

CERTIFICATE FOR
ORDER AMENDING CONSOLIDATED RATE ORDER

THE STATE OF TEXAS §
COUNTY OF HARRIS §
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 §

We, the undersigned officers of the Board of Directors (the "Board") of Harris County Municipal Utility District No. 132 (the "District") hereby certify as follows:

1. The Board convened in regular session, open to the public, on September 26, 2019, at The Overlook, 20114 Pinehurst Drive, Humble, Texas 77346, and the roll was called of the members of the Board, to-wit:

Tim Stine, President
Don House, Vice President
Jerrel Holder, Secretary
Michael Whitaker, Assistant Secretary
Gregg Mielke, Assistant Secretary

All members of the Board were present, except Director Whitaker. Whereupon among other business, the following was transacted at such Meeting: A written

ORDER AMENDING CONSOLIDATED RATE ORDER

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

AYES: 4 NOES: 0

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 the 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 Resolution; 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; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, as amended, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this 24 day of September, 2019.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 132



President, Board of Directors

ATTEST:



Secretary, Board of Directors



ORDER AMENDING CONSOLIDATED RATE ORDER

THE STATE OF TEXAS §
COUNTY OF HARRIS §
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 §

WHEREAS, the Board of Directors (the “Board”) of Harris County Municipal Utility District No. 132 (the “District”) has previously adopted rates, fees, rules, regulations, and policies with respect to the District’s waterworks and sanitary sewer collection system; and

WHEREAS, from time to time the Board has amended such rates, fees, rules, regulations and policies; and

WHEREAS, the Board deems it appropriate and necessary to amend the rate order and to restate such Order, as so amended;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132 THAT:

I. CONNECTIONS AND FEES.

A. Connections Made and Inspected by District Operator; Plans Reviewed by District’s Engineer.

1. Waterworks. All connections to the waterworks of the District shall be made by the District’s operator and shall be metered (except fire line connections). All fireline connections shall be made by the District’s operator and (a) shall be metered or (b) shall have a flow detector (of the type specified by the District’s engineer), or (c) the owner shall install a sprinkler system with a pressure sensitive and activated alarm system. The unmetered fireline shall include a backflow preventer (of the type specified by the District’s engineer) immediately downstream of the fireline tap.

2. Temporary Meters. All temporary connections to the waterworks of the District shall be made by the District’s operator and shall be metered.

3. Sanitary Sewer. All connections to the sanitary sewer system of the District (including the sanitary sewer lines up to the building slab) shall be inspected by the District’s operator. The sanitary sewer line inspection shall be performed prior to back filling. Any line not inspected and not approved must be uncovered to permit such inspection or shall pass such alternate method of inspection as approved by the Board.

4. Storm Sewer. All connections to the storm sewer system of the District shall be made as specified by the District’s engineer and shall be inspected for compliance by the District’s operator.

5. Home Slab Elevations. All homes located within the District shall have adequate sanitary sewer backflow protection. This protection shall be provided by one of the four methods listed below. The District’s operator must be notified regarding the

method selected. Such notification is mandatory as part of providing service to all homes. If option (b), (c), or (d) is selected, the plans for such option must be reviewed and approved by the District's engineer and a letter agreement in substantially the form attached hereto as **Exhibit A** must be executed by the homeowner.

(a) The lowest floor elevation of the home is at least one foot above the nearest sanitary sewer manhole cover.

(b) A system of check valves, the plans for which have been approved by the District's engineer, is existing on the home sanitary sewer line.

(c) A home sanitary sewer pumping station, the plans for which have been approved by the District's engineer, is existing.

(d) A private sanitary sewer manhole, the plans for which have been approved by the District's engineer, is existing, and the lowest floor elevation of the home is at least one foot above the cover of such manhole.

The District reserves the right, at the expense of the property owner, to inspect any sanitary sewer backflow protection facilities installed pursuant to options (b), (c) or (d). Such facilities will be maintained by and at the expense of the property owner.

6. Inspections of unmetered facilities. All underground piping downstream from the water connection for unmetered firelines shall be inspected by the District's operator prior to back filling and shall be pressure tested under the supervision of the District's operator.

7. Engineer's review of plans and specifications. Before any connection, other than a single family residential connection, is made to the District's water, sewer, or drainage system, the person requesting such connection shall submit, at least 14 days prior to applying for a tap into the lines of the District, to the District's engineer for review 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 and, if required, the proposed grease, lint or sand trap. A copy of such plans, with the engineer's no objection letter, shall be submitted to the District's operator. Any modification of such plans shall be reviewed by the District's engineer and submitted to the District's operator with a supplemental no objection letter. The District reserves the right to require removal of any connection made in violation of this Section.

8. Plat Requirement. Notwithstanding anything herein to the contrary, the operator shall make no connection to the District's water or sanitary sewer collection system unless either

(a) the tract, parcel, or lot of land to be served by such connection is part of an area covered by a development plat duly approved pursuant to Section 212.045, Texas Local Government Code, as amended, or pursuant to an ordinance, rule, or regulation relating to such a development plat,

(b) the operator has been presented with or otherwise holds a certificate applicable to such tract, parcel, or lot of land issued by or on behalf of the Planning Commission or City Council of the City of Houston, Texas, under Section 212.045, Texas Local Government Code, as amended, stating that a plan, plat, or replat of such tract, parcel, or lot, as applicable, is not required or has been revised and approved by such Commission or Council, or

(c) such tract, parcel, or lot was first connected to such system prior to September 1, 1987.

B. Payment of Fees and Deposit. Any party desiring a connection to the District’s waterworks or sanitary sewer or storm sewer system shall complete and file with the District’s operator an application therefor in such form as the District’s operator may prescribe from time to time, and shall pay the water tap fee, sanitary sewer inspection fee, storm sewer inspection fee, and fee for engineer’s review of plans and specifications, as the case may be, described in Paragraph I.C. hereof and the deposit described in Paragraph I.D. hereof prior to receiving such connection. No connection shall be made until such fees and deposit are paid.

Any party desiring a temporary connection to the District’s waterworks system shall file an application with the District’s operator and shall pay the installation fee prescribed in Paragraph I.C. hereof and the deposit prescribed in Paragraph I.D hereof prior to receiving such temporary meter and a flushing valve wrench.

C. Tap and Inspection and Installation Fees. The following tap fees are based on ultimate and full utilization of a given user’s tract. The water tap fees shall be assessed based on the plans and specifications as approved by the District’s engineer and shall be calculated as follows:

Commercial: Cost to the District of installing the tap plus 100%, plus 3¢ times the number of square feet of land in the parcel served, but in no event more than three times the cost to the District. Tap fees for subsequent taps to the same parcel shall be the cost to the District of installing the tap plus \$5,000, but in no event more than three times the cost to the District.

For purposes of this Rate Order, a tap shall mean all physical components provided by the District and the labor necessary to install all such components to provide water to the parcel served by such tap.

Fireline tap fees: Cost to the District of installing the tap.

Multi-family Residential:	(including apartments, townhomes, and condominiums) Cost to the District of installing the tap, plus the greater of \$350 per unit <u>or</u> Commercial assessment described above, but in no event more than three times the cost to the District.
Single-family Residential- 3/4 x 5/8 inch meter:	\$1,000.00 plus \$3.00 per foot over 40 feet
Single-family Residential- 1 inch meter:	\$1,500.00 plus \$3.00 per foot over 40 feet
Sprinkler or Oversized Residential meter:	Cost to the District of installing the tap, plus 100% of such cost.
Other:	Fees for uses other than those described above shall be determined by the Board on an individual basis.

The commercial or multi-family sanitary sewer inspection fee shall be 200% of the cost to the District. For each inspection that results in a rejection of the line inspected, an additional fee of \$25.00 will be assessed. The commercial or multi-family sanitary sewer tap fee shall be the cost to the District plus \$250.00, but in no event more than three times the cost to the District. The residential sanitary sewer tap and inspection fee shall be \$150.00.

The storm sewer inspection fee shall be the cost to the District of all necessary inspections plus \$250.00, but in no event more than three times the cost to the District.

The fee charged for the engineer's review of plans and specifications shall be \$500.00 plus \$50.00 per acre or any part thereof in the parcel served.

The installation fee for a temporary connection shall be \$50.00.

D. Deposit. Each person, other than a home builder who complies with the provisions of paragraph II.E below, requesting a water or sanitary sewer or storm sewer connection or a temporary connection shall establish with the District a deposit conditioned upon compliance with this Order and the District's Rules and Regulations adopted by this Order and payment in full of any damage to the District's waterworks, sanitary sewer, and storm sewer system caused by and water and sewer service charges assessed against such person. For permanent connections, such deposit shall be returned (less amounts owed the District) after the sanitary sewer and/or storm sewer service lines have been inspected and connected to the District's sanitary sewer and/or storm sewer system. For temporary connections, such deposit

shall be returned (less amounts owed the District) after the operator has removed the meter, on request of the owner. The amount of each such deposit shall be computed in accordance with the following schedule:

<u>Meter Size (Inches)</u>	<u>Deposit</u>
Temporary Meters	\$ 750.00
2 and smaller	1,000.00
3	1,600.00
4	2,500.00
6	3,500.00
8 and over	4,000.00

E. Non-Sufficient Funds. Each person or business that submits a check for payment and such check is returned due to “non-sufficient funds,” shall be assessed a \$35.00 fee.

II. REQUIREMENTS OF HOMEBUILDERS.

A. Builder Deposit. Each builder of homes within the District shall establish a deposit of \$1,000 with the District, which deposit shall be refunded without interest to each builder at the completion of the builder’s homebuilding program within the District except to the extent such deposit has been applied as provided in Paragraph II.B. hereof; provided that, if such home builder violates any part of this Order, the amount of such builder’s deposit shall be immediately doubled for each violation.

B. Use of Deposit. The cost of any repairs to waterworks or sanitary or storm sewer lines necessitated by builder negligence shall be billed by the District’s operator to the builder responsible therefor at the rate of cost plus 25% (representing the District’s service handling charge). A \$25.00 administrative fee shall be added to the invoice to any builder delinquent in paying such bills for 30 days or more. At any time that a builder is delinquent in paying such bills for 60 days or more or is responsible for outstanding bills in the amount of \$1,000 or more, the District shall transfer the \$1,000 deposit or any part thereof to its operating fund to pay such bills and require that such deposit be replenished by such amount transferred or require that an additional \$1,000 or greater deposit be made by the builder before allowing the installation of additional water taps for such builder.

C. Adjustments of Manholes, Fire Hydrants, Meter Boxes, and Clean Out Valves. Builders of homes within the District must contact the District’s operator requesting the adjustment of manholes, fire hydrants, valve boxes, or clean out valves within thirty days following the closing of the purchase of the lot on which such manhole, fire hydrant, meter box, or clean out valve is located. Following such thirty-day period, the home builder will be responsible for the cost of such adjustment.

D. Damaged Meters and Meter Boxes. Each customer shall be responsible for protecting any and all District meters and meter boxes located on property of such customer and shall be assessed the cost to the District of repairing or replacing such meters or meter boxes when damaged by any cause whatsoever, except by act of the District or its operator.

E. Builder Damage Procedure. When a builder improves a lot, reserve or other property, the builder may damage District facilities on the property. The builder may avoid responsibility for damages existing at the time the builder obtains control of the property by contacting the District, through the operator prior to the clearing of any lot, to do a survey of District facilities on the property at the expense of the District. The fee for such inspection shall be \$35,00 to be paid by the Builder at the time the inspection is requested. Any damages noted at this time will be repaired at no expense to the builder.

To be released from or to limit the amount of any claim for damage to District facilities due to a builder's activities, the builder must contact the District, through the operator, to make a final inspection to determine any damages to facilities while under the control of the builder. This inspection will not be made until all work, including fences, landscaping and resodding, is complete. This inspection can be made even if the property has not been sold if the builder has completed all work. The fee for this inspection will be \$50.00, to be paid by the builder at the time the inspection is requested. A representative of the builder will be asked to sign the inspection, authorizing the repairs at his expense. The cost of any repairs to facilities damaged due to builder activities also may be deducted from the builder's deposit with the District. If, at the time of the final inspection, the builder has not completed all work, the inspection will be rejected and an additional inspection will be performed at an additional fee of \$50.00. A final inspection will not be made unless an approved sewer inspection is on file with the District.

All repairs, except for positioning or replacement of meter boxes, will be performed by the operator, regardless of with whom the financial responsibility for the repair resides. Positioning or replacement of meter boxes may be performed by the builder only before the final survey is made.

Damages are not limited to structural damages, but also may include problems arising from burying, covering up, restricting access to, or fencing over the top of facilities, causing land elevations adjacent to facilities to change, making facilities nonfunctional, and similar actions. Hidden damages not apparent at the time of a survey but discovered later will be back charged to those responsible if there is sufficient evidence to support a claim.

Regardless of the status of the lot or reserve or any property as indicated in the above procedure, the District is the owner of its assets and will take those actions it deems necessary to prevent damage to its property or injury to persons, with or without notice to others, and will also take those actions it deems necessary to recover the expense of those repairs from any party responsible for causing them.

III. INSPECTIONS.

A. Inspection of Backflow Devices.

1. All backflow prevention assemblies shall be tested by a recognized backflow prevention assembly tester upon installation and certified to be operating within specifications. This inspection shall be conducted prior to the time the operator makes a permanent water connection to the District's system and the District's operator shall be provided with a test report in substantially the form promulgated by the Texas Commission on Environmental Quality (the "Commission"). At the option of the

customer, the District's operator may perform the test, and the cost will be charged to the customer.

2. 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. A high health hazard is defined 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. A customer at an establishment which presents high health hazards must provide the District with a test report annually. In the event any establishment fails to provide such a report within thirty days after written notification by the District that such a report is required, the District's operator shall inspect the backflow prevention device and the cost will automatically be charged to the customer's account.

3. Any backflow prevention device required by these rules must be located on each potable or irrigation service between the meter and the building foundation or prior to the first branch in the service line and designed and constructed to facilitate maintenance of the installation and inspection. Before beginning construction of a backflow preventer, a commercial user shall submit plans to the District for review and approval to insure compliance with this section.

4. To be a recognized backflow prevention assembly tester, a person shall meet the standards promulgated by the Commission.

5. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the American Water Works Association Backflow Prevention and Cross-Connection Control: Recommended Practices. Testers shall include test gauge serial numbers on "Test and Maintenance" report forms.

6. 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 for record keeping purposes.

7. 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 local plumbing codes.

B. Customer Service Inspections.

1. A customer service inspection certification in substantially the form promulgated by the Commission must be completed and delivered to the District: (1) prior to the time the District's operator provides sanitary sewer service or permanent water service to a new connection in the District, (2) within 5 days after an existing customer receives notice from the District that it has reason to believe that cross-connections or other potential contamination hazards exist at his establishment, or (3) within 30 days after any material improvement, correction or addition is made to the private water distribution facilities of any connection.

2. Individuals with the following credentials shall be recognized as capable of conducting a customer service inspection certification.

(a) Plumbing Inspectors and Water Supply Protection Specialists holding license endorsement issued by the Texas State Board of Plumbing Examiners.

(b) Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold an endorsement granted by the Commission or its designated agent.

3. It is the responsibility of the customer to obtain the certification. The customer may ask the District's operator to complete sections 1-3 of the certification. The District's operator, at its discretion, may complete sections 1-3 of the certification if it can make such certification in connection with its normal inspections and at no additional cost to the District.

4. The existence of private water distribution facilities in violation of the District's rules is unacceptable. Upon discovery of any such condition, the District may immediately terminate water service to the connection to protect the integrity of its public water system. Service will be restored only when the source of potential contamination no longer exists or when sufficient additional safeguards have been taken.

5. The District will assess builders a charge of \$30.00 for each lot inspection or rejection; \$30.00 for each slab line inspection or rejection; \$30.00 for each wall line inspection or rejection and \$55.00 for each fixture inspection or rejection.

C. Firelines. The District, from time to time as it deems necessary, may have its designated representative inspect any firelines, which inspection however shall be during the normal business hours of the establishment being inspected.

D. Customer Requests. Whenever a customer asks the District to inspect its lines and facilities and the inspection shows that the customer's problem arises from his private sewer or water lines, and not the District's, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District.

IV. CUSTOMER RATES, DEPOSITS, AND SERVICE AGREEMENTS.

A. Rates for In-District Customers. The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for customers located within the District from the effective date of this Order.

MONTHLY WATER SERVICE RATES

Residential, Homeowner Associations, and Commercial (Per Meter Per Month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$ 10.00
10,001 gallons to 20,000 gallons	1.25 per 1,000 gallons;
20,001 gallons to 30,000 gallons	1.50 per 1,000 gallons;
30,001 gallons to 40,000 gallons	1.80 per 1,000 gallons; and
40,001 gallons and above	2.50 per 1,000 gallons

Apartment Connections (Per Month)

Total Water usage by an apartment complex will be divided by number of units in that apartment complex. The residential and commercial rate structure will be applied to such number and then that amount will be multiplied by the number of units in the apartment complex.

During the period of time when an apartment complex is under construction, the residential and commercial rate structure shall only be applied to the apartment units available for occupancy, provided that the apartment complex owner promptly notifies the District's Operator as each apartment unit becomes available for occupancy and if the apartment complex owner fails to so notify the District's Operator, the operator shall bill based on all units being available for occupancy.

WHCRWA ASSESSMENT

In addition to the District's water rates as set forth in this Rate Order, a pumpage fee per 1,000 gallons shall be assessed on each customer's water bill in an amount equal to the pumpage fee per 1,000 gallons assessed by the West Harris County Regional Water Authority. Such fee will be listed separately on the customer's water bill.

MONTHLY SEWER SERVICE RATE

Residential

Service Charge (Includes 30,000 gallons of water usage)	\$ 16.00
Next 10,000 gallons of water usage	\$ 1.00 per 1,000 gallons
All over 40,000 gallons of water usage	\$ 1.20 per 1,000 gallons

Commercial

First and Minimum	10,000 gallons water used	\$18.00
-------------------	---------------------------	---------

Each Additional	1,000 gallons or portion thereof of water used	\$1.50
Service Charge	Apartment Connections	\$16.00 per unit*
	Home Owners Associations	
Service Charge (Flat Fee)		\$20.00

* During the period of time when an apartment complex is under construction, the per unit rate shall only be applied to the apartment units available for occupancy, provided that the apartment complex owner promptly notifies the District's Operator as each apartment unit becomes available for occupancy and if the apartment complex owner fails to so notify the District's Operator, the operator shall bill based on all units being available for occupancy.

REGULATORY ASSESSMENT

The regulatory assessment the District is required to charge each connection pursuant to Section 5.701(n)(1), Texas Water Code, is included within the base water and sewer charges and is not an additional charge.

OTHER FEES AND CHARGES

A. Rates for City of Houston and Other Out of District Customers. The rates and charges for the sale of water and collection and disposal of sewage for customers who are not located within the District's boundaries but are located within the city limits of the City of Houston shall be the same as the rates and charges charged by the District for such services to customers within the boundaries of the District. The rates and charges for other customers who are not located within the District's boundaries shall be 150% of the rates for customers located inside the District, as such rates may be amended by the District from time to time.

The District will also add a surcharge to the monthly water service rate equal to the well pumpage fee that is charged by the West Harris County Regional Water Authority. This will be a separate line item on the District's water bills.

B. Sprinkler System Connections. Each sprinkler system connection shall be deemed to be a water supply service connection only, and shall not be charged for sanitary sewer service.

C. Adjustments to Bills. In the event of an unusually high water bill caused by an "act of God", the District may, upon customer request and review of the circumstances, adjust such customer's bill to the customer's 12-month average rate for amounts in excess of such customer's 12-month average.

D. Returned Check Charge. In the event that a customer's check is returned unpaid by customer's bank for any cause other than a negligence on the part of the District, a charge of \$35.00 shall be added to such customer's bill to cover the District's cost of handling plus all current and delinquent charges. If such customer's account is also more than thirty (30) days delinquent, the account shall be scheduled for termination and notice therefor shall be given as provided herein. In such event, payment for the amount due on such account must be in the form of a cashier's check, money order, or credit card payment.

NEW ACCOUNT REQUESTS

A. New Customer Set-Up Fee. There shall be a non-refundable application fee of \$55.00 for each new account set-up and service transfer (including reconnect/turn on) payable at the time of the application.

B. Deposits. A security deposit shall be collected and maintained on all residential connections or reconnections in the District made after the effective date of this Order in the amount of \$65.00 for homeowners, and \$75.00 for renters, lessees or realty companies of residential property. A security deposit shall be collected and maintained on all commercial connections or reconnections in the District made after the effective date of this Order in an amount equal to twice the estimated average monthly usage, based on an estimate by the District's operator.

All deposits collected shall be accounted for on the District's books. At any time that a customer is delinquent in paying its bills for 30 days or more, the District may transfer the deposit or any part thereof to its operating fund to pay such bill. The deposit or balance of such deposit remaining after payment of delinquent bills shall be refunded when the customer moves from the District. The District shall not be required to pay interest on any deposit.

C. Service Agreements with Customers. Prior to receiving permanent water service upon initial completion of an improvement in the District, upon reinstatement of water service after a turn-off (if a service agreement is not on file), or upon transfer of water service to a new customer, the customer must execute and deliver to the District's operator a service agreement in substantially the form attached hereto as **Exhibit "B"**.

D. Confidentiality Letters. At the time the customer sets up water service, they will be provided with a confidentiality letter as required by Texas Utilities Code Section 182.052(a), which allows the customer to request that certain data be kept confidential by marking an appropriate box on the form and returning it to the District's operator. Upon receipt of such confidentiality letter, the District may not disclose personal information in a customer's account record, or any information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for customer use. Otherwise, such information is not confidential and must be provided by the District to someone who requests it under the Open Records Act. There is no additional fee charged to the customer for returning the letter.

V. GREASE TRAP INSPECTION POLICY AND FEES.

A. Fee. Each customer in the District with a grease or lint trap described in **Exhibit E** (referred to herein as a "trap" or "grease trap") which is on a quarterly inspection

schedule shall pay a monthly fee of \$35.00. Each customer in the District with a grease trap which is on a monthly inspection schedule shall pay a monthly fee of \$135.

B. Inspection Policy. The District's operator will inspect all grease traps in the District at least once every three months. The operator will attempt to perform such inspections during normal working hours and on weekdays, unless it has reason to believe that an inspection at other hours is necessary to prevent an unlawful discharge of oil or grease into the District's system. If a trap fails an inspection or if the District, through use of in-line sampling probes, determines that it is likely that oil or grease is entering the District's system from a customer's grease trap, the District operator will notify the customer, and unless the customer can show to the satisfaction of the Board that extenuating circumstances caused the discharge, grease trap inspections will be performed monthly for a minimum of six months.

C. Cleaning Traps. All trap cleanings must be witnessed by the District's operator. The inspection of the trap cleaning must be scheduled with the District's operator no later than the day prior to the inspection. The cleanings must take place during normal working hours and on weekdays. A copy of each disposal manifest must be provided to the District's operator to show proof of proper waste disposal. The District's operator must receive copies of the manifests within 30 days of disposal.

D. Reinspection. A trap which fails an inspection will be re-inspected on the third work day following the trap rejection to allow sufficient time for the trap owner to schedule the appropriate servicing. If the trap fails the reinspection it will be reinspected again on a consecutive work day. The customer will be charged \$135 for each reinspection. In addition, each failure to pass a grease trap inspection may result in a fine of \$200, which fine will be assessed under the procedures set for in Article VII D and VII E. Such reinspection costs and finally determined fines will be added to the customer's water bill.

E. Termination of Service. In the event a trap fails an inspection and two reinspections, the District may terminate water service to the customer to prevent an abuse of its system in accordance with the procedures set forth in Article VII.A and VII.B. The District shall assess the customer \$75 for the administrative costs of providing notice of termination. In the event the customer schedules with the District's operator a reinspection of its grease trap prior to termination of water service and passes such inspection, the water service will not be terminated and the customer will pay an inspection fee of \$135. Water service will not be discontinued to accounts which provide water to more than one tenant if the account party resolves the problem to the satisfaction of the District's board. If a resolution cannot be obtained, service to the account may be discontinued.

F. Reversion to Quarterly Inspections. In the event a trap passes all inspections during a six-month monthly inspection schedule, it will be returned to a quarterly schedule. If a trap fails more than one initial inspection during a six-month period, the customer will be required to submit an engineering study to the Board which addresses why the grease trap has failed inspections and what steps will be taken to insure that it meets all grease trap standards of the District in the future.

G. No Limitation. Nothing herein shall be construed to limit lawful Board direction with respect to grease trap operation and maintenance.

VI. DELINQUENT ACCOUNTS.

The District shall bill each customer monthly and all bills shall become delinquent if not paid by the due date. A late payment charge, consisting of 10% of the unpaid balance plus a delinquent notice fee of \$20.00, will be added to all bills outstanding after the due date.

VII. DISCONTINUATION OF SERVICE.

A. Termination for Delinquent Accounts. The District reserves the right to terminate service to any customer whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the customer at the address of the connection and providing the customer with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the customer 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, the date, time, and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be after the next scheduled Board of Directors meeting as shown in the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. Service shall be discontinued to any accounts that remain delinquent after the meeting date and for which arrangements for payment satisfactory to the Board of Directors of the District have not been made. If the customer appears before the Board of Directors or in writing, the Board shall hear and consider the matter and inform the customer of the Board's determination by sending written notice by first class United States mail to the customer at the address of the connection.

B. Termination for Rate Order Violations. Any customer who violates any provision of this Rate Order, in addition to being subject to the penalties described herein, shall be subject to having water and sewer service terminated to prevent an abuse of the District's facilities; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such customer of the pending disconnection and shall give such customer the opportunity to contest, explain, or correct the violation of the Rate Order at a meeting of the Board of Directors of the District.

C. Charges for Disconnection. A customer shall be charged a fee of \$30.00 for the District to disconnect their water service, whether such disconnection is at the customer's request or due to the customer's payment delinquency or violation of the Rate Order; provided, however, if a customer requests disconnection after 3:00 p.m., the fee will be \$75.00.

D. Charges for Reconnection. A customer shall be charged a fee of \$30.00 for the District to restore their water service after a disconnection, provided the request is made before 3:00 p.m. In the event that the request for restoration of water service after a disconnection is made after 3:00 p.m., the customer will be charged a fee of \$75.00 for the reconnection. Any delinquency must be paid in full prior to restoration of water service. In addition, if such

customer has not previously paid a security deposit as required by Paragraph IV.E. of this Order, the security deposit shall be collected before service is reconnected.

E. Charges for Removal and Reinstallation of Water Meter. In the event the District is required to remove a water meter in order to enforce its rules and regulations regarding District facilities including payment of all amounts due hereunder, the District shall charge \$115.00 to remove such meter.

VIII. RULES AND REGULATIONS.

A. Rules and Regulations Governing Waterworks and Sanitary Sewer System. The Board hereby adopts the Rules and Regulations Governing Waterworks and Sanitary Sewer System, which are described in **Exhibit "C"** attached hereto and incorporated herein for all purposes.

B. Rules and Regulations Governing Quality of Waste. The Board hereby adopts the Rules and Regulations Governing Quality of Waste, which are described in **Exhibit "D"** attached hereto and incorporated herein for all purposes.

C. Rules and Regulations Governing Grease and Lint Trap. The District hereby adopts the Rules and Regulations Governing Grease and Lint Trap which are described in **Exhibit "E"** attached hereto and incorporated herein for all purposes.

D. Penalties. The Board hereby sets the following civil penalties for breach of any rule of the District: Unless the Board determines that there are extenuating circumstances warranting a lesser penalty, the violator shall pay the District twice the costs that the District has sustained due to the violation, up to \$5,000, but in no event will the penalty be less than \$200. A penalty under this section is in addition to any other penalty provided by the law of this state. For purposes hereof, each day's violation shall be considered a separate violation.

IX. REIMBURSEMENT OF NON-SCHEDULED COSTS.

Whenever the District incurs any non-scheduled out-of-pocket cost (including any such cost billed to the District by its operator, attorneys, or engineers) arising out of (1) the failure of a customer to comply with the District's rules and regulations, as stated in this Rate Order or as otherwise announced, or (2) the request of a customer for an inspection or other service call when the problem is determined to be within the customer's own private facilities or due to the customer's improper maintenance, or (3) efforts to collect amounts due and owing to the District and not paid to the District on a timely basis, or (4) any other negligent or improper action on the part of the customer, the District may bill the customer, and the customer shall promptly reimburse the District for such cost.

X. GENERAL POLICIES.

A. Definitions.

1. *"Residential Connection"* shall mean any user of the District's water and sewer system that consists of one residence designed for use and occupancy by a single family unit.

2. “*Commercial Connection*” shall mean any user of the District’s water and sewer system that is not a Residential Connection including, but not limited to, commercial establishments, churches and schools.

B. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation or organization.

C. Other Utilities. Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies shall contact the District’s operator to file such companies’ construction plan and schedule and to review the engineering plans illustrating the location of District lines.

D. No Guarantee of Specific Quantity or Pressure of Water. The District does not guarantee any user any specific quantity or pressure of water for any purpose whatsoever, and all users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any user at any time.

E. Future Adjustments. The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District’s facilities.

F. Implementation of Order. This Order takes effect on the first day of the monthly billing cycle immediately following the date of its adoption. The President and Vice President of the Board of Directors of the District, or either of them, and the Secretary or Assistant Secretary of the Board, or either of them, are authorized to evidence adoption of this Order on behalf of the Board and to do all things proper and necessary to carry out the intent hereof.

* * *

**Harris County Municipal Utility District No. 132
1301 McKinney, Suite 5100
Houston, Texas 77010-3095**

[date]

Re: [address]

Dear _____:

It is our understanding that you wish to construct a home at this address and that the topography will not allow for the home slab to be constructed at least 12” above the nearest sanitary sewer manhole, as required by the rate order of Harris County Municipal Utility District No. 132. The District’s rate order offers three alternatives for sanitary sewer backflow protection for topography issues of this nature. The option that you have selected is _____ and the plans for such option have been reviewed and approved by the District’s engineer.

Utilizing this option requires that you comply with the following provisions:

- a) This option is for the referenced address only and has been considered and approved based on the specific technical aspects of service to this property.
- b) Each owner of the referenced property will, at his or her expense, maintain the _____ and all lines and facilities outside the existing District sanitary sewer manhole and system at those times when they own the property. [The _____ will function as an emergency overflow point to prevent wastewater from flowing back into the home and will be maintained as such.]
- c) The homeowner/occupant and all future homeowners/occupants acknowledge by way of this document that wastewater may overflow [as a result of using an alternative sanitary sewer backflow protection method.]
- d) The homeowner/occupant and all future homeowners/occupants agree that the District may inspect, at the expense of such homeowner/occupant, the sanitary sewer backflow protection system on an annual basis.
- e) The homeowner/occupant and all future homeowners/occupants agree that no landscaping or other structures will be located in a manner that would impede access to the sanitary sewer backflow protection system.

f) It is the responsibility of each owner of the property to notify the owner's tenants and successor owner of the property of this agreement and provisions within.

g) Each owner and occupant of the property agrees and assumes all responsibility for any sanitary sewer back flows which occur at the referenced property at those times when they own or occupy the property and releases the District from any liability resulting from sanitary sewer backflows which occur at the referenced property.

This executed document will be notarized and recorded as part of the real property records for the referenced property. Please sign below acknowledging your acceptance of this variance and return the original to the District. Please contact _____ at _____ if you should have any questions concerning this agreement.

Sincerely,

President, H.C.M.U.D. 132

Accepted and agreed to:

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

Signed _____ My commission expires _____

Notary Public in and for _____
County, Texas

Sample Service Agreement

- I. **Purpose.** The Name of Water System is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the Name of Water System will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable 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 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.
 - 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 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 Name of Water System (the "Water System") and Name of Customer (the "Customer").
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

- C. The Water System shall notify the Customer in writing of any cross-connection or other undesirable potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System 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 agreement shall be billed to the Customer.

Customer's Signature

Date:

Address:

*Phone:

*Email:

* not required

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132
RULES AND REGULATIONS GOVERNING
WATERWORKS AND SANITARY SEWER SYSTEM

The following Rules and Regulations (the “Rules and Regulations”) shall govern the installation of connections or taps to the District’s waterworks and sanitary sewer system, the limitations on 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 prohibited practices:

I. INSTALLATION OF CONNECTIONS TO DISTRICT’S WATERWORKS SYSTEM

A. Water Service Lines and Water Taps

1. A “Water Service Line” is defined herein as the water line from the meter location of the property to be served with water to the District’s waterworks system.
2. A “Residential Water Tap” is defined herein as the connection of either of the following to a District water line: (a) a 1” Water Service Line to serve two (2) single-family residences, which is known as a “Double Tap”; or (b) a 3/4” Water Service Line to serve one (1) single-family residence, which is known as a “Single Tap.” All Residential Water will be installed by the standard City of Houston “long” or short” residential water service line connection, including a 3/4” x 5/8” meter and box complete in place.
3. A “Commercial Water Tap” is defined herein as the connection of a 3/4” or larger Water Service Line to a District water line to serve one (1) or more structures other than a single-family residence.

B. 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. Meters approved for use in the City of Houston
2. Brass curb stops, corp stops, and U-branch and related fittings approved for use in the City of Houston
3. Polyethylene water service pipe, 3/4” to 2”
4. Cast iron or vinyl iron (C-900) water service pipe, larger than 2”

5. Water main pipe of the type originally installed
6. Plastic meter box up to 2” meter
7. Concrete meter box up to 2” meter
8. Concrete meter box, where traffic use is specified
9. Concrete meter vault per City of Houston Specifications for 3” and larger meter.

II. INSTALLATION OF CONNECTIONS TO DISTRICT’S SANITARY SEWER SYSTEM

A. Sewer Service Lines and Sewer Taps

1. A “Sewer Service Line” is defined herein as the sewer line from the foundation of a building, including houses and commercial structures, to the District’s sanitary sewer system.
2. A “Sewer Tap” is defined herein as the physical connection of a Sewer Service Line to the District’s sanitary sewer system. Without the written consent of the District’s Board of Directors, only one Sewer Tap shall be permitted for each building.
3. The following types of pipe and fitting materials shall be approved for the construction of Sewer Service Lines. Pipe and fittings in each individual Sewer Service Line must consist of the following material or other material approved by the District’s engineer:
 - a. Cast iron soil pipe, standard wright, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
 - b. Poly-vinyl-chloride (“PVC”) pipe conforming to ASTM Specification D3034 or ASTM Specification F789 (with UL Listing) and installed according to ASTM D2321.
 - c. Ductile-iron Pipe conforming to ANSI A21.51 with rubber gasket joints conforming to ANSI A21.11, and installed according to manufacturer’s recommendations.
4. The minimum sizes of Sewer Service Lines shall be as follows:

Residential - 4-inches in diameter
Commercial - 6-inches in diameter

A four inch line can serve no more than one single family residential lot and a six inch line can serve no more than two single family residential lots

5. The minimum grades for Sewer Service Lines shall be as follows:
 - a. 4-inch pipe - one-foot drop per hundred feet (1%)
 - b. 6-inch pipe - 0.70 foot drop per hundred feet (0.70%)
 - c. 8-inch pipe - 0.70 foot drop per hundred feet (0.70%)
6. The maximum grades for Sewer Service Lines shall be as follows:
 - a. 4-inch pipe - two and one-half feet drop per hundred feet (2.5%)
 - b. 6-inch pipe - one and one-half feet drop per hundred feet (1.5%)
 - c. 8-inch pipe - one foot drop per hundred feet (1%)
7. All Sewer Service lines shall be constructed to true alignment and grade. Warped and sagging Sewer Service Lines will not be permitted.

B. Connections of Building Sewer Outlets to Service Lines

1. 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.
2. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.
3. Unless an exception is permitted by the District's Operator, existing "wye" and stack connections must be utilized for connection of a Sewer Service Line to the District's sanitary sewer system.

C. Fittings and Cleanouts

1. No bends or turns at any point will be greater than 45 degrees.
2. Each horizontal Sewer 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.

3. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of “wye” branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
4. Cleanout will be fitted with an airtight mechanical plug.

III. INSTALLATION AND REPAIR OF WATER TAPS

- A. All Water Taps to the District’s waterworks system shall be installed only by the District’s Operator.
- B. The District’s Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, and as designated by the District’s Operator, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where necessary.
- C. The District’s Operator shall be responsible for all repairs to the maintenance of all Water Taps, pursuant to the terms and provisions of the Contract between the District and the District’s Operator.

IV. INSTALLATION OF SEWER TAPS AND PERMITS

A. Sewer Service Line

1. When a Sewer Service Line is complete, and prior to backfilling such Sewer Service Line trench, the applicant for sewer service shall request (a) a Sewer Tap and (b) an inspection of the installation of the Sewer Service Line. Requests for Sewer Taps and inspections shall be made to the District’s Operator at least 24 hours in advance of the connections and inspections.
2. The Sewer Tap shall be made only by the District’s Operator by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be water-tight. No cement grout materials shall be permitted.
3. Backfilling of a Sewer Service Line trench must be accomplished within 24 hours of inspection and approval by the District’s Operator. No debris shall be permitted in a Sewer Service Line trench.
4. After the Sewer Tap is made and the inspection performed, the District’s Operator shall issue a Sewer Tap Permit to the applicant,

confirming that all requirements of these Rules and Regulations have been met.

V. FEES AND CHARGES

The District's fees and charges shall be established by its Order Amending Consolidated Rate Order, and all amendments thereto.

VI. LIMITATIONS ON FLOW OF WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sanitary sewer system, including mud and debris accumulated during Sewer Service Line installation.
- 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 connections will not be made to the District's sanitary sewer system.

VII. PROTECTION OF DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM.

- A. 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 injure, deface, or destroy any facilities that are a part of the District's waterworks and sanitary sewer 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 Atascocita Volunteer Fire Department shall have the right to use such flushing valve for fire protection purposes.
- B. It shall be unlawful for any person to connect any building to the waterworks system without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful to draw water from the waterworks system without being metered, including the unauthorized use of a flushing valve or unmetered water taps.
- C. 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 waterworks and sewer system any debris or foreign substance that would interfere with the proper and routine functioning thereof. Each such discharge shall constitute a separate violation, and in the event a discharge is continuous, each day such discharge continues shall constitute a separate violation.

VIII. PROHIBITION ON USE OF LEAD

- A. The use of pipes and pipe fittings that contain more than 0.25 percent lead or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water system and for installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to the District's water system.
- B. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe.

IX. PROHIBITION ON DIRECT OR CROSS CONNECTIONS

- A. No establishment in the District shall contain an actual or potential contamination or system hazard without an air gap separation between the drinking water supply and the source of potential contamination. Where the containment air gap is impractical, reliance may be placed on individual "internal" air gaps or mechanical backflow prevention devices. Under these conditions, additional protection shall be required at the meter in the form of a correctly operating 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. Such backflow prevention devices must be tested and repaired as necessary, as specified in the Order.
- B. Water from a condensing, cooling or industrial process or any other system of nonpotable usage over which the District does not have sanitary control cannot be returned to the District's potable water supply.
- 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.

X. ACCESS EASEMENTS.

Before service is begun to any user, or before any reconnection is made, the person requesting such service or reconnection shall be deemed to have granted and hereby grants an easement of free ingress and egress to the District and its agents and contractors for purposes of repair, maintenance or operation of District facilities, including water meters, flushing valves, valve boxes, and water and sewer lines as the District may deem necessary, in its sole and absolute judgment.

REGULATION OF QUALITY OF SEWAGE

The Board of Directors of the District hereby establishes and promulgates the following policies, rules and regulations concerning domestic and industrial wastes:

I. 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 Section II below.

II. Commercial and Industrial Waste. All discharges other than waste described in Section I above 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:

- (1) Name and address of applicant;
- (2) Type of industry, business, activity, or other waste-creative process;
- (3) Quantity of waste to be discharged;
- (4) Typical analysis of the waste;
- (5) Type of pretreatment proposed; and
- (6) 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.

III. 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.

IV. 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 Section III.

V. AJOB Waste Standards. Any District waste discharge shall further be subject to the terms and provisions of a waste control order or such code of rules or regulations governing the discharge of waste that may be promulgated by the Atascocita Joint Operations Board, pursuant to the Amended and Restated Waste Disposal Contract among Harris County Municipal Utility Districts No. 46, 106, 109, 151, 152, 153, 494, and the District.

RULES AND REGULATIONS GOVERNING
GREASE AND LINT TRAPS IN FOOD HANDLING
ESTABLISHMENTS, PUBLIC CAR WASHES,
AUTOMOTIVE SERVICING AND/OR REPAIR ESTABLISHMENTS,
PUBLIC WASHATERIAS AND HAIR CUTTING SHOPS

Section 1. “Establishment” means any business within the District which shall process, prepare or serve food and which processing, preparing or serving results in a discharge of water into the sewer system of the District during any part of such operation or service, and shall also mean public car washes, automotive servicing and/or repair establishments, public washaterias and hair cutting shops which discharge water into the sewer system of the District during any of said operations.

Section 2. Each Establishment shall be required to have a grease and/or lint trap (“Trap”) which shall be in compliance with the City of Houston Amendments to the 2012 Uniform Plumbing Code, as the same may be amended or revised from time to time.

Section 3. No Establishment subject to these Rules and Regulations shall allow a discharge into the sewer system, when such discharge shall consist of more than two hundred (200) milliliters of grease or oil per one (1) liter of discharged water.