

**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 167, OF HARRIS COUNTY, TEXAS**

**AMENDED RATE ORDER
(Effective December 21, 2022)**

WHEREAS, Harris County Municipal Utility District No. 167 (the "District") is located in the extraterritorial jurisdiction (the "ETJ") of the City of Houston (the "City") in Harris County (the "County"); and

WHEREAS, the District owns a water, sanitary sewer and storm sewer and drainage system designed to provide service to residential and commercial establishments within the District; and

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

WHEREAS, the Board of Directors of the District deems it necessary to adopt this Amended Rate Order and Regulations Governing Water and Sanitary Sewer Lines and Connections ("Rate Order"); Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 167 THAT:

SECTION 1: DEFINITIONS

Section 1. Definitions. The following words or phrases shall have the meanings indicated below:

A. "Single Family Residential User" - means a User of the District's water and sewer system which consists of one residence (whether stand-alone or attached to another residence as a duplex or quadplex) designed for use and occupancy by a single family unit and individually metered, which includes builder connections.

B. "Non-Single Family Residential User" - means any User of the District's water and sewer system, other than a Single Family Residential or Public Space Water User, including, but not limited to, commercial establishments, multi-family residential units (i.e. apartment complexes) other than duplexes or quadplexes that are individually metered, recreational facilities, clubs, and Non-Taxable Users.

C. "Public Space Water User" - means any User of the District's water system for public or homeowner association esplanades, open space recreational areas, or green spaces ("Public Spaces").

D. "Non-Taxable User" - means a User of the District's water and sewer system that is not subject to ad valorem taxation by governmental entities under the provisions of the Texas Property Tax Code.

SECTION 2: WATER

A. Tap Fees and Inspections.

- (1) Single Family Residential Users. Prior to the connection of a Single Family Residential User to the District's water system, a tap fee in the amount shown in Exhibit "A" shall be paid to the District to cover the cost of making said connection and the cost of materials.
- (2) Non-Single Family Residential Users. Connections to the District's system shall not be allowed prior to receipt by the District's operator of (a) the District engineer's letter of no objection and (b) payment of the tap fee. All water system connections shall be made by the District's operator or its subcontractors and all sewer connections shall be inspected by the District's operator or its subcontractors. Prior to any connection being made to the District's water system by a Non-Single Family Residential User, such User shall:
 - a. pay a tap fee shown in Exhibit "A"; and
 - b. present a written request to the District stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, and describing the improvements to be constructed thereon, accompanied by schematic drawings and construction prints of the proposed connection lines and connection points to the District's system. The District's engineer will review the plans and note any required revisions. The User shall pay to the District an engineering review fee in the amount shown in Exhibit "A" to cover the cost of the engineer to review the plans. The engineer will then return the plans, as approved, to the User with a notation that the engineer has no objection to the connection(s) being made to the District's system by the District's operator as per the approved (and if appropriate, revised) plans.
- (3) Non-Taxable Users. Prior to the connection of a Non-Taxable User that is exempt from the payment of ad valorem property taxes under Texas law, Non-Taxable Users shall pay a tap fee in the amount shown in Exhibit "A."

- (4) Public Space Water Users. Prior to connection to the District's water system, qualifying Public Space Water Users shall pay a tap fee in the amount shown in Exhibit "A."
- (5) Inspections. All connections to the District's water system shall be made by a representative of the District. Connections to the District's water system shall not be allowed prior to an approved sewer inspection as provided in this Order.
- B. Temporary Meters.** The District's operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon receipt of a written request for temporary water service. Such temporary service shall be supplied only through a District meter installed by the District's operator. The person applying for temporary water service shall be required to pay an installation fee and deposit in the amounts shown in Exhibit "A," with the District's operator to secure the payment for water supplied by the District and the safe return of the District's meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit. The fee for temporary water service shall be calculated according to the rates set forth in the attached Exhibit "B."
- C. Monthly Rates.**
- Users shall pay the water rates set forth in the attached Exhibit "B."
- D. Pressure of Water.** The District does not and will not guarantee to any User a specific quantity or pressure of water for any purpose whatsoever. The District is required only to furnish a connection to its water system and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water.
- E. Sale or Use of Water.** It shall be an unauthorized use of District services or facilities for any person, firm, or entity to sell or use water from the District's water system without having a direct connection to the District's water system, unless such sale or use of water is to, or by, Users having common ownership or tenancy of the land being served by the District's water system or with the written consent of the Board of Directors.

SECTION 3: SEWER

A. Sewer Connections and Inspections. All connections to the District's sewer system shall be made by the District's operator in accordance with the District's Rules and Regulations Governing Sewer Lines and Sewer Connections, which are attached hereto as Exhibit "F." No sewer connection or house lead shall be made by any person other than the District's operator. All connections to the District's sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event a connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated until the line is uncovered at the User's expense and so inspected. Water service shall not commence until the connection has been installed in accordance with such Rules. A sewer connection inspection fee in the amount shown in Exhibit "A" shall be charged for each Single Family Residential sewer connection made by the District's operator and shall be paid to the District at the time the tap fee is paid. The fee to be charged for each Non-Single Family Residential sewer connection shall be determined by the District on a case-by-case basis at the time such tap is requested. If a sewer connection fails an inspection, an additional inspection fee at the same rate shall be paid to the District prior to reinspection. The sewer connection inspection may also be referred to as the sewer tap inspection.

B. Monthly Rates.

Users shall pay the sewer rates set forth in Exhibit "B." Public Space Water Users and other irrigation-only meters shall not be charged for sewer usage.

C. Quality of Sewage.

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

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

- (a) Name and address of applicant;
- (b) Type of industry, business, activity, or other waste-creative process;
- (c) Quantity of waste to be discharged;
- (d) Typical analysis of the waste;
- (e) Type of pretreatment proposed; and
- (f) Such other information as the District may request in writing.

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

- (3) National Categorical Pretreatment Standard. If a User is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the User is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.
- (4) District Testing; Pretreatment. The District shall have the right to sample and test any User's discharge at the discretion of the District's operator, with no limit as to the frequency of the tests, and to charge the User for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the User's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to the preceding subsection.
- (5) Excluded Flow and Waste.
 - a. No waste material that is not biologically degradable will be permitted to be discharged into the District's sanitary sewage facilities, including mud and debris accumulated during service line installation. If a User discharges any unauthorized material, including but not limited to grass clippings, into a storm sewer, the

District has the right to either fine the User or disconnect its water service pursuant to Texas Water Code § 49.212(c) and as stated in the subsection entitled Penalties for Violation. In addition, Users shall be responsible for the cost of any sampling or other testing or inspections that may be required as a result of any unauthorized discharge.

- b. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- c. Swimming pool and spa drains, overflow piping, and filter backwash piping connections will be made to the sanitary sewer system.

D. Grease Trap Inspections. In order to protect the District's ability to properly treat the waste produced in the District, the District shall inspect all grease traps within the District. Each restaurant, fast food establishment, school cafeteria, or any other establishment within the District that engages in food preparation or service shall be required to have a grease trap that meets the City of Houston specifications. Inspection shall be performed by the District's operator monthly. If the District's operator finds a grease trap that is not being properly cleaned and monitored, the District's operator shall give written notice to the User or responsible party of failure to maintain the grease trap. If the User or responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the District's operator, the District's operator may take the necessary action to clean the grease trap and shall bill the User or responsible party for the cost of such service. Charges for grease trap inspection and reinspection shall be as shown in Exhibit "A."

E. Swimming Pool Inspections and Fee. Every User who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an initial inspection fee as shown in Exhibit "A." After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all swimming pool drains to verify that the proper connection is made before service is authorized for said swimming pool. The cost for any such reinspection is shown in Exhibit "A."

SECTION 4: SURCHARGE FOR SERVICE

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

SECTION 5: BACKCHARGES TO BUILDERS

- A. **Pre-Facility Inspection.** All property owners, builders, or contractors for property owners within the District must contact the District's operator, prior to starting any construction or improvement on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make the facilities visible at the expense of the District. A copy of the inspection report will be given to the property owner's, builder's, or contractor's representative. After the inspection and any necessary work are completed, the property owner, builder, or contractor will then be responsible for paying the costs of all damages, adjustments, relocations, and repairs found during the Final Site Survey described below. The cost for each such inspection is shown in Exhibit "A" and shall be paid to the District at the time the tap fee is paid. The pre-facility inspection may also be referred to as the builder initial lot inspection.
- B. **Facility Inspection.** Immediately upon completion of the District operator's installation of the initial water tap and meter, and the sewer connection and inspection, the operator will conduct an initial facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a final site survey (the "Final Site Survey") to reinspect the water tap, meter, and all other District facilities on the property for a fee in the amount shown in Exhibit "A." The fee shall be paid at the time the tap fee is paid. In connection with the above inspection or any other time, the property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities or other conditions that might reasonably be expected to cause damage to District facilities, and the cost of correcting such conditions, repairing,

adjusting, or relocating the facilities (the "Backcharges"). Such charges are payable immediately and shall be paid before service shall be initiated to a User. If any reinspections of the facilities are required to ensure that the District's facilities are repaired, relocated, or adjusted, a fee in the amount shown in Exhibit "A" shall be charged for each such reinspection before service will be transferred to a subsequent User. Repair, relocation, and adjustment of District facilities shall only be made by the District's operator. Payment of the Backcharges, or any inspection or reinspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder, or contractor who has failed to timely pay for the Backcharges or any inspection or reinspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Order prior to withholding the provision of service.

SECTION 6: BUILDER RESPONSIBILITIES

- A. **Street Cleaning.** The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the Environmental Protection Agency.
- B. **Concrete Wash-Out Site.** Each builder will provide a single, dedicated concrete wash-out site on one of the builder's reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

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

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

- C. **Signage.** Signage shall not be allowed on any District-owned property or along District trails or parks unless approved by the District in writing or installed by the District itself. Further, any allowed signs shall be kept neat and tidy and shall not be blown into any District storm sewer inlet or ditch. In such event, failure to pick up a blown sign shall be considered a violation of this Order.

- D. **Other Builder Responsibilities.** The builder is responsible for observing all provisions of, and for enforcing, this Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their lots and erosion control measures to insure there is no damage to any District facility and that the erosion control measures are functioning properly.
- E. **Failure to Comply.** Failure of a builder to comply with these builder responsibilities will be considered a violation of this Order and will subject the builder to penalties set forth the subsection entitled Penalties for Violation. Further, the District, at its sole option, may perform or have performed any of the builder's responsibilities and backcharge the builder for the cost. Failure to timely pay a backcharge or to comply with these responsibilities will subject the builder to termination of service or withholding of taps in accordance with this Order.

SECTION 7: GARBAGE AND RECYCLING SERVICE

The District will provide garbage collection and disposal service, to all Single Family Residential Users. There will be no separate charge for such service.

SECTION 8: REGULATORY ASSESSMENT

As required by the Texas Water Code, each User of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District's charge for water and sewer service. This assessment is included in the rates set forth in Exhibit "B" and will be forwarded to the Texas Commission on Environmental Quality ("TCEQ") for use in paying costs and expenses incurred in its regulation of water districts.

SECTION 9: TERMINATION AND RECONNECTION OF SERVICE

- A. **Termination for Delinquent Accounts.** Charges for service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any Backcharges is received on or before the 10th day of the month following the month the invoice was mailed, such account shall be considered delinquent and a one time late fee of \$25 shall be assessed.

The District reserves the right to terminate service to any User whose account is delinquent. The District may also disconnect service if a User discards Unauthorized Material, as defined in the subsection entitled Drainage Facilities

and Unauthorized Materials, into the storm sewer system, pursuant to Texas Water Code § 49.212(c). In either event, service shall be disconnected only after sending written notice by first class United States mail to the User or entity at the address of the connection and providing the User or entity with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the User or entity of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the name and telephone number of the billing company, and 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 by contacting the billing company. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled disconnect date. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. Service shall be discontinued to any accounts, except those accounts with outstanding balances of less than \$25.00, that remain delinquent after the scheduled disconnect dates and for which arrangements for payment satisfactory to the Board of Directors of the District have not been made. If the User or entity appears before the Board of Directors or in writing, the Board of Directors shall hear and consider the matter and inform the User or entity of the Board of Directors' determination by sending written notification by first class United States mail to the User or entity at the address of connection.

Prior to termination of service, the District's operator will also place a door hanger notification of termination on the front door to the residence or service location at least two (2) days prior to the date of scheduled termination. Users who are sent notice of delinquency shall be charged the fee shown in Exhibit "A" for each such notice required in addition to all other fees and charges provided for in this Order. Users receiving door hanger termination notices shall be charged the additional fee shown in Exhibit "A" for each door hanger notice. Delinquent notice fees and door hanger fees shall be assessed regardless of whether service is actually terminated to the User.

- B. Billing and Service During Extreme Weather Emergency.** Notwithstanding any provisions of this Rate Order to the contrary, a User or entity may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. A User or entity may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that is due during an extreme weather emergency. Upon receipt of a timely payment schedule request, the District shall provide, in writing, a payment

schedule and a deadline for accepting the payment schedule. The District or the District's operator may, at the discretion of the District and/or the District's operator, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations. If a User or entity requests a payment schedule pursuant to this paragraph, the District shall not disconnect the User or entity from service for nonpayment of bills that are due during an extreme weather emergency unless: (1) the payment schedule has been offered and the User or entity has declined to accept the payment schedule in a timely fashion; or (2) the User or entity has violated the terms of the payment schedule. Any preexisting disconnection notices issued to a User or entity for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule made under this paragraph; provided, however, that if: (1) the User or entity does not timely accept a payment schedule offered by the District; or (2) the User or entity violates the terms of the payment schedule, then any suspended disconnection notices may be reinstated. A User or entity who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order. For purposes of this paragraph, "extreme weather emergency" means a period when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. For purposes of this paragraph, an "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

- C. **Termination for Rate Order Violations.** Any User who violates any provision of this Order, in addition to being subject to all other penalties described in the Order, shall be subject to having water and sewer service terminated and the meter removed to prevent unauthorized use of water following disconnection; provided, however, that prior to disconnecting service and removing the meter for such violation, the District shall give written notice, by first class United States mail or otherwise, to such User of the pending disconnection and meter removal and shall give such User the opportunity to contest, explain, or correct the violation of the Order at a meeting of the Board of Directors of the District. Such disconnection and meter removal shall be in addition to other penalties that may be imposed by the District under this Order.
- D. **Disconnection and Reconnection.** If service to a User is disconnected for nonpayment of charges or Backcharges or for any cause legally authorized, a fee in the amount shown in Exhibit "A" shall be paid to the District for each disconnection and/or reconnection of service at such location. An additional fee in the amount shown in Exhibit "A" shall be paid to the District for each meter

removal and/or reinstallation required by Section 9.B above in connection with disconnection and/or reconnection. In addition, if such User has not previously paid a security deposit as required by this Order, the security deposit shall be collected before service is reconnected in accordance with the amounts shown in Exhibit "A." Any User who requests the District's operator to disconnect or reconnect service during non-business hours (i.e. Saturdays and Sundays and after 4:00 p.m. on weekdays) will be charged an after-hours service charge in the amount shown in Exhibit "A". Payment of all amounts under this section must be in the form of cashier's check or money order.

SECTION 10: RETURNED CHECKS

The District will charge a fee in the amount shown in Exhibit "A" to any User for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check that is returned shall be considered delinquent unless certified funds are presented to the District for payment within the time period required by this Order. If such User's account is also more than thirty (30) days delinquent, the account shall be scheduled for termination and notice thereof shall be given as provided in this Order. In such event, payment for the amount due on such account must be in the form of cashier's check or money order.

SECTION 11: ADDITIONAL PAYMENT OPTIONS

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

SECTION 12: TRANSFER FEE

A fee in the amount shown in Exhibit "A" shall be charged by the District to cover the expense to the District for the transfer of water and sewer service from the builder to

the initial User, and from the initial User to each subsequent User. This fee shall cover the establishment of an account to provide service to the new User. The transfer fee shall be billed to each new occupant as an item on that User's first monthly bill for water and sewer service.

SECTION 13: SECURITY DEPOSITS

- A. **Security Deposits.** Each User shall place with the District one or more deposits, in the amounts shown on Exhibit "A." All such sums shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service. Separate deposits shall be required from all Users for each account. When the User's account is final and not transferred to another location in the District, any funds remaining on deposit for such User, after payment of any amount owing on such account, shall be refunded to the User. No interest shall be paid on refunded deposits.
- B. **Deposit Transfers.** Security deposits may not be transferred from one User to another; provided, however, that a User who moves from one address to another within the District may have the security deposit from the account at the previous address transferred to the account at the new address.
- C. **Builder Deposits.** A deposit in the amount shown in Exhibit "A" shall be required of builders at the time a request for an initial water tap is made for each residence, commercial building, or other structure in the District. Said deposit will be refunded by the District upon a builder's written request; provided, however, that the deposit shall be forfeited as a penalty in the event the builder or any agent or subcontractor of the builder violates any provision of this Order, including the District's Rules and Regulations Governing Sewer Lines and Sewer Connections, which are attached hereto as Exhibit "F." The deposit described herein may be applied by the District to the cost of repair of any damage caused to District property by a builder or any agent or subcontractor of the builder, whereupon it will be the builder's responsibility to reinstate the original amount of the deposit prior to the District's operator making any additional water taps for said builder.

SECTION 14: PLUMBING REGULATIONS; PROHIBITION AGAINST CROSS-CONNECTIONS AND UNACCEPTABLE PLUMBING PRACTICES; PENALTY FOR VIOLATION

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

- A. **Service Agreements.** Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a User must execute a Service Agreement in the form attached to this Order as Exhibit "C."
- B. **Plumbing Fixtures.** A User is not permitted to install any plumbing fixture that is not in compliance with state-approved plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- C. **Prohibition Against Water Contamination.** No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- D. **Backflow Prevention Assemblies.** All sprinkler systems, spas, and pools must have backflow prevention assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require any User to install a backflow prevention assembly at any meter(s) servicing such User's property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the User's plumbing system poses a high health hazard. A high health hazard is defined by the TCEQ as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a User must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with state-approved plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a Backflow Prevention Assembly Test and Maintenance Report in the form attached to this Order as Exhibit "D" has been provided to the District's operator.

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

- E. **Customer Service Inspections.** A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. Customer service inspections include an inspection prior to the pouring of a slab, an inspection prior to the installation of Sheetrock, and a final plumbing inspection. A customer service inspection fee in the amount shown in Exhibit "A" shall be charged for each Single Family Residential customer service inspection made by the District's operator. The fee to be charged for each Non-Single Family Residential customer service inspection shall be determined by the District on a case-by-case basis. If a User fails an inspection, an additional inspection fee at the same rate shall be paid to the District prior to reinspection. The cost of all customer service inspections will be the sole responsibility of the User. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the

inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the District's operator will prepare a signed and dated Customer Service Inspection Certification in the form attached to this Order as Exhibit "E." The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the User requests a copy of the Certificate, the District's operator will provide the User with a copy of the Certificate. In connection with the customer service inspection, the User shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Order. The District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Order.

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

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

- G. **Notice of Unacceptable Plumbing Practices.** The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer service inspection, the final plumbing

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

H. Plumbing Material Restrictions.

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

- a. Any pipe or pipe fitting which contains more than a weighted average of 0.25% lead; and
- b. Any solder or flux which contains more than 0.2% lead.

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

J. Drainage Facilities and Unauthorized Materials. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, owns and operates a drainage ditch, detention ponds, and storm sewer system (collectively, the "Drainage Facilities"). It is essential that the District maintain the Drainage Facilities and ensure that they are kept clear of any objects or debris that may block them and interfere with their intended purpose. The District's Drainage Facilities are solely allowed to

carry storm water rainfall and anything deposited into such system shall be unauthorized. Anyone who disposes, or is responsible for the disposal, of trash, household or other hazardous materials, construction materials or debris, chemicals, other debris, or grass, tree and yard clippings, or anything else prohibited under regulations implemented pursuant to the federal Water Pollution Control Act or any state equivalent act, or that might potentially impede the free flow of storm water runoff ("Unauthorized Materials") in the Drainage Facilities or the District's Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may assess a penalty against the violator or disconnect the User's water service to collect such penalty for such violation.

SECTION 15: REQUIREMENTS FOR SERVICE

- A. Platting Requirement.** Prior to initial connection to the District's water, sewer, or drainage system, a User shall submit to the District's operator proof that the User's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.
- B. Permits.** Before any connection is made to the District's water and/or sewer system, the person requesting such connection shall provide to the District a copy of: (1) any necessary development or building permit from Harris County and/or the City of Houston; or (2) a waiver for any development or building permit from Harris County and/or the City of Houston.
- C. Approval of Plans.** Before any connection is made to the District's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require reapproval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this section.

- D. **Required Service.** No service shall be given from the District's water and sewer system unless such Users agree to take both water and sewer service, except in those instances where the Board, in its sole discretion, determines that all such services are not necessary for the preservation of the sanitary condition of water within the District.
- E. **Easements.** If an easement does not already exist, before service is commenced to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

SECTION 16: MISCELLANEOUS PROVISIONS

- A. **Future Adjustments.** The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's water, sewer, drainage, and garbage collection system.
- B. **No Free Service.** No free service shall be granted to any User for water or sewer services furnished by the District, whether such User be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein.
- C. **Title to Meters.** Title to all District facilities including water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall vest in the District.
- D. **Damage to Meters and Appurtenances.** No person other than a duly authorized agent of the District shall open any meter box, or repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line, or other water and/or sewer system appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any User who has removed, tampered with or altered in any way a meter, meter box, service line or other water and/or sewer system appurtenance or who has reconnected service which was terminated by the District and to assess repair charges to the User.
- E. **Maintenance and Repair.** It shall be the responsibility of each User to maintain the water and sewer lines from the point of connection to the District's water and/or sewer system to the building served.

- F. **Unauthorized Service.** Unauthorized service from the District's water, sewer and drainage system is hereby prohibited. Any costs incurred by the District in terminating unauthorized service, including the removals of the materials used in making the unauthorized connection, will be charged to the User. In addition, the District may impose a fine under the subsection entitled Penalties for Violation. No service shall be provided by the District until the entire amount of the fine, legal fees and costs incurred by the District and all regular fees for service connection are paid. Unauthorized service is that obtained without the District's prior approval, inspection or installation.
- G. **Prohibition of Septic Tanks and Holding Tanks.** No septic tanks or holding tanks shall be permitted or used within the District.
- H. **Obstruction.** After any District facility has been set, the User shall at all times keep the area in, around and upon the facility and District easements and property under User's control free from rubbish or obstructions of any kind. Failure to keep the facility and District easements and property under User's control free from rubbish or obstructions shall result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions.

Users are prohibited from introducing material into the District's sanitary sewer system that could cause obstruction of said system. In the event that an inspection by the District's operator or engineer reveals foreseeable damage to the sanitary sewer system, the District reserves the right to immediately and without notice remove the obstruction; and any District costs for removal of the obstruction plus a District administration fee of 50% of said costs, shall be assessed to the User. In addition, the District reserves the right to terminate the User's service.

- I. **Penalties for Violation.** Any User who:
- (1) violates any section of this Order; or
 - (2) makes unauthorized use of District services or facilities; or
 - (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
 - (4) uses or permits the use of any septic tank or holding tank within the District; or
 - (5) violates the District's Industrial Waste Order, if any; or

- (6) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections, attached hereto as Exhibit "F"; or
- (7) violates the District's Drought Contingency Plan, as may be amended from time to time; or
- (8) constructs facilities or buildings which are not included in the approved plans for development described in this Order; or
- (9) disposes of Unauthorized Materials into the District's storm sewer system; or
- (10) swims in any District drainage/detention facility; or
- (11) purposely enters into or on any District property, improvements, right-of-way, or drainage/detention facilities without authorization; or
- (12) engages in the unauthorized use of a motorized vehicle or other mechanism potentially destructive of vegetation or other District property in or on any District property, improvements, right-of-way, or drainage/detention facilities; or
- (13) steals, destroys, or damages any District landscaping, property, improvements, right-of-way, or drainage/detention facilities or commits any act constituting malicious mischief or vandalism thereof; or
- (14) violates the District's Park Rules, as may be amended from time to time,

shall be subject to a penalty of up to \$10,000.00 and/or disconnection of water services or withholding of taps for each breach of each one of the foregoing provisions, provided, however, that the penalty for unauthorized use shall be not less than \$1,000. Each day that a breach of any provision hereof continues shall be considered a separate breach.

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

J. Out-of-District Service. The rates, fees, and charges contained in this Order apply only to in-District Users. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

SECTION 17: SUPERSEDING ORDER

This Order supersedes all previous Rate Orders adopted by the Board of Directors of the District and is effective as of the date of its adoption.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED the 21st of December, 2022.

Verneth L. Thomas

President, Board of Directors

ATTEST:

Juan Pablo Melendez

Secretary, Board of Directors

(SEAL)



EXHIBIT "A"

FEES

TAP FEES

Single Family Residential

In the case of a 3/4-inch or 5/8-inch water meter, a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines shall be paid to the District. The User must also pay three (3) times the District's cost of repairing or restoring any yards, landscaping, property, sidewalks, streets or other improvements affected by the installation as part of the tap fee. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill.

In the case of a water meter that is larger than 3/4" or 5/8", a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines shall be paid to the District. The User must also pay three (3) times the District's cost of repairing or restoring any yards, landscaping, property, sidewalks, streets or other improvements affected by the installation as part of the tap fee. Notwithstanding that the repair and/or restoration costs are part of the tap fee, the repair and/or restoration costs shall be billed to the User on a monthly water and sewer bill.

Non-Single Family Residential Users

User shall pay a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and any necessary service lines, and repairing or restoring any yards, landscaping, property, sidewalks, streets, or other improvements affected by the installation (as determined by the District's operator, the "Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the Installation Costs prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User.

Public Space Water Users

A tap fee equal to the District's actual cost for installation plus the cost of the meter shall be paid to the District for irrigation systems that have been authorized by the District and that are to be used solely for the purpose of providing irrigation water to Public Spaces within the District.

Non-Taxable Users

Non-Taxable Users shall pay a tap fee equal to the District's actual cost of installing the tap, meter, and any necessary service lines and the cost of

repairing or restoring any yards, sidewalks, landscape, property, streets or other improvements affected by the installation (as determined by the District's operator) plus the User's pro rata share of the District's actual cost of the facilities necessary to provide District services to the Non-Taxable User that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board of Directors) (the "Installation Costs").

The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The User shall pay the estimated Installation Costs prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User.

ENGINEERING REVIEW FEE \$ 1,250.00

TEMPORARY METER FEE

Installation Fee	\$ 125.00
Deposit	\$1,500.00

SEWER CONNECTION INSPECTION FEE (also called Sewer Tap Inspection)

Single Family Residential Connections:	\$175.00
Non-Single Family Residential Connections:	to be determined by the District on a case-by-case basis

PRE-FACILITY INSPECTION FEE (also called Builder Initial Lot Inspection) \$ 55.00

FACILITY INSPECTION FEE (also called Builder Final Inspection) \$ 55.00

Reinspection Fee	\$ 55.00
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GREASE TRAP INSPECTION FEE

Monthly Rate	\$ 55.00
Reinspection Rate	\$ 55.00

SWIMMING POOL INSPECTION FEE \$ 50.00

Reinspection Fee	\$ 50.00
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CUSTOMER SERVICE INSPECTION FEE

Single Family Residential Connections:	\$175.00
Non-Single Family Residential Connections:	to be determined by the District on a case-by-case basis

<u>DISCONNECTION FEE</u>	\$ 55.00
<u>RECONNECTION FEE</u>	\$ 55.00
<u>METER REMOVAL FEE</u>	\$ 60.00
<u>METER REINSTALLATION FEE</u>	\$ 60.00
AFTER HOURS SERVICE CHARGE	\$ 75.00
<u>FEE FOR RETURNED CHECK/ITEM</u>	\$ 35.00
<u>TRANSFER FEE</u>	\$ 50.00

SECURITY DEPOSIT (SINGLE FAMILY RESIDENTIAL) Each new Single Family Residential User shall place with the District an initial deposit of \$200.00. Such sum shall be required prior to service being initiated and shall be held by the District as a deposit to assure prompt payment of all charges for utility service. Prior to any reconnection following termination of service pursuant to the section entitled Disconnection and Reconnection in this Order, an additional deposit of \$25.00 per Single Family Residential Connection shall also be required until such User has a total deposit equal to \$500.00.

SECURITY DEPOSIT (NON-SINGLE FAMILY RESIDENTIAL) Each new Non-Single Family Residential User, including but not limited to commercial establishments and multi-family residential apartment complexes, requesting service from the District shall place with the District an initial deposit equal to two (2) times the estimated monthly usage per User. If service is terminated pursuant to the section entitled Disconnection and Reconnection in this Order, such User shall pay an additional deposit such that the total deposit equals four (4) times the average monthly bill per User.

SECURITY DEPOSIT (BUILDER) \$1,000 for each residence; and
\$2,500 for each commercial building or other structure.

EXHIBIT "B"
WATER AND SEWER RATES

WATER RATES

- (1) Single Family Residential Users. After the meter is installed, each Single Family Residential User (including temporary meters and builder connections) shall be charged monthly for water for each equivalent single family connection ("ESFC") (as determined by the District) in accordance with the following schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$16.00 Base Fee	Monthly base fee per ESFC (as determined by the District) regardless of usage

The first 5,000 gallons of metered water usage for each ESFC shall be included in the User's base fee.

\$ 1.25	Water rate per 1,000 gallons metered water for usage between 5,001 and 10,000 gallons
\$ 1.50	Water rate per 1,000 gallons metered water for usage between 10,001 and 15,000 gallons
\$1.75	Water rate per 1,000 gallons metered water for usage between 15,001 and 20,000 gallons
\$2.25	Water rate per 1,000 gallons metered water for usage over 20,000 gallons

- (2) Non-Single Family Residential Users.
- a. Multi-Family Residential Users. Each multi-family residential User other than duplexes or quadplexes that are individually metered shall be charged monthly for water at the minimum rate applicable to Single Family Residential Users times the number of units within the building(s). Water usage in excess of 5,000 gallons per unit per month shall be charged at the rates quoted above for Single Family Residential Users.
 - b. Homeowner Association Recreational Facilities. Water service to recreational facilities owned by a homeowner association located in the District and organized for the purpose of improving the quality of life of District residents shall be charged monthly at the rates and in the manner set forth above for Single Family Residential Users. This does not apply to irrigation-only systems for Public Spaces, which shall be billed at the Public Space Water User rate set forth below.

c. All Other Non-Single Family Residential Users. Each Non-Single Family Residential User other than a multi-family residential user or homeowners association shall be charged a monthly minimum of \$55.00, whether connected by a single meter or multiple meters. Water usage in excess of 5,000 gallons per User per month shall be charged at the rate of \$2.50 per 1,000 gallons.

(3) Public Space Water Users. After a meter has been installed, water service will be provided to Public Space Water Users within the District and such Public Space Water Users shall be charged monthly in accordance with the following rate schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$14.00 (minimum) per meter	First 5,000 gallons
\$0.50	Water rate per 1,000 gallons metered water for usage between 5,001 and 20,000 gallons
\$1.00	Water rate per 1,000 gallons metered water for usage over 20,000 gallons

In order to promote conservation of the District's water supply, however, Public Space Water Users shall pay an increased rate to be set by the District if the District determines the Public Space Water User's water usage is excessive, inefficient, and/or wasteful.

(4) West Harris County Regional Water Authority ("WHCRWA") Fee. The WHCRWA assesses a fee to the District for each 1,000 gallons of groundwater withdrawn by the District in a calendar quarter. Each User of District water for any purpose shall be billed, in addition to the water rates set forth above, a separate amount for each 1,000 gallons of water delivered to such User in a billing cycle times 110% of the amount charged to the District by the WHCRWA for each 1,000 gallons of water for that period.

SEWER RATES

Users shall be billed in accordance with the schedule set forth below. Sewer usage shall be based on metered water usage. The minimum charge includes a \$0.10 regulatory assessment fee to be paid by all Users and submitted to the TCEQ. There shall be no proration for partial monthly use.

(1) Single Family Residential Users. Each Single Family Residential User shall be charged a monthly minimum rate of \$30.38 per month plus \$0.75 per 1,000 gallons water consumption from 5,001 gallons to 10,000 gallons, \$1.00 per 1,000 gallons water consumption from 10,001 to 20,000 gallons, and \$1.50 per 1,000 gallons water consumption in excess of 20,000 gallons.

(2) Non-Single Family Residential Users.

- a. Multi-Family Residential Users. Each multi-family residential User other than duplexes or quadplexes that are individually metered shall be charged a monthly minimum rate of \$ 16.00 times the number of units within the building(s). Sewer usage in excess of 5,000 gallons per unit per month shall be charged at the per 1,000 gallon rates quoted above for Single Family Residential Users.
- b. Homeowners Association Recreational Facilities. Sewer service to recreational facilities owned by a homeowners association located in the District and organized for the purpose of improving the quality of life of District residents shall be charged monthly at the rates and in the manner set forth above for Single Family Residential Users. Irrigation-only systems for Public Spaces shall not be billed for sewer service.
- c. All Other Non-Single Family Residential Users. Each Non-Single Family Residential User other than a multi-family residential user or homeowners association shall be charged a monthly minimum of \$50.00 per month per User plus \$2.50 per 1,000 gallons water consumption in excess of 5,000 gallons per User per month.

EXHIBIT "C"

SERVICE AGREEMENT

- I. **PURPOSE.** Harris County Municipal Utility District No. 167, of Harris County, Texas (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

 - C. No connection which allows water to be returned to the public drinking water supply is permitted.

 - D. No pipe or pipe fitting which contains more than a weighted average of 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District and _____ (the "Customer").

- A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
 - B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
 - C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
 - D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
 - E. Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
 - F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to Customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.
- IV. **ENFORCEMENT.** If Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

ADDRESS: _____

EXHIBIT "D"

Backflow Prevention Assembly Test and Maintenance Report

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____

PWS I.D. #: _____

LOCATION OF SERVICE: _____

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

- Not needed at this address

TYPE OF ASSEMBLY

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

Manufacturer: _____ Size: _____

Model Number: _____ Located At: _____

Serial Number: _____

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

The above is certified to be true.

Firm name: _____
Firm Address: _____
Date: _____

Certified Tester: _____
Cert. Tester No.: _____

EXHIBIT "E"
Customer Service Inspection Certification

Name of PWS: _____

PWS I.D. #: _____

Location of Service: _____

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

	Compliance	Non-Compliance
(1) No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than a weighted average of 0.25% lead exists in private plumbing facilities installed on or after January 1, 2014.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

Signature of Inspector	Registration Number
Title	Type of Registration
Date	License Expiration Date

EXHIBIT "F"

RULES AND REGULATIONS GOVERNING SEWER LINES AND SEWER CONNECTIONS

The following Rules and Regulations are to govern the installation of all sanitary connections within Harris County Municipal Utility District No. 167; provided that, to the extent of any inconsistency with applicable regulations of the City of Houston, the terms of such city regulations shall govern.

I. SERVICE LINES

- A. Service line is defined as the sewer line from the foundation of the house or commercial building to the sewer line owned by the District.
- B. Only one service line connection to the District's sanitary sewage collection system is permitted for each residence or commercial building.
- C. Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line will be of identical material.
 - 1. Schedule 40 conforming to ASTM, D-1785 and installed as per section II of these specifications.
 - 2. Six-inch lines and over; polyvinyl chloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 3034 [or ASTM D 2241SDR26?] with rubber gasket joints conforming to ASTM, F-477 and installed as per section II of these specifications.
 - 3. Ductile-iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations.
- D. Minimum sizes of service lines shall be as follows:
 - 1. Residential - 4 inches in diameter.
 - 2. Commercial - 6 inches in diameter.
- E. Minimum grades for service lines shall be as follows:
 - 1. 4 inch pipe - one foot drop per hundred feet (1%).
 - 2. 6 inch pipe - six inches drop per hundred feet (0.5%).
 - 3. 8 inch pipe - four inches drop per hundred feet (0.33%).

- F. Maximum grades for 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%).
 3. 8 inch pipe - one foot drop per hundred feet (1%).
- G. Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.

II. CONNECTION OF BUILDING SEWER OUTLET TO SERVICE LINES

- A. Building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- B. Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- C. Unless a written exception is permitted by the District's operator, existing "wye" and stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District's operator.
- D. The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight. Portion to be cut out from sewer main shall be circular and available for inspection.
- E. No connection shall be made into a manhole without approval from the District.
- F. No sewer lines shall be laid within nine feet of a water line unless the sewer pipe and its couplings shall have a pressure rating of not less than 150 pounds per square inch (psi).

III. SERVICE LINE FITTINGS AND CLEANOUTS

- A. No bends or turns at any point will be greater than 45 degrees.
- B. Each horizontal service line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than 90 feet in length will be provided with a cleanout for each 90 feet or fraction thereof, in the length of such piping.
- C. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

D. Cleanout will be made with air-tight mechanical plug.

IV. CONNECTION PERMIT

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

V. GREASE, LINT, AND SAND TRAPS AND SAMPLING WELLS

- A. Grease traps will be required for dining establishments where food is prepared and served to customers on premises or at the direction of the District's engineer or operator for any establishment proposing a disposal unit of some type.
- B. Any customer or owner that has a building or structure with commercial laundry facilities shall install and have in operation lint traps that are approved by the District's operator or engineer.
- C. Air space above the water line must be vented with four-inch soil pipe if the trap is located inside a building.
- D. All shopping centers shall provide a grease trap and a sampling well.
- E. All health care facilities shall provide an acid dilution basin and a sampling well.
- F. Sand traps will be required for all car washing establishments.
- G. All commercial and industrial customers are required to install sampling wells that are approved by the District's operator or engineer.

VI. EXCLUDED FLOW AND WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sewage facilities, including mud and debris accumulated during sewer service line installation.
- B. The quality of sewage discharged into the District's system must meet all requirements set forth herein, in the District's Rate Order, and any other applicable regulations adopted by the District.
- C. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- D. Swimming pool connections will be made in accordance the District's Rate Order.
- E. The District reserves the right to sample and test any discharges at the discretion of the District's operator or engineer at any time, and to require pretreatment of the discharge at any time at the customer's sole expense based on the result of the discharge test, if it shows that the discharge is not in compliance with these Rules and Regulations or the District's Rate Order.

VII. PENALTIES AND SERVICE REQUIREMENTS

- A. Failure to adhere to the preceding regulations will subject the violator to the penalties described in the District's Rate Order, including fines and termination of service.
- B. Services will not be provided by the District until the requirements herein and in the District's Rate Order have been met and written permission has been granted.

(Transmit in duplicate to: [Address]):

APPLICATION FOR SANITARY SEWER SERVICE
(Please print or type)

(Name of Applicant) Lot Block Section

(Street Address) (Phone) (City) (State) (Zip)

Installation to be performed by: _____
(Plumber or Sub-Contractor) (Phone)

Type of pipe material to be used: PVC _____, CI _____

Date: _____ Requested by: _____
(Signature)

Applicant to draw sketch of house layout and proposed location of 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)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Harris County Municipal Utility District No. 167, of Harris County, Texas, hereby certify as follows:

1. The Board of Directors of Harris County Municipal Utility District No. 167, of Harris County, Texas convened in regular session on August 17, 2022, outside the boundaries of the District, and the roll was called of the duly constituted Board of Directors:

Verneath Louise Hronas	President
Claudia Buentello	Vice President/Investment Officer
Shirley Ann Dean	Assistant Vice President
Juan Pablo Medrano	Secretary
Brad Yeaney	Assistant Secretary

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

AMENDED RATE ORDER AND REGULATIONS GOVERNING WATER
AND SANITARY SEWER LINES AND CONNECTIONS

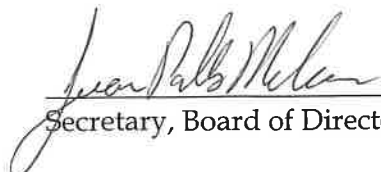
was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

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

SIGNED AND SEALED the 21st of December, 2022.

(SEAL)





Secretary, Board of Directors