswood Lakes  
Haas Toyota  
Kings Village  
Spring Park Village

**Section 3.09. No Reduced Rates or Free Service.**

All Customers receiving water and/or sewer service from the District shall be subject to the provisions of this Rate Order and shall be charged the rates established in this Rate Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District from establishing reasonable classifications of customers with differing rates.

**ARTICLE IV**  
**SERVICE POLICY**

**Section 4.01. Application for Service/ Application Fees/Security Deposits.**

A. **Application for Service.** All Customers requesting water and/or sanitary sewer service must complete the Application for Service set forth in Attachment 1, attached hereto. The Application for Service should be completed and submitted the Operator, EDP at P.O. Box 690928, Houston, Texas 77269-0928.

In instances where the previous customer continues to reside at the applicant's service address and there is an outstanding balance on the service address, service will not be initiated until the unpaid balance is paid in full.

B. **Application Fee.** Each Customer establishing a new account or transferring an existing account shall be charged a non-refundable application fee of **\$25.00**, which fee shall be in addition to the application fee set forth in Article II of this rate Order.

C. **Residential Deposits.**

1. Each Customer establishing a new account for single-family residential service and each Customer re-establishing an account for single-family residential service that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$150.00** where service is provided to the owner of the service account; and **\$300.00** where service is provided to a lessee of the service account. Upon request from the Customer, the District will include the deposit on the first water/sewer bill sent to Customer. In the event the initial payment ("Initial Payment") from the Customer is not paid or is paid with a check that is returned due to insufficient funds, Customer's water service will be subject to termination pursuant to Section 4.02 hereof; and Customer will be required to pay by cashier's check or money order the Initial Payment, plus (1) the cost to disconnect and reconnect service (if service is terminated), (2) late fees, (3) penalties and (4) an additional deposit of **\$150.00**.

2. If Customer fails to pay the deposit upon billing by the District, then Customer's water service shall be terminated in accordance with Section 4.02 hereof. Each Customer restoring water service where such service has been terminated for non-payment or for any other reason other than the request of such Customer, shall be required to pay an additional **\$150.00** deposit before service is restored. A separate **\$150.00** deposit shall be required for each such occurrence, up to a maximum of **\$1,000.00**.

3. In the event of a disaster where a residential Customer's residence ("Primary Residence") is not habitable due to flooding caused by torrential rains, or damage caused by tornado, hurricane or fire, and the Customer obtains temporary housing ("Temporary Residence") in the District, and applies for a second service account, the Customer will not be required to pay an additional deposit on the Temporary Residence account; provided, however, the deposit on file for the Primary Residence account may be applied to any unpaid bills for the Temporary Residence. If the Primary Residence deposit is used to pay unpaid bills owed on the Temporary Residence, the Customer will be



required to restore the deposit on the Primary Residence account by the amount utilized for the Temporary Residence Account.

D. **Commercial/Multi-Family Deposits.** Each customer establishing a Commercial or a Multi-Family account and each customer re-establishing a Commercial or a Multi-Family account that has been terminated for non-payment, shall be required to make a security deposit equal to two (2) times the average monthly bill for that connection as estimated by the Operator, provided, however, that in no event shall the deposit for a Commercial or Multi-Family account be less than **\$150.00**. In the case of a "strip center", each individually occupied unit must be metered or at the request of the owner of the property one master meter may be approved at the discretion of the Board. The Operator will verify metering prior to establishing service. All deposits will be paid by the customer prior to service being established. All unoccupied metered units will be billed to the owner and the owner is responsible for such accounts. A "strip center" is defined to include all commercial property, other than for residential use, which is subdivided and leased to individual firms or persons which require utility services. The District's Operator shall review the security deposit for each commercial account or multi-family residential account on a periodic basis and adjust the security deposit as needed. The District's Operator shall invoice the Customer for any increase in the security deposit.

If the Commercial Customer fails to pay the deposit upon billing by the District, then Commercial Customer's water service shall be terminated in accordance with Section 4.02 hereof. Each Commercial Customer restoring water service where such service has been terminated for non-payment or for any other reason other than the request of such Commercial Customer shall be required to pay an additional **\$150.00** deposit before service is restored. A separate **\$150.00** deposit shall be required for each such occurrence, up to a maximum of four times the average monthly bill.

E. **Full Payment Required.** Except as otherwise provided herein, service shall be initiated upon payment of the security deposit and all other fees and charges.

F. **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, provided, however, in the event the Customer owes the District delinquent taxes, the amount of delinquent taxes owed to the District shall be applied against the deposit refund. Any deposit funds remaining thereafter shall be refunded to Customer. No interest shall be payable to the Customer on any security deposit.

#### **Section 4.02. Billing Procedures**

All accounts shall be billed in accordance with the following procedures:

A. Charges for service shall be billed monthly. All bills shall be payable on the due date (the "Due Date") printed on the statement. If payment of the monthly bill is not received on or before the Due Date, action shall be taken in accordance with the following procedures:

1. Such account shall be declared delinquent and a late charge equal to ten percent (10%) of the current billed amounts shall be charged. Any partial payments received by the District shall be applied in the following order of priority: (i) past due amounts; (ii) late fees; and (iii) current amounts due.
2. Written notice of delinquency and notice of service termination shall be issued to the Customer following the Due Date and at least ten days prior to the date of the Board Meeting. The written notice shall inform the Customer: (i) of the amount of the delinquent payment; (ii) that water service will be terminated if payment is not received by the date of the Board Meeting; and (iii) of the date, time and place of the next scheduled meeting of the Board of Directors, to provide Customer the opportunity to contest, explain or correct the charges, services or disconnection, by presenting in person or in writing such matter to the Board of Directors. A written statement by the Operator that the notice was so mailed shall be prima facie evidence of delivery of same.
3. If the Customer appears before the Board of Directors in person or in writing, the Board of Directors shall hear and consider the matter prior to terminating such user. If the Board determines that service to a Customer should be terminated, the Customer shall be informed of the disconnection of service by door hanger at the address of the connection within five (5) days of the Board meeting at which termination was authorized.

4. After the meeting of the Board of Directors, final notices of water termination will be issued to all delinquent accounts by placing written notice on the Customer's door that water service will be terminated.
5. If water service is terminated, it shall be reinstated only upon payment in full of all amounts due, including any late charges, the security deposit set out in Section 4.01, and a reinstatement charge of **\$40.00**.
6. A fee of **\$5.00** shall be added to an account if a door hanger is delivered to the Customer.
7. A fee of **\$5.00** shall be added to an account if a notice of delinquency is mailed to the Customer.
8. A fee of **\$80.00** shall be added to an account if water service is terminated for any reason.

B. **Returned Checks.** A **\$25.00** fee will be charged to the 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.

#### **Section 4.03. Policy for Issuing Credits on Water and Sewer Bills**

From time to time a customer may have a water leak which goes undetected for a period of time which results in an unusually high water bill. Each residential customer is allowed a one-time adjustment in his/her water bill if the unusually high water usage is the result of a problem on the customer's side of the meter. In making the adjustment, the Operator will average the previous two month bills and charge the customer according to this Rate Order. Any credit applied to a customer's water bill shall only be applied to the charges assessed by the District. The charges applicable for the North Harris County Regional Water Authority shall not be reduced, and shall be applied on the total amount of water used.

#### **Section 4.04. Entitlement.**

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

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

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

#### **Section 4.06. Damage to District Facilities.**

A. **Damage to Meter and Appurtenances.** No person other than a duly authorized agent of the District shall open the meter box, tamper with or in any way interfere with the meter, meter box, service line or any other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or service to any customer, including but not limited to physical removal of the Tap, where the meter has been tampered with and to assess repair charges to the customer plus a damage fee of \$50.00 for the first time such fee is assessed, and a \$100.00 per incidence fee each subsequent incident. If a tap is removed pursuant to this subsection, restoration of such tap will be for all purposes considered new service, and a tap fee as provided by Article II above will be assessed to the customer, or any other person, partnership, corporation, non-profit corporation, trust or other legal entity seeking service to the subject property, and such tap will not be made, and service restored, until all applicable fees, fines, penalties and charges, including the tap fee as herein provided, have been paid.

B. **Damage to District Facilities.** The District owns and operates (1) water, sanitary sewer and drainage facilities, (2) certain administrative offices, (3) detention ponds and lakes, (4) park lands, and (5) certain recreational facilities

including, but not limited to swimming pools, tennis courts, fitness center, trails, amphitheater, pavilion, out-door convenience restrooms and playground equipment (herein items 1 through 5, collectively, the "District Facilities"). Persons who damage, cause damage to, cause injury to, or dump waste and/or debris on the District Facilities shall be held liable for such damage or injury in accordance with this the provisions set forth in this Rate Order. The cost to repair damage to the District Facilities shall be added to the Customer's service bill. Failure to pay the repairs costs shall result in termination of water service in accordance with this Rate Order.

C. **Interconnections.** Interconnections or cross connections of the District's water system, whether directly or indirectly through a customer's private system to another source of water is strictly prohibited. Customers shall construct and each customer shall maintain water connections and appurtenances so as to avoid infiltration of any possible contaminated liquid into the District's system. District personnel shall have access to all customer water lines and water line connections and appurtenances within reasonable time periods in order to inspect suspected, possible unauthorized connections. The District reserves the right to immediately and without notice to (1) disconnect water service to any customer whose internal private system has been found to be interconnected or cross connected, and (2) assess the customer such penalties as are provided by law and provided in this Section 4.06 plus those charges necessary to repair the portion of the system so damaged or contaminated.

D. **Right to Repair.** The District reserves the right to repair any damage to the District's System, appurtenances, and District Facilities without prior notice and to assess against any person such penalties as are provided by law and as are provided for in this Rate Order. Penalties shall be added to Customer service bill. Any penalties assessed shall be in addition to those charges necessary to repair the portion of the System, and District Facilities so damaged ("Damage Costs"). If the Customer fails to pay the Damage Costs, then the District may terminate the Customer's water service in accordance with this Rate Order.

E. **Policy Relating to Obstructions/Encroachments in Easements.** From time to time it is necessary for the District to undertake repairs and/or maintenance in the utility easements or road right-of-way where a customer has constructed a pool, deck, spa, fence, landscaping or planted vegetation ("Encroaching Structures). Encroaching Structures prevent access to the easement, and impede repair work to be performed by the District. Encroaching Structures which are improperly placed within the easement may be damaged or destroyed when the District undertakes repairs to its facilities. It is the Customer's obligation to keep the easement clear of Encroaching Structures. If, in the conduct of its work, the District or its contractors damage or destroy an Encroaching Structure, the District shall not repair or replace the damaged/destroyed Encroaching Structure. It is neither fair nor reasonable that the District and its taxpayers pay the cost to repair or restore any Encroaching Structure that has been improperly located in the easement. In addition, the Customer will be required to pay any additional costs the District may incur as a result of the Encroaching Structures in the easement.

Notwithstanding the foregoing, it is the District's policy to (i) replace only that portion of the sod in the easement/road right-of-way area which was disturbed during repairs/maintenance, (ii) re-install the irrigation system which was removed during repairs/maintenance, and (iii) to replace only that portion of a driveway that was removed or excavated while performing repairs/maintenance. For purposes of this Section 4.06, utility easement/road right-of- way is defined as an interest in land, granted by dedication, to public 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.

#### **Section 4.07. High Usage Accounts**

After each month's meter readings, the Operator shall send an advisory letter to the 25 residential customers who have the highest month's usage.

### **ARTICLE V** **APPLICATION FOR CONSENT TO ENCROACHMENT**

Customers requesting consent from the District relating to encroachments on District easements or such other requests shall complete the Application for Consent to Encroachment set forth in Attachment 4 to this Rate Order.

## **ARTICLE VI**

### **POLICY RELATING TO ANNEXATIONS OF LAND**

Persons/entities requesting annexation of land into the District shall enter into an annexation agreement with the District containing the provisions set forth in Attachment 5 to this Rate Order and shall submit a petition for annexation to the District substantially in the form and to the effect attached hereto as Attachment 6 to this Rate Order.

## **ARTICLE VII**

### **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 VIII**

### **ENFORCEMENT/CIVIL PENALTIES**

#### **Section 8.01. 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 Article IV, Article VI, and Article VIII of this Order and Article X of the Rules and Regulations.

**Section 8.02. 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 8.03. Appeal.** Any determination by the Operator or the 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 Operator and/or attorney shall provide the Customer with information regarding appeals and hearing procedures upon the Customer's request.

## **ARTICLE IX**

### **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 X**

### **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 XI**

### **DROUGHT CONTINGENCY PLAN**

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

## **ARTICLE XII**

### **FEES AND DUES RELATING PARK AND RECREATIONAL FACILITIES**

The District owns and operates certain park and recreational facilities, including the facilities and services provided by the Forest Oaks Swim and Racquet Club (the "Club"). Membership in the Club is voluntary; and Club members pay dues for membership in the Club. The District approves and consents to providing Club members the option of including the monthly Club dues on a Customer's service bill. Any Customer who selects the option of placing the monthly dues on the service bill agrees to and consents to the District exercising its right to termination of service in accordance with the procedures set forth in this Rate Order in the event the Customer Club member fails to pay the Club dues on the service bill as they become due.

The District allows for the lease/rental of certain park and recreational facilities conditioned upon and subject to the payment of lease/rental fees and deposits. Any party leasing/renting the park and recreational facilities as a condition precedent to the rental/lease of the park and recreational facilities shall consent to the termination of water service in accordance with this Rate Order if a payment is made by a check which is returned for non-sufficient funds or a payment to the District is not honored by the merchant bank provided by the party.

## **ARTICLE XII1**

### **MISCELLANEOUS**

**Section 13.01. 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 13.02. 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 13.03. 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 XV**  
**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 XVI**  
**EFFECTIVE DATE**

This Order shall be effective as of the date of adoption as set forth below.

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 this November 13, 2019.

ATTEST:

/s/ Vanessa Sommer  
Secretary, Board of Directors

/s/ James N. Williams  
President, Board of Directors

## **LIST OF ATTACHMENTS/APPENDICES AND EXHIBITS**

ATTACHMENT 1	Application for Residential Service
ATTACHMENT 2	Application for Service for New Development
ATTACHMENT 3(A)	Application for Change to Existing Commercial Development
ATTACHMENT 3(B)	Application for Change of Existing Office Building
ATTACHMENT 3(C)	Application for Approval of Demolition/Reconstruction/Remodel of an Existing Residence
ATTACHMENT 4	Consent to Encroachment
ATTACHMENT 5	Policy Relating to Annexations
ATTACHMENT 6	Petition for Addition of Land
ATTACHMENT 7	Demolition Application
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	- Application for Service
Exhibit 5	- Customer Service Agreement
Exhibit 6	- Sanitary Sewer Inspection Form
APPENDIX "B" -	Drought Contingency Plan
APPENDIX "C" -	Rules and Regulations Concerning Domestic and Commercial Wastes
APPENDIX "D" -	Customer Service Agreement

**ATTACHMENT 1  
RESIDENTIAL APPLICATION FOR UTILITY SERVICE**

NAME OF DISTRICT: Harris County WCID #110      DATE: \_\_\_\_\_

ADDRESS FOR SERVICE REQUEST	STREET ADDRESS			CITY	
				ZIP	
NAME OF RESIDENT				TELEPHONE	
MOVE IN DATE					
BILLING ADDRESS	INDICATE IF SAME AS ABOVE				
RENT OR OWN HOME? (CIRCLE ANSWER)  Previous customer residing at service address Circle: Yes or No	RENT (Please provide valid lease agreement)  If previous customer is currently residing at service address and there is an outstanding balance on the service address, service will not be initiated until the unpaid balance is paid in full		OWN (PLEASE PROVIDE PROOF OF OWNERSHIP) EXAMPLE: WARRANTY DEED OR SETTLEMENT STATEMENT		
EMPLOYMENT	COMPANY			ADDRESS	
	TELEPHONE				
PREVIOUS ADDRESS					
DRIVERS LICENSE	ST	NUMBER/ Must provide copy photo ID/License		Email Address:	
FEE (FOR DISTRICT USE ONLY)		DEPOSIT \$150.00 - Owner \$300.00- Renter	APPLICATION FEE \$25.00	FEE PAID \$	DATE

IS IRRIGATION SYSTEM INSTALLED? \_\_\_\_\_ POOL / SPA? \_\_\_\_\_

- APPLICANT MUST SUBMIT FULL PAYMENT FOR ALL FEES AND DEPOSIT WITH APPLICATION.
- PLEASE CALL THE OFFICE FOR PAYMENT OPTIONS.

THE INFORMATION PROVIDED IN THIS APPLICATION IS SUBJECT TO VERIFICATION. FALSIFICATIONS OR MISREPRESENTATIONS MAY RESULT IN TERMINATION OF SERVICE.

**APPLICANT'S FAILURE TO ADHERE TO ALL REQUIREMENTS CONTAINED IN THE DISTRICT'S RATE ORDER MAY RESULT IN FINES, PENALTIES AND A DELAY OR DENIAL OF SERVICE ESTABLISHMENT. A COPY OF THE DISTRICTS RATE ORDER IS AVAILABLE UPON REQUEST.**

With my signature I certify that the information in this Application is true and correct.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

PLEASE MAKE CHECK OR MONEY ORDER PAYABLE TO: Harris Co. WCID #110



**ATTACHMENT 2  
TO RATE ORDER  
HARRIS COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 110  
APPLICATION FOR NEW DEVELOPMENT**

Persons or entities inquiring as to availability of water and/or wastewater capacity or a Letter of Commitment for (1) property on which there are no vertical improvements, or (2) property on which there are existing vertical improvements and new vertical improvements are to be constructed shall be required to complete this Application for New Development. This Application for New Development is in addition to any application for service required by the District.

This Application for New Development along with a non-refundable application fee made payable to Harris County Water Control and Improvement District No. 110 (the "District") in the amount of (1) \$2,750.00 for property located in the District; and (2) \$7,500.00 for property located outside the District shall be completed and submitted the District's Engineer, LEI, at 1080 W. Sam Houston Parkway North, Suite 200, Houston, Texas 77043.

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 evaluation 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 application monies from you should the initial application fee 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.

Other pertinent facts and information you should know and be agreeable to are listed hereinafter 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:

1. Any party requesting service from the District shall be required to submit an Application to the Board of Directors for consideration in care of the District's Engineer LEI, at 1080 W. Sam Houston Parkway North, Suite 200, Houston, Texas 77043.
2. Commitment letters issued by the District for water/sewer service shall not be issued for more than one (1) year from the date of issuance.
3. Commitment letters by the District are assignable only upon written approval of the Board of Directors of the District.
4. **APPLICATIONS SHALL NOT BE CONSIDERED FOR PROPERTY WITH DELINQUENT TAXES.**
5. No construction may begin on any improvements until all fees required by the District have been paid.
6. Applicant must provide the District's Engineer with three (3) 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 Operator and Engineer. Plans shall include internal plumbing and mechanical improvement or modifications.
7. Construction of the water, sewer and drainage facilities must begin prior to the expiration date contained in the District commitment letter and diligently pursued thereafter.
8. 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 until completion of construction.

9. All tracts of land receiving services 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 OPERATOR AND 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.**
10. Applicant must make arrangements to extend the necessary 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 approved in advance of construction by the District's Operator and/ Engineer.
11. Applicant, at its sole cost, must convey all necessary easements and rights-of-way to the District with all lienholder subordinations.
12. All utility lines constructs 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.
13. Applicant shall furnish a statement of the estimated value of the proposed project as a part of the initial application itemized by land value and improvement.
14. 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.
15. 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, as such, Order may be amended from time to time.
16. **ALL COMMERCIAL DEVELOPMENTS WILL BE REQUIRED TO INSTALL GREASE TRAPS, UNLESS WAIVED BY THE BOARD OF DIRECTORS.**
17. In addition to the other referenced prerequisites, the following requirements are applicable to requests for annexation:
  - a. All legal, engineering and other costs associated with the annexation shall be paid by the Applicant.
  - b. All costs of constructing the water, sanitary sewer and drainage facilities to serve the property shall be paid by the Applicant.
  - c. Applicant shall be required to finance all costs related to whatever expansion to the District's sewage treatment plant is necessary to serve the Tract. 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 expansion of the sewage treatment plant commences.
  - d. The same restrictions and procedures as described in 17c 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.
  - e. All utility facilities proposed to be owned and operated by the District shall be designed by and construction supervised by the District's Engineer; or such other qualified civil engineering firm selected by Applicant and approved by the District, provided, however, if Applicants selects an engineer other than the District's Engineer, all design plans must be reviewed and approved by the District's Engineer.

- f. 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.
  - g. If the District issues bonds to reimburse the Applicant for the cost to design and construct the water, sewer or drainage facilities, the 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.
  - h. 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.
  - i. Whether the Applicant has a known use for the annexed tract will impact the Board's decision on whether to annex the tract.
  - j. A feasibility study shall be prepared by the District's Engineer.
  - k. Applicant shall provide to the District a copy of the deed showing current ownership of the property referenced in the Application.
  - l. Applicant shall submit to the District a current title or title commitment.
  - m. The petition of 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.
  - n. Applicant shall provide to the District a copy of the current survey of the property, including a metes and bounds description.
18. 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's Operation Manager.

#### **ATTORNEY**

Maria Salinas Parker  
 Josh J. Kahn  
**Sanford Kuhl Hagan Kugle Parker Kahn, LLP**  
 1980 Post Oak Boulevard  
 Suite 1380  
 Houston, Texas 77056  
 T: 713.850-9000  
 F: 713.850-1330  
 E: [parker@sklaw.us](mailto:parker@sklaw.us)  
 E: [kahn@sklaw.us](mailto:kahn@sklaw.us)

#### **OPERATOR**

Operator  
**Eric Thiry**  
**Environmental Development Partners, L.L.C.**  
 E: [mammal@edpwater.com](mailto:mammal@edpwater.com)  
 P.O. Box 690928  
 Houston, Texas 77269-0928  
 17495 Village Green  
 Houston, Texas 77040  
 T: 832.467.1599  
 F: 832.467.1610

#### **ENGINEER**

John Davis  
**Langford Engineering, Inc.**  
 1080 W. Sam Houston Parkway, North  
 Suite 200  
 Houston, Texas 77043  
 T: 713.461.3530  
 F: 713.932.7505  
 E: [Johnd@langford-engineering.net](mailto:Johnd@langford-engineering.net)

**APPLICATION FOR SERVICE FOR NEW DEVELOPMENT**

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

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

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

Type of Business: \_\_\_\_\_ Sales Tax Number \_\_\_\_\_

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

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

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

Estimated taxable value: \_\_\_\_\_ land \_\_\_\_\_ improvement

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

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

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

**UPON EXECUTION OF THIS APPLICATION APPLICANT HEREBY CONFIRMS THAT (1) APPLICANT (1) HAS OBTAINED A COPY OF THE DISTRICT'S RATE ORDER, (2) HAS READ AND UNDERSTANDS THE POLICY AND PROCEDURES OF THE DISTRICT SPECIFICALLY THOSE SET FORTH IN ARTICLE II OF THE RATE ORDER; (3) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION APPLICANT MUST RECEIVE WRITTEN APPROVAL FROM THE DISTRICT'S ENGINEER AND OPERATOR OF THE PLANS RELATING TO WATER, SEWER, AND DRAINAGE OF APPLICANT'S PROPERTY; (4) UNDERSTANDS THAT THE TAP FEE IS ASSESSED AT 2 TIMES THE ACTUAL COST TO THE DISTRICT, (4) IS RESPONSIBLE FOR OBTAINING AN ESTIMATE OF THE TAP FEE FROM THE DISTRICT'S OPERATOR, (5) UNDERSTANDS THAT SERVICE WILL NOT BE PROVIDED TO APPLICANT'S PROPERTY UNTIL APPLICANT HAS PROVIDED THE DISTRICT WITH EVIDENCE OF A RECORDED PLAT FOR APPLICANT'S PROPERTY AND (6) IS REQUIRED TO FURNISH TO THE DISTRICT'S ENGINEER WRITTEN CERTIFICATION FROM APPLICANT'S ENGINEER, THAT THE WATER, SANITARY SEWER AND DRAINAGE FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT'S ENGINEER AND OPERATOR.**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Applicant agrees that it shall notify the District if any of the above information should change during the Application process. This Application along with the requisite deposit must be submitted to the District's Engineer, with a copy thereof to the District's Operator and Attorney.

**For District Use Only**

Operator's recommendations: \_\_\_\_\_

\_\_\_\_\_

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

Engineer's recommendations: \_\_\_\_\_

Attorney's recommendations: \_\_\_\_\_

Is Annexation Required: \_\_\_\_\_ Amount of Service Required: \_\_\_\_\_

Additional Consideration: \_\_\_\_\_

☐ Approved ☐ Disapproved

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

\_\_\_\_\_  
Signature, President, Harris County Water Control and Improvement District No. 110

ATTACHMENT 3(A)

TO RATE ORDER

APPLICATION FOR CHANGE TO EXISTING COMMERCIAL OR MULTI-FAMILY  
DEVELOPMENT

For any changes to existing development of a Commercial Customer or Multi-family Customer, including change in account name, or management companies, or ownership, the Commercial Customer or Multi-Family Customer shall complete and file with the Water District Manager (19023 Joanleigh, Spring, Texas 77388, Tele. 281-353-0998) this Application for Change to Existing Commercial Development or Multi-Family Development, along with the appropriate application fee.

It is the duty of the Commercial Customer and the Multi-family Customer to notify the District through the Water District Manager of any change in name of the commercial or multi-family development, change in management companies, or new ownership. Notice is accomplished by completing this Application and paying the requisite application fee.

It is the duty of all Commercial Customers to provide to the Water District Manager a copy of the business or tenant's sales tax identification certificate prior to the new business opening.

It is the duty of all Commercial Customers to notify the District through the Water District Manager, of any change in business. For any changes of a business, the Commercial Customer shall provide the Water District Manager a copy of the plans and specifications of the new business prior to the new business opening.

The application fee for changes in names, management companies or ownership is \$400.00 if the application is provided within fifteen (15) days of the change; provided, however, if the change is not provided to the District within fifteen (15) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater.

For changes of a business in a commercial development the application fee is \$400.00 if there are no plumbing changes to the commercial space and the application is provided within fifteen (15) days of the change; provided, however, if the change is not provided to the District within fifteen (15) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater..

For changes of a business in a commercial development, the application fee is \$1,250.00 if there are plumbing changes to the commercial space.

Each Commercial Customer shall be required to install a sampling well at the point of discharge into the Commercial Customers sanitary sewer system pursuant to Section 2.05 of this Rate Order.

Each Commercial Customer and its Tenant and Multi-Family Customer is deemed to grant the District the right of ingress and egress for purposes of inspections and compliance with this Rate Order, including all Appendices.

Failure by the Commercial Customer or its Tenant or a Multi-Family Customer to comply with Section 2.04 of the Rate Order will result in termination of water service to the Commercial Customer or Multi-Family account in accordance with Section 4.02 of the Rate Order.

Grease trap requirements and sampling well requirements are set forth in Section 2.05 of the Rate Order and Articles IV and V of the Rules and Regulations Concerning Domestic and Commercial Wastes, Appendix C to the Rate Order.

Failure to comply with Section 2.04 of the Rate Order will result in (1) the imposition of a fine of \$1,000 for the first offense, \$1,500 for the second offense, \$2,500 for the third offense and any offenses thereafter, and (2) the termination of service to the development.

This Application for Existing Commercial Customers shall be in addition to any application required by the District's Operator.

This Application for Change to Existing Commercial or Multi-Family Account shall be completed and filed with the Water District Manager, 19023 Joanleigh, Spring, Texas 77388. The Water District Manager may be reached at 281-353-0998.

By completing this Application for Service, the Commercial Customer, its tenants and the Multi-Family Customer agree to comply with the District's Rules and Regulations and Rate Order. The Commercial Customer, its tenants and the Multi-Family Customer agree that only domestic waste shall be discharged into the sanitary sewer system.

Applicant agrees that it shall notify the District if any of the above information should change during the Application process.

**This Application for Change in Existing Commercial or Multi-Family Development must be completed and filed with the District each time there is a change of business in a Commercial Customers development**

**This Application for Change in Existing Commercial or Multi-Family Development must be completed and filed with the District each time there is a change in ownership, management or name of a Commercial or /Multi-Family account.**

**UPON EXECUTION OF THIS APPLICATION APPLICANT HEREBY CONFIRMS THAT APPLICANT HAS (1) OBTAINED A COPY OF THE DISTRICT'S RATE ORDER, AND (2) READ AND UNDERSTANDS THE POLICY AND PROCEDURES OF THE DISTRICT SET FORTH IN THE RATE ORDER AND SPECIFICALLY ARTICLE II OF THE RATE ORDER.**

**Any change of utilization to the previously approved use of the lease space covered by this application shall terminate the District's approval and a new Application must be submitted for the new use.**

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

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

City/State /Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Sales tax ID Number (attach copy of tax certificate) \_\_\_\_\_

Anticipated Opening date: \_\_\_\_\_

Amount of leased space (sq. ft.): \_\_\_\_\_

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

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

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Tenant \_\_\_\_\_

Signature of Commercial Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Commercial Customer: \_\_\_\_\_



ATTACHMENT 3(B)

TO RATE ORDER

APPLICATION FOR CHANGE TO EXISTING OFFICE BUILDING

For any changes in existing office buildings which (i) involve changes to the existing plumbing facilities, and/or (ii) include a new tenant whose is required by law to have a Texas Sales Tax and Use Certificate, the Office Building Customer shall complete and file with the Water District Manager (19023 Joanleigh, Spring, Texas 77388, Tele. 281-353-0998) the Application for Change to Existing Office Building set forth in Attachment 3(B) to this Rate Order, along with the appropriate application fee.

It is the duty of the Office Building customer to notify the District through the Water District Manager of any (i) change involving the existing plumbing facilities, and/or (ii) a new tenant who is required by law to have a Texas Sales Tax and Use Certificate. Notice is accomplished by completing the application set forth in Attachment 3(B) and paying the requisite application fee.

It is the duty of all Office Building Customers to provide to the Water District Manager a copy of the business or tenant's sales tax identification certificate prior to the new business opening.

It is the duty of all Office Building Customers to notify the District through the Water District Manager, of any change in business in the office building. For any changes of a business in an office building, the Office Building Customer shall provide the Water District Manager a copy of the plans and specifications of the new business prior to the new business opening.

The application fee for a new tenant who is required by law to have a Texas Sales Tax and Use Certificate is \$400.00 if the application is provided within fifteen (15) days of the change; provided, however, if the change is not provided to the District within fifteen (15) days, the application fee is \$1,250.00 or the actual cost to the District whichever is greater.

For changes of a business in an office building there is no application fee, if there are no plumbing changes to the business space.

For changes of a business in an office building, the application fee is \$1,250.00 if there are plumbing changes to the commercial space.

An Office Building tenant may be required to install a sampling well at the point of discharge into the Office Building Customer's sanitary sewer system pursuant to Section 2.05 of this Rate Order.

Each Office Building Customer is deemed to grant the District the right of ingress and egress for purposes of inspections and compliance with this Rate Order, including all Appendices.

Failure by the Office Building Customer or its Tenant to comply with Section 2.04 of the Rate Order will result in termination of water service to the Office Building Customer account in accordance with Section 4.02 of the Rate Order.

Grease trap requirements and sampling well requirements are set forth in Section 2.05 of the Rate Order and Articles IV and V of the Rules and Regulations Concerning Domestic and Commercial Wastes, Appendix C to this Rate Order.

Failure to comply with Section 2.04 of the Rate Order will result in (1) the imposition of a fine of \$1,000 for the first offense, \$1,500 for the second offense, \$2,500 for the third offense and any offenses thereafter, and (2) the termination of service to the development.

The Application set forth in Attachment 3(B) to this Rate Order shall be in addition to any application required by the District's Operator.

This Application for Change to Existing Office Building shall be completed and filed with the Water District Manager, 19023 Joanleigh, Spring, Texas 77388. The Water District Manager may be reached at 281-353-0998.

By completing this Application for Change to Existing Office Building, the Business Office Customer, and its tenants agree to comply with the District's Rules and Regulations and Rate Order. The Business Office Customer and its tenants agree that only domestic waste shall be discharged into the sanitary sewer system.

Applicant agrees that it shall notify the District if any of the above information should change during the Application process.

**This Application for Change in Existing Office Building must be completed and filed with the District each time there is any (i) change involving the existing plumbing facilities, and/or (ii) a new tenant who is required by law to have a Texas Sales Tax and Use Certificate. Notice is accomplished by completing the application set forth in Attachment 3(B) and paying the requisite application fee.**

**UPON EXECUTION OF THIS APPLICATION APPLICANT HEREBY CONFIRMS THAT APPLICANT HAS (1) OBTAINED A COPY OF THE DISTRICT'S RATE ORDER, AND (2) READ AND UNDERSTANDS THE POLICY AND PROCEDURES OF THE DISTRICT SET FORTH IN THE RATE ORDER AND SPECIFICALLY ARTICLE II OF THE RATE ORDER.**

**Any change of utilization to the previously approved use of the lease space covered by this application shall terminate the District's approval and a new Application must be submitted for the new use.**

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

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

City/State /Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Sales tax ID Number (attach copy of tax certificate) \_\_\_\_\_

Anticipated Opening date: \_\_\_\_\_

Amount of leased space (sq. ft.): \_\_\_\_\_

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

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

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Tenant \_\_\_\_\_

Signature of Business Office Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Business Office Customer: \_\_\_\_\_

ATTACHMENT 3(C)

APPLICATION FOR APPROVAL OF DEMOLITION/RECONSTRUCTION/REMODEL OF AN  
EXISTING RESIDENCE

This Application is for approval from Harris County Water Control and Improvement District No. 110 (the "Water District") for the demolition/reconstruction/remodel of an existing residence located within the boundaries of the Water District. To obtain approval from the Water District of the demolition/reconstruction/remodel, Applicant must pay an application fee of \$500.00, and file this completed Application with the Water District thirty (30) days prior to the commencement of demolition/reconstruction/remodel of an existing residence. This application, along with the application fee of \$500.00 must be submitted in person, or by mail to the following:

Jody Dellinger  
District Manager  
Harris County Water control and Improvement District No. 110  
19023 Joanleigh  
Spring, Texas 77388  
[jodydellinger@hwcuid110.com](mailto:jodydellinger@hwcuid110.com)  
281-353-0998

***Please type or print information.***

Applicant Name: \_\_\_\_\_ Applicant Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
Address/description of property to be demolished/reconstruction/remodeled:  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL DEMOLITIONS/RECONSTRUCTION/REMODELS MUST CONFORM TO THE WATER  
DISTRICT RATE ORDER which may be obtained from the Water District's website: [www.wcid110.com](http://www.wcid110.com)**

**APPLICANT MUST ATTACH TO THIS APPLICATION AND THE PERMIT ISSUED BY HARRIS  
COUNTY FOR THE DEMOLITION/RECONSTRUCTION/REMODEL.**

The undersigned is/are the owner(s) of the above described property that is planned for demolition. I(We) have contracted with \_\_\_\_\_ to perform the demolition/reconstruction/remodel on my/our behalf. Their contact person is \_\_\_\_\_, who may be reached at one of the following telephone numbers: \_\_\_\_\_ or \_\_\_\_\_.

I/We are making application to the Water District for the approval of:

- \_\_\_ Demolition to current structure
- \_\_\_ Reconstruction/New construction on current site
- \_\_\_ Remodel to current preexisting structure on current site
- \_\_\_ Demolition ONLY (No plans for reconstruction on site)

I/We are making application for the Water District to perform the following services in connection with the demolition/reconstruction/removal to the property described above:

- \_\_\_ Removal of domestic water meter.
- \_\_\_ Removal of irrigation meter.
- \_\_\_ Removal/plugging of sanitary sewer tap.
- \_\_\_ Termination of services to the property.

Note: This Application goes through a review and approval process based on the information submitted by the Applicant. Board of Directors meetings are held on the second Wednesday and third Thursday of every month unless otherwise posted.

Any non-compliance with this demolition application (beginning of demolition) will result in immediate termination of water service and pulling the meter for the service site. A non-compliance fee of **\$25 per day** will be applied until the application, application fee and Harris County approved plans have been submitted to and received by the Water District Manager. All applicable fees will apply for reinstallation of the meter and restoring service to the site After

the application has been received and approved by the Water District. Applicant will be informed of the Approval/Disapproval of this application via written letter from the Water District Manager.

All inspection services and fees in section 2.08 of the Rate Order may apply depending on the scope of the project in this application.

My/our signature below confirms my/our review and understanding of the aforesaid application, and that the demolition must be undertaken in accordance with the Rate Order of the Water District.

\_\_\_\_\_  
Applicant's Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature Date: \_\_\_\_\_

**HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110**

**APPLICATION REQUESTING CONSENT TO ENCROACHMENT**

The attached Application along with a non-refundable application fee made payable to Harris County Water Control and Improvement District No. 110 (the "District") in the amount of \$500 should be completed and submitted to the District's Engineer, LEI, at 1080 W. Sam Houston Parkway North, Suite 200, Houston, Texas 77043. You are advised to carefully read the information contained herein before submitting your Application.

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 evaluation of your request. The application fee will be used to cover the expenses incurred by the District for the evaluation by the consultants of your request.

The Board of Directors reserves the right to request additional application monies from you if the initial application fee is not sufficient to cover the consultant costs. If additional monies are not provided 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.

The following policies and procedures shall apply for all Application submitted to the District:

1. Written consent granted by the District is assignable only upon written approval of the Board of Directors of the District.
2. **APPLICATIONS SHALL NOT BE CONSIDERED FOR PROPERTY WITH DELINQUENT TAXES.**
3. No action may be taken in connection with the request, including but not limited to construction/installation on any improvements until all fees required by the District have been paid and written consent has been provided by the District's Engineer and Operator.
4. Applicant must provide the District's Engineer with three (3) copies of plans and specifications relating to the request for review and approval.
5. Applicant is required to provide the District with periodic written progress reports advising the Board of Directors as to the status of progress until completion.
6. **APPLICATIONS SHALL NOT BE CONSIDERED UNTIL THE DISTRICT'S OPERATOR AND 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.**
7. **IF CONSENT BY THE DISTRICT REQUIRES DOCUMENT RECORDATION IN THE OFFICIAL RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, (SUCH AS A CONSENT TO ENCROACHMENT), APPLICANT SHALL NOT COMMENCE CONSTRUCTION AND/OR INSTALLATION UNTIL SUCH DOCUMENT HAS BEEN DULY RECORDED.**
8. **FILING AN APPLICATION FOR CONSENT WITH THE DISTRICT SHOULD NOT BE CONSTRUED AS CONSENT BY THE DISTRICT. THE BOARD OF DIRECTORS WILL REVIEW EACH APPLICATION AND CONSENT WILL BE GRANTED OR**

**DENIED BASED ON THE FACTS AND CIRCUMSTANCES. HARRIS COUNTY TEXAS SHALL BE FILED AND RECORDED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND /OR INSTALLATION.**

**APPLICATION FOR CONSENT TO ENCROACHMENT OF HARRIS COUNTY WATER  
CONTROL AND IMPROVEMENT DISTRICT NO. 110**

Name of Applicant/Business:

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Address:

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Type of Business:

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Property Description:

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Name and address of title holder to referenced property:

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Please provide a brief statement as to the action/consent being requested:

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

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

Print Name: \_\_\_\_\_

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

Applicant agrees that it shall notify the District if any of the above information should change during the Application process. This Application along with the requisite deposit must be submitted to the District's Operation Manager, with a copy there of to the District's Engineer and Attorney.

**For District Use Only**

Operator's Comments:

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Engineer's Comments:

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The forgoing Application was \_\_\_\_\_approved \_\_\_\_\_denied by the Board of Directors  
on\_\_\_\_\_.

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President, Board of Directors

**ENGINEER**

John Davis

**Langford Engineering, Inc.**

1080 W. Sam Houston Parkway, North  
Suite 200

Houston, Texas 77043

T: 713.461.3530

F: 713.932.7505

E: [Johnd@langford-engineering.net](mailto:Johnd@langford-engineering.net)

**OPERATOR**

Mike Ammel/Eric Thiry

**Environmental Development Partners, L.L.C.**

**(EDP)**

P.O. Box 690928

Houston, Texas 77269-0928

17495 Village Green

Houston, Texas 77040

T: 832.467.1599

F: 832.467.1610

E: [mammal@edpwater.com](mailto:mammal@edpwater.com)



ATTACHMENT 5  
POLICY RELATING TO ANNEXATION

Any and all annexation agreement between the District and persons and/or entities ("Annexation Applicant") requesting annexation of land into the District ("Annexation Tract") shall provide for and contain the following provisions.

**District Approval Required.**

Annexation Applicant for annexation must submit to the District for approval a site plan setting forth the proposed development of the Annexation Tract (the "Site Plan"). To the extent that the final Site Plan does not materially change from the Site plan submitted to the District, no further approval of the Site plan is required by the District; provided, however, Annexation Applicant shall provide the District with a copy of any revised Site Plan prior to commencing construction regardless of whether the change is material or nonmaterial. Any material changes to the Site Plan must be approved in writing by the District.

Approval of the Site Plan by the District shall be to insure that (i) the Annexation Tract is developed as represented to the District, (ii) the external design construction material and color of the buildings conform to adjacent existing structures, and (iii) the location and finish grade elevations of the improvements conform to the surrounding topography.

Approval of the Site Plan by the District is only for the purposes described above, and specifically, but without limitation, shall not be construed as any representation by Annexation Applicant or the District as to, or responsibility for, design or quality of improvements or the ultimate construction thereof.

**Offensive and Prohibited Uses.**

No use of the Annexation Tract shall be permitted which is illegal.

No activity or use shall be permitted on or with respect to any part of the Annexation Tract for the operation of:

- (A) any business which discharges wastes other than domestic waste;
- (B) any dry cleaning facility/plant, nail salon, beauty/hair salon except as incorporated as a day spa with a pre-treatment process, trailer court, slaughterhouse, tannery, cannery, manufacturing facility, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage and distribution, any dumping disposal, incineration or reduction of garbage or refuse, or any fire or bankruptcy sale or auction house operation, open air or flea market operation, or waste treatment facility, junk yard, scrap metal yard or waste material business (including any dumping, disposal, incineration or reduction of garbage or refuse, but this restriction shall not preclude the use of compacting devices on the Annexation Tract which temporarily hold refuse for disposal off-site when such devices are used in conjunction with a Annexation Tract use or business which is not a junk yard, scrap metal yard, or waste material business);
- (C) a used clothing business or a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items;
- (D) an auction house or flea market;
- (E) a night club, bar, amusement or game room, lounge or tavern;

(F) "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premises X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing to the prurient interests of the general public or would otherwise diminish the reputation or alter the family-oriented character of the immediate community in which the Annexation Tract is located including any business which requires a sexually oriented business permit or like permit from the City of Houston or other governmental authority;

(G) the keeping of sheep, goats, horses, cattle, swine, poultry, dangerous animals, snakes, livestock, or other animals or fowl of any kind other than household pets;

(H) storage of oil, gasoline, or other flammable liquid other than minimal amounts used in the ordinary course of business for a non-prohibited use;

(I) any oil exploration, excavation or drilling operations, oil refinery, quarrying or mining operations of any kind; the placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or other structure designated for the use in boring/drilling for fossil fuels; provided however, that the foregoing prohibition shall be subject to presently existing rights, if any, in favor of the owners of the minerals in and to the Annexation Tract;

(J) residential treatment centers, including without limitation, drug or psychiatric treatment centers; or half-way houses;

(K) exterior storage of any goods or materials; and

(L) any other use not compatible with the operation of a commercial, retail, professional office project, or memory care facility. No building, structure, addition, sign or other improvement shall be erected, maintained or permitted upon any portion of the Annexation Tract that would be used for the foregoing offensive and/or prohibited uses.

These restrictions shall be covenants that run with the land, and a copy of this Agreement shall be filed of record in the Real Property Records of Harris County, Texas. The restrictions shall be deemed to be material and continuing, shall not be merged and shall survive the annexation of the Annexation Tract into the District.

### **Open Spaces/Detention Pond.**

With respect to each developed portion of the Annexation Tract, at least ten percent (10%) of each such developed portion of the Annexation Tract shall be landscaped and maintained as open space areas (exclusive of any detention pond), and each such building tract shall have an irrigation system installed throughout. Any designated landscape easement within the Annexation Tract's boundaries may be included in open space calculations. In the event the Annexation Tract is developed in phases, Owner shall dedicate at least ten per cent (10%) of each phase for landscaping.

Annexation Applicant agrees that a property owners association shall be established to maintain the open spaces, detention pond and landscaped areas. The property owners association shall maintain the detention pond so that it retains water at the level of original design. Owner shall provide to the District a copy of the property restrictions establishing the property owners association. Such restrictions shall require the property owners association to abide by the terms of this Annexation Policy.

### **Grading and Drainage.**

Surface drainage shall be collected on-site and connected to underground storm drain structures. Care shall be taken not to cause damage, or flooding or ponding of water to adjacent properties during construction or after completion of the project.

**Signs/Exterior Lighting/Trash Receptacle.**

No sign of a flashing or moving character shall be installed and no pylon signs shall be permitted on any part of the Annexation Tract. For the purposes of this provision, signs shall include, without limitation, awnings, mobile trailer signs, canopies, banners, and advertising placed on walls, automobiles, windows, or other objects located on the Annexation Tract. No free-standing sign shall exceed the height of ten (10) feet above the ground.

Any exterior lighting shall be placed or positioned so that it does not shine into the homes of the adjacent residential area.

All trash receptacles/dumpsters shall be placed so as to be concealed from view from adjacent homes, businesses and vehicular street traffic.

The forgoing provisions shall be covenants that run with the land, and a copy of the annexation agreement shall be filed of record in the Real Property Records of Harris County, Texas. The provisions herein set forth shall be deemed to be material and continuing, shall not be merged and shall survive the annexation of the Annexation Tract into the District.

PETITION FOR ADDITION OF CERTAIN LAND TO THE DISTRICT

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

TO THE BOARD OF DIRECTORS OF  
HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110

\_\_\_\_\_, a \_\_\_\_\_(herein “Petitioner”), hereby petitions the Board of Directors (the “Board”) of Harris County Water Control and Improvement District No. 110 (the “District”) for inclusion within the District of the land hereinafter described, so that such land shall be added to, and become a part of, the District.

In support of this Petition, Petitioner would respectfully show unto the Board the following:

I.

Petitioner is the owner of the tract of land described by metes and bounds in Exhibit “A” (the “Tract”) attached hereto and made a part hereof for all purposes.

II.

No person or entity holds a lien on the Tract, except for\_\_\_\_\_.

III.

No one currently resides upon the Tract.

IV.

The Tract lies wholly within the extraterritorial jurisdiction of the City of Houston, Harris County, Texas and is not located within the boundaries of any incorporated city or town.

V.

Petitioner agrees and states that the addition of the Tract to the District is feasible, practicable and to the advantage of the District, and the water, sewer, and drainage systems and other improvements of the District are or will be sufficient to supply the Tract without injuring land already in the District.

VI.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the aforesaid land and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District’s debts.

VII.

Without limiting the generality of Paragraph VI above, Petitioner is aware that the District has heretofore issued and has outstanding a total of \$26,995,000 of its Waterworks and Sewer System Combination Unlimited Tax and Revenue Bonds, and Petitioner hereby agrees that the Tract and all

improvements thereon, presently existing or to be constructed, shall assume its share of all bonds or other obligations of the District and must be taxed equally with all other property within the District. Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Tract of a pro rata share of all obligations of the District, and of the taxes levied or hereafter to be levied by the District.

#### VIII.

Petitioner, its successors and assigns, hereby agrees that the Tract and any improvements existing or to be constructed thereon, shall be liable for its pro rata share of all voted but unissued bonds of the District which were authorized at various elections held within the District, and which may hereafter be issued and sold by the District. This Petition constitutes authorization by Petitioner, its successors and assigns, for the Board to issue and sell all of the remaining unissued bonds for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates, when in the Board's judgment such amounts are required for the authorized purposes.

#### IX.

This Petition shall further be considered the consent and authorization of Petitioner, its successors and assigns, for all the taxable land described in Exhibit "A", and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal and interest on the District's outstanding bonds; (2) the payment of principal and interest on the District's voted but unissued bonds; and (3) all other purposes for which the District may lawfully levy taxes, including taxes levied for maintenance purposes.

#### X.

Petitioner, its successors and assigns, hereby agree that notwithstanding anything to the contrary herein, no use of the Tract shall be permitted which is illegal.

In addition, no activity or use shall be permitted on or with respect to any part of the Tract for the operation of:

- (F) any business which discharges wastes other than domestic waste;
- (G) any dry cleaning facility/plant, nail salon, beauty/hair salon except as incorporated as a day spa with a pre-treatment process, trailer court, slaughterhouse, tannery, cannery, manufacturing facility, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage and distribution, any dumping disposal, incineration or reduction of garbage or refuse, or any fire or bankruptcy sale or auction house operation, open air or flea market operation, or waste treatment facility, junk yard, scrap metal yard or waste material business (including any dumping, disposal, incineration or reduction of garbage or refuse, but this restriction shall not preclude the use of compacting devices on the Tract which temporarily hold refuse for disposal off-site when such devices are used in conjunction with a Tract use or business which is not a junk yard, scrap metal yard, or waste material business);
- (H) a used clothing business or a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items;
- (I) an auction house or flea market;
- (J) a night club, bar, amusement or game room, lounge or tavern;
- (F) "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premises X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing to the prurient interests of the general public or would otherwise

diminish the reputation or alter the family-oriented character of the immediate community in which the Tract is located including any business which requires a sexually oriented business permit or like permit from the City of Houston or other governmental authority;

- (G) the keeping of sheep, goats, horses, cattle, swine, poultry, dangerous animals, snakes, livestock, or other animals or fowl of any kind other than household pets;
- (H) storage of oil, gasoline, or other flammable liquid other than minimal amounts used in the ordinary course of business for a non-prohibited use;
- (I) any oil exploration, excavation or drilling operations, oil refinery, quarrying or mining operations of any kind; the placement of any oil wells, tanks, tunnels, mineral excavations or shifts, or any operating derrick or other structure designated for the use in drilling for fossil fuels; provided however, that the foregoing prohibition shall be subject to presently existing rights, if any, in favor of the owners of the minerals in and to the Tract;
- (J) residential treatment centers, including without limitation, drug or psychiatric treatment centers; or half-way houses;
- (K) exterior storage of any goods or materials; and
- (L) any other use not compatible with the operation of a commercial, retail, professional office project, or memory care facility. No building, structure, addition, sign or other improvement shall be erected, maintained or permitted upon any portion of the Tract that would be used for the foregoing offensive and/or prohibited uses.

The restrictions set forth in this Section 4.03 shall be covenants that run with the land, and a copy of this Agreement shall be filed of record in the Real Property Records of Harris County, Texas. The restrictions set forth in this Section 4.03 shall be deemed to be material and continuing, shall not be merged and shall survive the annexation of the Tract into the District.

## XI.

For and in consideration of the addition of the Tract to the District, Petitioner agrees that the covenants contained herein shall become fixed with the land, shall run with the land, and shall be binding on Petitioner, its successors and assigns.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the Secretary of the Board; that, thereafter this Petition be heard by the Board and granted in all respects; that, the Tract be added to and become a part of the District, as provided by law, including particularly Chapters 49 and 54, Texas Water Code, as amended; that, after it has been heard and granted, this Petition and the Board's action hereon be filed of record in the Office of the County Clerk of Harris County, Texas; and that Petitioner have such other Orders and relief to which it may show itself entitled.

RESPECTFULLY SUBMITTED THIS \_\_\_\_\_.

“PETITIONER”

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf said \_\_\_\_\_.

STAMP NAME AND DATE OF  
EXPIRATION OF COMMISSION  
BELOW:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

## APPENDIX A

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

THE STATE OF TEXAS §

COUNTY OF HARRIS §

HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 §

#### 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. Detector Meter is a device to register the flow of water for the purpose of complying with regulatory requirements that all water lines shall be metered.

3. District is Harris County Water Control and Improvement District No. 110 of Harris County, Texas, a political subdivision of the State of Texas.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.



9. 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.

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

11. 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.

12. 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.

13. Tap Fee is the fee paid to the District to connect to the District's water and/or sanitary sewer systems. The amount of the Tap Fee shall be established in the District's Rate Order and may be modified or changed at any time, and is retroactive to all customers.

14. 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.

15. Water Supply System is composed of all water lines, valves, valve boxes, flushing valves, blow off 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.

16. 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.

17. 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.

18. 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) of the Local Government Code, has been presented to the District's Engineer.

#### 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 to the

District's Engineer and Operator 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, curb stops, and related fittings manufactured by Ford, Hays or Muller;
3. Polyethylene water service pipe, 3/4" to 2";
4. Cast iron or PVC 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 are prohibited for the installation and repair of the District's Water Supply System and for the installation and repair of any private plumbing facilities:

1. any pipe or pipe fitting which contains more than 0.25% lead; and
2. any solder or flux which contains more than 0.25% 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 "4," 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 0.25% lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

Section 3.05. Prohibited Connections.

- A. No water connection from the District's Water Supply System shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.
- B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of non-potable 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.
- D. When the water pressure from a District water main during flow is insufficient to supply fixtures that are likely to be in simultaneous operation, the supply shall be from a gravity house tank, pressure tank or booster system. No pumps are permitted to take suction directly from a main owned, operated or served, whether directly or indirectly, by the District, unless the main is of sufficient size, as determined by the District Engineer, and an exception to this rule is approved and granted by the District.

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. All backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. All backflow prevention assemblies shall be inspected and tested annually. The Test Report, as described in Exhibit "3" attached hereto, shall be retained for a minimum of three (3) years by Customer with copies provided to the District. 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 Agreement.

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 "5" 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. Unless otherwise installed by the District's Operator, 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. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) and installed according to ASTM D2321.
2. Ductile Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.
3. 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 Sanitary 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.

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 toward 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 "4") 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 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 reinspections) 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.

#### **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 un-metered water taps.

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

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

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

1. Discontinuance of water service.
2. Disconnection and sealing of sanitary sewer connection.
3. The Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to **\$5,000**. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for

attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.

4. A Customer found in violation of these Rules and Regulations shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
5. A Customer found in violation of these Rules and Regulations who causes or contributes to a violation by the District's Sanitary Sewer Collection System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's Sanitary Sewer Collection System.

**ARTICLE XI.**  
**EFFECTIVE DATE**

These Rules and Regulations shall become effective immediately.

EXHIBIT "1"  
TO APPENDIX A

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

I, \_\_\_\_\_, a duly licensed plumber in the State of Texas, hereby certify that the connection at \_\_\_\_\_ (the "Connection") complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Amended and Restated Rules and Regulations for \_\_\_\_\_. 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 installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.25% lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date

EXHIBIT "2"  
TO APPENDIX A  
Service Inspection Certification

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

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

Non-                      Compliance on

Compliance    Compliance    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.	<b><u>FOR DISTRICT USE ONLY</u></b>  <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%.</u></b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
(5)	<b><u>No solder or flux which contains more than 0.25% lead.</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**

☐ Reduced Pressure Principle  
☐ Double Check Valve  
☐ Not Needed at this Address

☐ Pressure Vacuum Breaker  
☐ Atmosphere Vacuum Breaker

Manufacturer \_\_\_\_\_  
Model Number \_\_\_\_\_  
Serial Number \_\_\_\_\_

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

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

The above is certified to be true.

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

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

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

Duplicate to

(address)

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

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Lot)

\_\_\_\_\_  
(Block)

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

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

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT "5"**

### **TO APPENDIX A**

#### **CUSTOMER SERVICE AGREEMENT**

**SECTION I. PURPOSE.** Harris County Water Control and Improvement District No. 110 (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 Customer 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 0.25% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**SECTION III. SERVICE AGREEMENT.** The following are the terms of this Customer Service Agreement between Harris County Water Control and Improvement District No. 110 (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 "6"**  
**TO APPENDIX A**

**INSPECTION FORM**  
**SANITARY SEWER SERVICE**

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_  
Street Address \_\_\_\_\_  
Inspection Requested By: \_\_\_\_\_ Date \_\_\_\_\_  
Date Tap to Be Made \_\_\_\_\_  
Results of Inspection Made on \_\_\_\_\_ at \_\_\_\_\_ AM \_\_\_\_\_ PM

Pipe Material: \_\_\_\_\_ Size \_\_\_\_\_ PVC (D3034) \_\_\_\_\_ ABS(D2751) \_\_\_\_\_  
Tap to: \_\_\_\_\_ Wye \_\_\_\_\_ Stack \_\_\_\_\_  
Cleanout: \_\_\_\_\_ House \_\_\_\_\_ and \_\_\_\_\_

**INSTALLATION**

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: \_\_\_\_\_

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Copy to:

Applicant:	_____	By:	_____
		District Inspector	
Manager:	_____	By:	_____
		Authorized Representative of Applicant	

## **APPENDIX B**

### **DROUGHT CONTINGENCY PLAN FOR HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110**

#### **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 **HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110**, (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 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 firefighting.

**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 the North Harris County Regional Water Authority ("NHCRWA") declares a Stage 1 water shortage, or when total daily water demand reaches 16 hours well motor run time for three (3) consecutive days, 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 the NHCRWA declares a Stage 2 water shortage, when total daily water demand reaches 18 hours well motor run time for three (3) consecutive days, 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 the NHCRWA declares a Stage 3 water shortage, or when total daily water demand reaches 20 hours well motor run time for three (3) consecutive days, 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 the NHCRWA declares a Stage 4 water shortage, or, when total daily water demand reaches 22 hours well motor run time for three (3) consecutive days, 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 3, 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); or
3. When the NHCRWA declares an Emergency Water Shortage.

**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.

**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, 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 invoke 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 10 percent reduction in daily water demand.

**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 to the hours of 7:00 p.m. to 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and (iii) Tuesdays and Fridays for all other customers.
- (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 measures such as displacement bags, low-flow shower heads, leak detection tablets, and to minimize or discontinue water use for non-essential purposes.
- (4) Customers are requested to check for, and repair all leaks, dripping faucets, and running toilets.
- (5) Mandatory measures may be imposed if the water shortage period continues.

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

A. **Goal:** Achieve a 20 percent reduction in daily water demand.

**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, in addition to the restrictions listed in Stage 1, the following water use restrictions shall apply to all persons:

(1) Irrigation shall be limited to the hours of 7:00 p.m. to 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and (iii) Tuesdays and Fridays for all other customers.

(2) Irrigation of green belts, common areas, esplanades and sports field shall be limited to Tuesdays 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 7:00 p.m. to 5:00 a.m. 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 rinses. 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 7:00 p.m. to 5:00 a.m.

(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 firefighting, 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 7:00 p.m. to 5:00 a.m. 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).

(10) Repair detectable water leaks within 72 hours of discovery.

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

A. **Goal:** Achieve a 30 percent reduction in daily water demand.

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 Stages 1 and 2 shall remain in effect during Stage 3 except:

(1) Irrigation shall be limited to the hours of 7:00 p.m. to 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and (iii) Tuesdays and Fridays for all other customers.

(2) Use of water for ornamental, decorative, or scenic purposes such as fountains, reflecting pools, and water gardens shall be prohibited.

(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.

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

(6) 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 7:00 p.m. to 5:00 a.m. ~~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.

(7) 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 7:00 p.m. to 5:00 a.m.

(8) 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.

(9) Use of water from hydrants shall be limited to firefighting, 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.

(10) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 7:00 p.m. to 5:00 a.m. 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.

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

(12) 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).

(13) Repair detectable water leaks within 72 hours of discovery.

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

A. **Goal:** Achieve a 35 percent reduction in daily water demand.

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 shall be limited to the hours of 7:00 p.m. to 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and (iii) Tuesdays and Fridays for all other customers.

(2) Use of water for ornamental, decorative, or scenic purposes such as fountains, reflecting pools, and water gardens shall be prohibited.

(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.

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

(6) 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 7:00 p.m. to 5:00 a.m. 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.

(7) 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 7:00 p.m. to 5:00 a.m.

(8) 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.

(9) Use of water from hydrants shall be limited to firefighting, 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.

(10) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 7:00 p.m. to 5:00 a.m. 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.

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

(12) 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).

(13) Repair detectable water leaks within 72 hours of discovery.

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:**    Reduce delivery of water as appropriate to address the emergency condition and 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. In addition to the foregoing, the District shall implement the water shortage response measures mandated by the North Harris County Regional Water Authority.

#### **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.

D.     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**

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

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

Persons requesting an exemption from the provisions of this 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:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) 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.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) 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.
- (h) Other pertinent information.

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

- (a) Variances granted shall include a timetable for compliance.
- (b) 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 C  
Harris County Water Control and Improvement District No. 110  
Harris County, Texas  
(Drought Stage 1)**

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

Dear Customer:

Harris County Water Control and Improvement District No. 110 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 shall be limited to the hours of 7:00 p.m. and 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and (iii) Tuesdays and Fridays for all other customers.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Tuesday 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 7:00 p.m. and 5:00 a.m. 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 7:00 p.m. and 5:00 a.m.
- (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 firefighting, 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 7:00 p.m. and 5:00 a.m. 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).
- (j) Customers are requested to check for, and repair all leaks, dripping faucets, and running toilets.

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 C  
Harris County Water Control and Improvement District No. 110  
Harris County, Texas  
(Drought Stage 2)**

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

Dear Customer:

Harris County Water Control and Improvement District No. 110 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 shall be limited to the hours of 7:00 p.m. to 5:00 a.m. on (i) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number and (iii) Tuesdays and Fridays for all other customers.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Tuesday 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 7:00 p.m. to 5:00 a.m. 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 7:00 p.m. to 5:00 a.m.
- (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 firefighting, 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 courses, and fairways is prohibited except on designated watering days between the hours 7:00 p.m. to 5:00 a.m. 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).
- (j) Repair detectable water leaks within 72 hours of discovery.

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 C  
Harris County Water Control and Improvement District No. 110  
Harris County, Texas  
(Drought Stage 3)**

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

Dear Customer:

Harris County Water Control and Improvement District No. 110 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 shall be limited the hours of 7:00 p.m. and 5:00 a.m. on (1) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and Tuesdays and Fridays for all other customers. 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..
- (d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or 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 for all outdoor purposes such as irrigation, fountains, reflecting pools, and water gardens shall be prohibited.
- (g) Use of water from hydrants shall be limited to firefighting, 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.
- (h) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (i) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (j) 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 C  
Harris County Water Control and Improvement District No. 110  
Harris County, Texas  
(Drought Stage 4)**

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

Dear Customer:

Harris County Water Control and Improvement District No. 110 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 shall be limited to hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only the hours of 7:00 p.m. and 5:00 a.m. on (1) Sundays and Thursdays for customers with a street address ending in an even number, (ii) Saturdays and Wednesdays for water customers with a street address ending in an odd number, and Tuesdays and Fridays for all other customers. The use of hose-end sprinklers is prohibited at all times.
- (b) Use of water for all outdoor purposes such as irrigation, fountains, reflecting pools, and water gardens shall be prohibited.
- (c) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare.
- (d) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 7:00 p.m. to 5:00 a.m. 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.
- (e) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (f) 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).
- (g) 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.
- (h) In the event that water shortage conditions threaten public health, safety and welfare, the District may implement additional measures.

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 C**  
**Harris County Water Control and Improvement District No. 110**  
**Harris County, Texas**  
**(Drought Stage 5)**

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

Dear Customer:

Harris County Water Control and Improvement District No. 110 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 firefighting, 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 courses 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.
- (k) In the event that water shortage conditions threaten public health, safety and welfare, the District may implement additional measures.

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 7  
TO APPENDIX C  
Harris County Water Control and Improvement District No. 110  
of  
Harris County, Texas**

**CITATION**

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

Dear Customer:

On \_\_\_\_\_, you were notified that you were violating the Water Use Restrictions of Harris County Water Control and Improvement District No. 110. 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 Harris County Water Control and Improvement District No. 110 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 C**  
**HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 110**  
**Harris County, Texas**

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

Dear Customer:

The Drought Condition has ended. You may return to normal water usage. The Board of Directors of Harris County Water Control and Improvement District No. 110 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

**Draft**  
**TEXAS WATER DEVELOPMENT BOARD**  
**P. O. BOX 13231, CAPITOL STATION**  
**AUSTIN, TX 78711-3231**  
**WATER AUDIT REPORTING FORM**

Mark Mathis, Conservation Division  
P. O. Box 13231  
Austin, TX 78711  
(512.463.0987)  
Email: Mark.Mathis@twdb.state.tx.us

Utility Name: \_\_\_\_\_  
Type of Utility: (circle one) WSC MUD WCID SUD CITY Other \_\_\_\_\_  
Regional Water Planning Group(s) in which this system operates \_\_\_\_\_  
[http://www.twdb.state.tx.us/mapping/maps/pdf/sb1\\_groups\\_8x\\_11.pdf](http://www.twdb.state.tx.us/mapping/maps/pdf/sb1_groups_8x_11.pdf)  
Name of person completing this form: \_\_\_\_\_  
Phone number of person completing form (area code) \_\_\_\_\_  
Mailing address of Utility: \_\_\_\_\_  
Reporting Period: From \_\_\_\_\_ To \_\_\_\_\_  
Percentage of water used: Surface - \_\_\_\_\_ Groundwater \_\_\_\_\_  
Mean household income of population served: \_\_\_\_\_  
<http://factfinder.census.gov/servlet/SAFFPeople?>  
Population served \_\_\_\_\_

Note: unit of measure (Acre- foot or Million gallons) must stay consistent throughout report

**I. SYSTEM INPUT VOLUME** **MG ACRE-FT OTHER** \_\_\_\_\_

Water Delivery - Amount of water put into delivery system: \_\_\_\_\_

Master Meter Adjustment - Volume master meter did not account for: +/- \_\_\_\_\_

Corrected Input Volume - Water delivery plus/minus Master Meter Adjustment: \_\_\_\_\_

**2. AUTHORIZED CONSUMPTION**

Revenue Water \_\_\_\_\_

Billed Metered - All water sold: \_\_\_\_\_

Billed Unmetered - All water sold but not metered: \_\_\_\_\_

Non-Revenue Water \_\_\_\_\_

Unbilled metered - City and local government use metered line flushing: \_\_\_\_\_

Unbilled unmetered - Line flushing/fire dept use: (estimate) \_\_\_\_\_

Authorized Consumption - The Total of all Authorized water: \_\_\_\_\_

**3. WATER LOSS**

**Apparent Loss**

Customer Meter Under-Registering-Inaccurate customer meters +/- \_\_\_\_\_

Billing Adjustment/Waivers \_\_\_\_\_

Unauthorized consumption (Theft) (estimate) \_\_\_\_\_

Total at Apparent loss \_\_\_\_\_

**Real Loss:**

Operator error (storage tank overflows) \_\_\_\_\_

Main break/leaks: (estimate) \_\_\_\_\_

Customer service line leaks/breaks: (estimate) \_\_\_\_\_

The Total of Real Loss \_\_\_\_\_

Total Water Loss, Apparent Loss + Real Loss \_\_\_\_\_

**4. TECHNICAL PERFORMANCE INDICATORS**

**Performance Indicators for Real Losses**

Your utility's number of service connections \_\_\_\_\_

Your utility's number of miles of main lines \_\_\_\_\_

Now divide your service connections by miles of main \_\_\_\_\_

Total Real Loss/Miles of Main/365

\_\_\_\_\_

Total Real Loss/No. of Service Connections/365

\_\_\_\_\_

**5. FINANCIAL PERFORMANCE INDICATORS**

Total Real Loss

\_\_\_\_\_

Production cost of water

\_\_\_\_\_

Total Real Loss multiplied by production cost of water:

\_\_\_\_\_

Total Apparent Loss Retail cost of water

\_\_\_\_\_

Retail cost of water

\_\_\_\_\_

Total Apparent loss multiplied by retail cost of water:

\_\_\_\_\_

## APPENDIX C

### RULES AND REGULATIONS CONCERNING DOMESTIC AND COMMERCIAL WASTES

THE STATE OF TEXAS §

COUNTY OF HARRIS §

HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 §

#### 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/l, B.O.D. is not more than 200 mg/l, and NH<sub>3</sub>-N is not more than 35 mg/l.
18. The term "**overload**" means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designated hydraulic capacity, its installed rated capacity, or its organic loading capacity.
19. The term "**person**" means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or of the United States of America; any incorporated city, town, or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate, or any other entity whatsoever.
20. The term "**pH**" means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in molecules per liter of solution.
21. The term "**Pollutant**" means any dredged spoil, solid waste, incinerator residue, waste, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.
22. The term "**pretreatment**" means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of the Pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Waste Disposal System.
23. The term "**properly shredded garbage**" means solid waste from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.
24. The term "**slug**" means any discharge of water which in the concentration of any given constituent or in the quantity of the flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.
25. The term "**Standard Methods**" means the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, the America Water Works Association, and the Water Pollution Control Federation.
26. The term "**storm sewer**" means sewers which carry storm and surface waters and drainage and into which waste is not intentionally discharged.
27. The term "**suspended solids**" means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.
28. The term "**trap**" means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes, or other substances which may be harmful to either the Waste Disposal System or its treatment processes.
29. The term "**waste**" means normal domestic wastewater and commercial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.
30. The term "**Waste Disposal System**" means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating, and disposing of waste collected by the sanitary sewer collection systems of

the District's customers, together with such extensions, enlargements, and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

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

### **III. PROHIBITED DISCHARGE**

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

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

1. Any inflows or infiltration, including but not limited to, storm water, groundwater, roof runoff, sub-surface drainage, noncontact cooling water, or from sources such as downspouts, yard drains, pool drains, yard fountains or ponds, or lawn sprinklers.
2. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Waste Disposal System or to the operation of the Waste Disposal System. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has identified or hereafter identifies as a fire hazard or a hazard to the system.
3. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Waste Disposal System including, but not limited to, garbage (other than properly shredded garbage) containing particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, 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 photo processing chemicals shall be collected in sealed containers and hauled away for reprocessing.

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

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

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

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

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 of 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.

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

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

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.