

CERTIFICATE FOR
RATE ORDER

I, the undersigned Secretary of the Board of Directors (the "Board") of Harris County Municipal Utility District No. 200, of Harris County, Texas (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on January 17, 2023, at 1300 Post Oak Blvd, Suite 2500, Houston, Texas 77056, and the roll was called of the members of the Board, to-wit:

James Wright, President
Deanna Brown, Vice-President
Yvonne Smith, Secretary
George Robinson, Assistant Secretary
Tanya Wilson, Assistant Secretary

All of the members of the Board were present, except Directors Brown and Robinson, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: A written

RATE ORDER

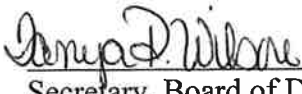
was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted, and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following vote:

AYES: 3

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 said minutes and to 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 copy excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of such meeting, and that such Order would be introduced and considered for adoption at such meeting; and 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 17th day of January, 2023.


Secretary, Board of Directors

(SEAL)



554677_1

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 200

RATE ORDER

Dated Effective: March 1, 2023

TABLE OF CONTENTS

Section 1. Definitions.....1

1.01. "Alternative Payment Services".....1

1.02. "Apartment(s)"1

1.03. "Central Harris County Regional Water Authority"1

1.04. "Commercial"2

1.05. "Commercial Waste"2

1.06. "Customer"2

1.07. "Customer Connection"2

1.08. "Customer Service Inspection Certification"3

1.09. "Delinquent Bill"3

1.10. "District's Engineer"3

1.11. "District's Operator"3

1.12. "Domestic Waste"3

1.13. "Drainage Facility"3

1.14. "Drought Contingency Plan"3

1.15. "Extreme Weather Event"3

1.16. "Fire Line"4

1.17. "Health Hazard"4

1.18. "Industrial Waste"4

1.19. "Nontaxable Entity"4

1.20. "Not for Profit"4

1.21. "Residential"4

1.22. "System"4

Section 2. Initial Connections to the District's System5

2.01. Requirement to Connect to the District's System.....5

2.02. Septic System and Private Water Supply Systems.....5

2.03. Application for Water and Sanitary Sewer Connections5

2.04. Tap Fees6

2.05. Policies Governing Initial Connections7

(a) Certification7

(b) Availability of Access7

(c) Property of District.....8

(d) Connections by District Operator8

(e) Submission of Plans for Commercial and
Apartment Customer Connections8

(f) Swimming Pool Connections.....9

2.06. Inspections10

(a) Sanitary Sewer Inspections10

(b)	Customer Service Inspection Certification	10
(c)	Inspection of District Facilities	11
2.07.	Temporary Water Service	12
Section 3.	Rates and Fees for Water and Sanitary Sewer Services and Security Services	12
3.01.	Application Fee and Security Deposit.....	12
3.02.	Monthly Rates for Residential Water Service.....	14
3.03.	Monthly Rates for Residential Sanitary Sewer Service.....	14
3.04.	Monthly Rates for Commercial Water Service.....	14
3.05.	Monthly Rates for Commercial Sanitary Sewer Service.....	15
3.06.	Monthly Rates for Water Service to Apartments.....	16
3.07.	Monthly Rates for Sanitary Sewer Service to Apartments.....	16
3.08.	Monthly Rates for Water Service to Not for Profit Facilities.....	17
3.09.	Monthly Rates for Sanitary Sewer Services to Not for Profit Facilities	17
3.10.	Regulatory Assessments and other fees	18
(a)	Texas Commission on Environmental Quality	18
(b)	Central Harris County Regional Water Authority.....	18
(c)	Fees Associated with Alternative Payment Services	19
3.11.	Drought Contingency Plan.....	19
3.12.	Bulk Rates	20
3.13.	Policies Governing Services	20
(a)	No Reduced Rates or Free Service	20
(b)	Entitlement.....	20
(c)	Unauthorized and Extraordinary Waste	20
(d)	Plumbing Regulations.....	21
(e)	Backflow Prevention Requirements.....	23
Section 4.	Delinquency in Payment; Penalty; Discontinuation and Termination of Service.....	24
4.01.	Penalty for Failure to Pay Bill Before Delinquency	24
4.02.	Termination of Service for Failure to Pay Bills When Due.....	24
4.03.	Payment of Bills and Continuation of Service During Extreme Weather Emergency	25

4.04. Discontinuing Service Upon Request of a Customer; After Hours Service.....	26
Section 5. Damage to District Facilities.....	26
5.01. Damage to Meters and Appurtenances	26
5.02. Right to Repair.....	26
5.03. Obstructions	27
5.04. Storm Sewer System	27
Section 6. Penalties for Violation; Attorney’s Fees and Court Costs.....	28
Section 7. Appeal.....	29
Section 8. Amendments	29
Section 9. Severability	29
Exhibit "A" Service Inspection Certification Form	
Exhibit "B" Sample Backflow Prevention Assembly Test and Maintenance Report	

RATE ORDER

("Order")

WHEREAS, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 200, of Harris County, Texas (the "District") owns a water, sanitary sewer and storm sewer system designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be ratified and established for providing service from the District's water and sanitary sewer system; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be established for service from and protection of the District's water, sanitary sewer and storm sewer system; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 200, OF HARRIS COUNTY, TEXAS, THAT THE FOLLOWING ORDER IS HEREBY ADOPTED: Any Order, and amendments thereto, heretofore adopted by the Board establishing rates for water and sewer service and pertaining to related matters shall be revoked on March 1, 2023, the effective date of this Order.

Section 1. Definitions. For purposes of this Order, the following words or terms shall have the following meanings:

1.01. "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, check or money order submitted directly by Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator. These Alternative Payment Services may include, but are not limited to, on-line payment by credit card.

1.02. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units. However, such term shall exclude townhouses, condominiums and multiplexes in which the separate units are owned by individual Customers.

1.03. "Central Harris County Regional Water Authority" or "Authority" shall mean that regional water authority created and operating under the provisions of Chapter 656,

Acts of the 79th Texas Legislative, Regular Session, 2005 (codified in Chapter 8815, Texas Special District Local Laws Code) for the purposes, among others, of facilitating compliance with the regulatory requirements of the Harris-Galveston Subsidence District and reducing groundwater withdrawals by its member districts. Such terms shall also include the Authority in any of its future forms which result from the addition or exclusion of member districts, as well as any successor entity to the Authority.

1.04. "Commercial" shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence. Schools and school related facilities shall be considered a Commercial Customer for purposes of this Rate Order.

1.05. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

1.06. "Customer" shall mean the person, firm, corporation or other entity which receives District services for a Residential, Commercial, Apartment or other structure, whether the owner, renter, builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the District's System as soon as the District's System becomes operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District services for such structure at the time service becomes available to said structure.

1.07. "Customer Connection" shall mean each separately metered Residential, Apartment, Not for Profit or Commercial facility that is physically connected to the District's System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the District's System.

1.08. "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".

1.09. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature hereunder imposed by the District, whether hereunder or pursuant to the District's Waste Order or Drought Contingency Plan, which has not been paid within twenty (20) days after the date of the bill.

1.10. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.11. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the District's System.

1.12. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.13. "Drainage Facility" shall mean any storm sewer, detention facility, or drainage channel of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

1.14. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.15. "Extreme Weather Emergency". Extreme Weather Emergency shall mean a period when the previous day's highest temperature 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 Report for the area within which the District is located. An

Extreme Weather Emergency is deemed to have ended on the second business day that the temperature exceeds 28 degrees Fahrenheit.

1.16. "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

1.17. "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.18. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.19. "Nontaxable Entity" as used in reference to "Initial Connections to the District's System" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.20. "Not For Profit" shall mean any structure or facility owned or managed by a not-for-profit entity whose purpose and/or activities of which the District has determined benefit the residents of the District as a whole by improving the aesthetics, safety or welfare of the community within and surrounding the District. For purposes of this Rate Order, Schools and school related facilities shall be considered a Commercial Customer rather than a Not for Profit Customer.

1.21. "Residential" shall mean and include only single family residences and shall not include Apartments unless specifically stated herein to the contrary. However, such term shall include townhouses, condominiums and multiplexes in which the separate units are owned by individual Customers.

1.22. "System", as used herein, shall mean the water and/or sanitary sewer and/or storm sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

Section 2. Initial Connections to the District's System ("Taps").

2.01. Requirement to Connect to the District's System. Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the District's System as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the sanitary sewer System and water System of the District. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the water System or sanitary sewer System without requiring connection to both the District's water System and sanitary sewer System upon determination by the District that an acceptable alternative water source or wastewater treatment source is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the water System or sanitary sewer System without requiring connection to both, the water connection must be made at the time water service becomes available and the sanitary sewer connection must be made at the time sanitary sewer service becomes available.

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

2.03. Application for Water and Sanitary Sewer Connections. Each person desiring initial water and sanitary sewer service connections to the District's System shall notify the District's Operator and shall sign and complete an application for such service and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No

physical connection to the District's System shall be made until such application has been completed and such fees have been paid.

2.04. Tap Fees. The following fees shall be collected from the applicant by the District's Operator before physical connection is made to the District's System (which fees shall include the meter and meter box and installation thereof):

- | | | |
|-----|--|--|
| (a) | 3/4" by 5/8" Residential Connection | \$1,095.00 |
| (b) | Nonstandard Residential Connection (other than 3/4" by 5/8" or 1" water tap), Commercial and Apartment Connections | District's cost of installation and materials, plus 200% of such costs; provided however, that any bore and jack costs shall be excluded from the 200% charge. |
| (c) | Not For Profit Connection | District's cost of installation and materials plus \$500.00. |
| (d) | Fire Line Connection | District's cost of installation and materials. |
| (e) | Nontaxable Entity Connection | District's cost of installation and materials for the meter(s), plus the actual costs to the District for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in the Rate Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Sub-section (c), less any tap fee previously paid with respect to the |

initial connection to the District's System, within thirty (30) days following the date of an invoice from the District therefore. The foregoing shall also apply if the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, and the fee in this Sub-section (c) shall apply retroactively to the date of the initial application for connection.

2.05. Policies Governing Initial Connections.

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the District's System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable sanitary sewer connection (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the opinion of District's Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the District's System.

(c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.

(d) Connections by District Operator. Physical connection to the District's water System shall be made by the District's Operator unless specified otherwise by the Board of Directors of the District. Physical connection to the District's sanitary sewer System shall be made in accordance with the District's Policy Governing Sewer House Lines and Sewer Connections and in accordance with Section 2.06 hereof. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the District's water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenance connected with the water service, or any manhole, main, trunk or appurtenance of the District's sanitary sewer or storm sewer System except by the written permission of the Board of Directors of the District.

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

(1) Engineering drawings (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution facilities, materials to be used and the location, size and number of proposed connections to the District's System;

(2) The legal description of the land to be served by the District's System and a copy of the recorded plat of same; and

(3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the District's sanitary sewer System.

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

(f) Swimming Pool Connections. Every Customer who constructs or installs a swimming pool within the area of the District shall notify the District's Operator prior to connection of same to the District's facilities. (For purposes of this Order, a swimming pool is defined as a pool having a capacity in excess of 3,000 gallons.) After the notification, the Customer constructing or installing said swimming pool shall ensure that any and all drains from the swimming pool are connected to the District's storm drainage system, and it shall be a violation of this Order to drain a swimming pool into the District's sanitary sewer system. Swimming pool connections to the District's sanitary sewer collection system are prohibited. After the drains have been installed and prior to backfilling of the area, the applicant shall notify the District's Operator, who shall make an inspection of any and all swimming pool drains before water service is authorized for said swimming pool.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$50.00 for Residential Customer Connections and \$50.00 for Commercial and Apartment Customer Connections, payable at the time of application for connection to the District's System, shall be charged by the District for inspection of each sanitary sewer physical connection and service line. A fee of \$75.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Sanitary sewer connections and service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said rules will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a sanitary sewer connection reinspection shall be made upon payment to the District of a reinspection fee of \$50.00 for Residential Customer Connections and \$50.00 for Commercial and Apartment Customer Connections. If subsequent reinspections are required before the sanitary sewer connection and service lines are found in compliance with the District's rules, an additional sanitary sewer reinspection fee of \$50.00 for Residential Customer Connections and \$50.00 for Commercial and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the

District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$100.

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

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

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

initiation of services to the property. A fee of \$50.00 shall be charged by the District to cover the costs of such inspections, which fee will be due and payable at the time the tap fee is paid.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$500.00 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$150.00 for costs of installation, plus \$3.00 per 1,000 gallons of water delivered through the meter. Temporary water service may be supplied outside the area of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services and Security Services. Each prospective Customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. The rates and fees for water and sanitary sewer service as contained herein include costs associated with the funding of peace officers providing security services for the benefit of the District.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$20.00 shall be charged for each Customer. Each Residential Customer shall pay a security deposit in the amount of \$75.00 (except for builders for which the security deposit shall be \$100.00 for each lot). Further, any Residential Customer whose service is terminated pursuant to Section 4.02 hereof, shall pay such deposit (if such Residential Customer has previously not paid a security deposit) before that Residential Customer's service is restored. Each Commercial Customer shall pay a security deposit in an amount not less than the greater of two (2) times the

average monthly bill for water and sewer service to such Commercial Customer as calculated pursuant to Sections 3.04 and 3.05 herein, or \$500.00; provided, however, that the District's Operator shall be authorized to increase said deposit should the Operator determine that same is insufficient to cover two (2) times the average monthly bill based upon actual current usage by a Commercial Customer. Such security deposit shall be applicable to Commercial Customers applying for initial water and sewer service, and to Commercial Customers where there is a change in ownership of an existing Commercial facility. Further, any Commercial Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Commercial Customer has not previously paid a security deposit) before Commercial Customer's service is restored. Any increase in said deposit as allowed hereunder shall be billed by the Operator and shall be subject to the provisions of Section 4 hereof.

Each Apartment Customer, for Apartments served by a master meter, shall pay a security deposit equal to two (2) times the average monthly bill for water and sewer service to such Apartments as calculated pursuant to Section 3.06 herein; provided, however, that the District's Operator shall be authorized to increase said deposit should the Operator determine that same is insufficient to cover two (2) times the average monthly bill based upon actual current usage by Apartment Customer. Such security deposit shall be applicable to Apartment Customers applying for initial water and sewer service and to Apartment Customers where there is a change in ownership of an existing Apartment facility. Further, any Apartment Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Apartment Customer has not previously paid a security deposit) before Apartment Customer's service is restored. Any increase in said deposit as allowed hereunder shall be billed by the Operator and shall be subject to the provisions of Section 4 hereof.

Upon final termination of service or change in ownership, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within sixty (60) days after termination of service or change in ownership. The District shall not be required to pay interest to the Customer on such security deposit.

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

(a)	Minimum monthly charge for up to 10,000 gallons of water metered	\$9.89
(b)	For each 1,000 gallons of water metered from 10,001 gallons to 20,000 gallons	\$0.90
(c)	For each 1,000 gallons of water metered from 20,001 gallons to 30,000 gallons	\$1.10
(d)	For each 1,000 gallons of water metered over 30,000 gallons	\$1.50

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

Monthly Flat Rate	\$26.19
-------------------	---------

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

(a)	<u>Meter Size</u>	<u>Minimum Monthly Charge For Up to 10,000 Gallons of Water Metered</u>
	1/2 - 3/4 inch	\$ 11.92
	1 inch	\$ 18.95
	1 1/2 inch	\$ 29.98
	2 inch	\$ 56.04
	3 inch	\$111.19

	4 inch	\$218.46
	6 inch	\$433.00
	8 inch and larger	\$673.60
(b)	For each 1,000 gallons of water metered from 10,001 gallons to 50,000 gallons	\$ 0.80
(c)	For each 1,000 gallons of water metered from 50,001 gallons to 100,000 gallons	\$1.75
(d)	For each 1,000 gallons of water metered over 100,000 gallons	\$3.50
(e)	In addition to the above charges, each Customer Connection shall be charged a rate of \$4.80 for each 9,000 gallons of water metered for purposes of allocating the costs of the security services set forth in Section 3.	

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

(a)	<u>Meter Size</u>	<u>Minimum Monthly Charge for up to 25,000 Gallons of Water Metered</u>
	1/2 – 3/4 inch	\$ 10.00
	1 inch	\$ 12.00
	1 1/2 inch	\$ 20.00
	2 inch	\$ 40.00
	3 inch	\$ 80.00
	4 inch	\$160.00
	6 inch	\$320.00
	8 inch and larger	\$500.00
(b)	For each 1,000 gallons of water metered from 25,001 gallons to 50,000 gallons	\$ 0.30
(c)	For each 1,000 gallons of water metered from 50,001	

	gallons to 100,000 gallons	\$ 0.40
(d)	For each 1,000 gallons of water metered over 100,000 gallons	\$ 0.50
(e)	For each grease trap installed, there shall be charged a monthly flat rate inspection fee of (Any reinspection required shall be charged at the same rate)	\$75.00

3.06. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service to Apartment units served by separate meters:

(a)	Minimum monthly charge for up to 4,000 gallons of water metered	\$12.92
(b)	For each 1,000 gallons of water metered over 4,000 gallons	\$1.25

Apartment units served by a master meter or multiple master meters shall be charged as follows: The total number of gallons metered per master meter shall be divided by the number of apartment units served by that master meter to determine the average usage per unit for each master meter. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit for each master meter. The charge per unit for each master meter shall then be multiplied by the applicable number of Apartment units served by that master meter to determine the amount to be charged for that master meter. The total amount to be charged hereunder shall be equal to the cumulative sum of the amounts charged for all master meters as calculated above.

3.07. Monthly Rates for Sanitary Sewer Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for sanitary sewer service to Apartment units served by separate meters:

Monthly Flat Rate \$10.80

Apartment units served by a master meter shall be charged as follows: The rates specified above shall be multiplied by the applicable number of Apartment units to determine the total amount to be charged.

3.08. Monthly Rates for Water Service to Not For Profit Facilities. The following rate per month, or any part thereof, shall be charged for Not For Profit water service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

	Minimum Monthly Charge For Up to 10,000 Gallons of Water Metered
(a) <u>Meter Size</u>	
1/2 - 3/4 inch	\$ 11.92
1 inch	\$ 18.95
1 1/2 inch	\$ 29.98
2 inch	\$ 56.04
3 inch	\$111.19
4 inch	\$218.46
6 inch	\$433.00
8 inch and larger	\$673.60
(b) For each 1,000 gallons of water metered from 10,001 gallons to 50,000 gallons	\$ 0.80
(c) For each 1,000 gallons of water metered from 50,001 gallons to 100,000 gallons	\$ 1.75
(d) For each 1,000 gallons of water metered over 100,000 gallons	\$ 3.50

3.09. Monthly Rates for Sanitary Sewer Services to Not for Profit Facilities. The following rate per month, or any part thereof, shall be charged for Not for Profit sanitary sewer service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

Minimum Monthly Charge
For Up to 10,000 Gallons

(a)	<u>Meter Size</u>	<u>of Water Metered</u>
	1/2 – 3/4 inch	\$ 10.00
	1 inch	\$ 12.00
	1 1/2 inch	\$ 20.00
	2 inch	\$ 40.00
	3 inch	\$ 80.00
	4 inch	\$160.00
	6 inch	\$320.00
	8 inch and larger	\$500.00
(b)	For each 1,000 gallons of water metered from 25,001 gallons to 50,000 gallons	\$ 0.30
(c)	For each 1,000 gallons of water metered from 50,001 gallons to 100,000 gallons	\$ 0.40
(d)	For each 1,000 gallons of water metered over 100,000 gallons	\$ 0.50

3.10. Regulatory Assessments and Other Fees. The regulatory assessments and other fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Rate Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

(a) Texas Commission on Environmental Quality Assessment. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive include a regulatory assessment equal to one-half of one-percent of the charge for water and/or sewer service, as provided by Section 5.701(n), Texas Water Code, as amended.

(b) Central Harris County Regional Water Authority Fee. The District lies within the boundaries of the Central Harris County Regional Water Authority and is subject to groundwater reduction plan fees imposed by the Authority for each 1,000 gallons of water pumped from the District's well(s) and/or fees for the purchase of surface water from the Authority. In order to collect from the District's Customers sufficient funds to pay the

Authority's fees, the District hereby imposes a fee of \$3.67 for each 1,000 gallons of water billed to each Customer of the District pursuant to this Rate Order in addition to the water rates sets forth in Sections 2.07 and 3.02 through 3.09, inclusive. Such fees shall be added to each Customer's bill. The regulatory assessments and fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Rate Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein, which fee shall be added to each Customer's bill. The water and sanitary sewer service rates set forth above in Sections 2.07 and 3.02 through 3.09, inclusive, do not include the fee imposed hereunder.

(c) Fees Associated with Alternative Payment Services. Alternative Payment Services (such as payment by credit card) which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the District at any time in its sole discretion. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. Such fees are set and charged by the service providers rather than the District. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.11. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

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

3.13. Policies Governing Services.

(a) No Reduced Rates or Free Service. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted.

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

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the District's System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the System occasioned as a consequence of such discharge. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall

maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the System. All Customers of the District's sanitary sewer System shall be subject to the terms and conditions of any Waste Order heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(d) Plumbing Regulations. The following plumbing regulations are pursuant to Texas Commission on Environmental Quality regulations and Section 1417 of the federal Safe Drinking Water Act, as amended by the federal Reduction of Lead in Drinking Water Act enacted on January 4, 2011 (and effective January 4, 2014), and any Environmental Protection Agency regulations adopted thereunder and are applicable to all Customers of the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

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

(ii) No cross connection between the District's water System and any private water system shall be permitted, and any potential threat of cross

connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

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

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

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

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the District's water System. The existence of a serious threat to the integrity of the District's water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the District's water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has

been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.13(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.13(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. No water connection from the District's System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the District's System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

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

(iii) For each backflow prevention assembly required to be installed pursuant to this Order, it shall be the responsibility of the Customer to have such assembly installed. The District's Operator shall test any backflow prevention assembly required to be installed at any Customer Connection pursuant to this Order, and shall complete and retain in the District's files for record keeping purposes an original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B". The District shall charge the Customer \$150.00 for each annual test performed on such assembly.

(iv) If a Customer fails to comply with the requirements of this Section 3.13(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

Section 4. Delinquency in Payment; Penalty; Discontinuation and Termination of Service.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten per cent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon shall be immediately due and payable. A charge of \$25.00 shall be imposed for each notice forwarded to a Customer as a result of a Customer's payment (whether made by check or via one or more Alternative Payment Services) being returned by a bank or other third-party payor for any reason.

4.02. Termination of Service For Failure to Pay Bills When Due. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the District's sanitary sewer System at any time after its bill becomes a Delinquent Bill. The Customer shall, by written notice mailed to the Customer's address as

reflected in the records of the District, be notified of the delinquency and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full, which date shall not be less than five (5) days from the date such notice is sent. Such notice shall state the place and time at which the account may be paid, that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice, and that the Customer has the right to appeal such termination to the Board of Directors of the District. A charge of \$30.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$30.00 shall be imposed for the restoration of service discontinued pursuant to this section. Payment of the unpaid account, including penalty and all other charges then due and owing plus any required deposit, shall be paid in cash, cashier's check or money order prior to restoration of water service where service has been terminated because of the Customer's failure to pay a bill before it became a Delinquent Bill.

4.03. Payment of Bills and Continuation of Service During Extreme Weather Emergency. During an Extreme Weather Emergency, and notwithstanding any provisions to the contrary herein, including, but not limited to Sections 4.01 and 4.02, a Customer may not be charged any late fees or penalties, nor may a Customer's service be terminated, for failure to timely pay a bill that is due during an Extreme Weather Emergency. The imposition of late fees and penalties and the termination of service for failure to pay a Delinquent Bill that is due during an Extreme Weather Emergency shall resume upon the cessation of the Extreme Weather Emergency. A Customer may submit to the District's Operator, within 30 days of the end of the Extreme Weather Emergency, a request for a payment plan for any Delinquent Bill that is or was

due during an Extreme Weather Emergency. A request for a payment plan shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District during a public meeting, which request shall, subject to the terms hereof, be granted by the District's Board of Directors at its next meeting. The District's Board of Directors may determine, in its sole discretion, the schedule and terms of the payment plan, including (i) the total amount due, (ii) the number of installments (whether one or more), (iii) the amount of any finance charge, not to exceed an annual rate of ten percent (10%) simple interest, (iv) the deadline for each installment, (v) the dates of the Extreme Weather Emergency, and (vi) the due dates and amounts of any bills that were due during the Extreme Weather Emergency. The District shall send written notice of the terms of the payment plan to the requesting Customer, after which the Customer shall have seven (7) business days to accept or reject, in writing, the payment plan offered by the District. If the District does not receive written notice of a Customer's acceptance of an offered payment plan within seven (7) business days, it shall be deemed rejected. A Customer that violates the terms of any payment plan extended by the District shall be subject to the provisions of this Rate Order regarding delinquent payment of bills and discontinuation of service.

The District shall suspend any preexisting disconnection notices issued to a Customer for nonpayment of a bill due during an Extreme Weather Emergency upon receipt of a timely request for a payment plan. If a Customer violates the terms of any payment plan extended by the District or does not timely respond to the District's offer of same, the District may (i) pursue disconnection of service pursuant to the terms of this Rate Order, or (ii) reinstate the terms of a disconnection notice delivered to the Customer prior to the Extreme Weather Emergency.

4.04. Discontinuing Service Upon Request of a Customer; After Hours Service.

Whenever a Customer of the District requests that water and sewer service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired. A charge of \$10.00 shall be made for restoring water service (between 8:00 a.m. and 4:30 p.m. when such service is discontinued and restored at the

request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request. Whenever a Customer of the District requests service to be turned on (whether for new or transferred service or after discontinuation as set forth in this Order) prior to 8:00 a.m. or after 4:30 p.m. (excluding holidays) or on weekends or holidays, an additional service charge of \$50.00 shall be imposed.

Section 5. Damage to District Facilities; Tampering.

5.01. Damage to Meters and/or Drainage Facility and Appurtenances. No person other than a duly authorized agent of the District shall connect or otherwise direct flow to any Drainage Facility or open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line or other water and/or sewer System appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Customer whose meter, meter box, service line or other System appurtenance has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed flow to a Drainage Facility. The District shall assess (i) a fee of \$30.00 for the removal and reinstallation of a meter under this Section 5.01, (ii) any repair costs incurred by the District hereunder and (iii) a damage fee of \$30.00.

5.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the District's System and appurtenances without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the System so damaged.

5.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or

obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the sanitary sewer System resulting from a Customer's failure to prevent obstructions from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

5.04. Storm Sewer System and Drainage Facility. The use of any Drainage Facility within the District is limited solely to storm waters. No other liquids or solids, including but not limited to, drainage from swimming pools or hot tubs, grass or yard clippings, trash, construction materials, concrete, oils or grease, shall be introduced into a Drainage Facility within the District. Failure to maintain proper storm water quality control measures and proper storm water pollution prevention measures, as applicable, in accordance with this Order, federal and state law, and federal, state and local regulations, shall constitute a violation of this Order and be subject to penalties as set forth herein. It shall be a violation of this Order to introduce unauthorized material, whether liquid or solid, into a Drainage Facility within the District. and the District reserves the right to assess such penalties as provided in this Order to any person, corporation, or other entity who makes such unauthorized use of a Drainage Facility within the District.

Section 6. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

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

- (2) makes unauthorized use of the system, a Drainage Facility or District services or facilities including any trespass onto District sites, including but not limited to, the site of a Drainage Facility; or
- (3) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 6 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 6 shall be in addition to such other penalties as are provided in this Order, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 7. Appeal. Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed

hereunder, Customer shall pay the undisputed portion of all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

Section 8. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 9. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

The President or Vice-President is authorized to execute and the Secretary to attest this Order on behalf of the Board and the District.

[Signature Page Follows]

Passed and adopted this 17th day of January, 2023, to be effective March 1, 2023.

ATTEST:

/s/ James L. Wright

President

/s/ Yvonne Smith

Secretary

EXHIBIT "A"

Customer Service Inspection Certificate

Name of PWS	HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 200
PWS I.D. #	1012007
Location of Service:	

Reason for Inspection	
New Construction	<input type="checkbox"/>
Existing service where contaminant hazard are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

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

Compliance Non-Compliance

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) No direct or indirect connection between the public drinking 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 Commission regulations. |
| <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 principle backflow prevention assembly is properly installed. |
| <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 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014. |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988. |

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service line	Lead <input type="checkbox"/>		Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder	Lead <input type="checkbox"/>		Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks: _____

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

License Type

Inspector Name (Print/Type)

License Number

Title of Inspector

Date / Time of Inspection

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

EXHIBIT "B"

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

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

NAME OF PWS _____ HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 200
 PWS IDENTIFICATION NO. _____ 1012007
 PWS MAILING ADDRESS: _____ 1300 POST OAK BLVD, SUITE 2400, HOUSTON, TX 77056
 PWS CONTACT PERSON: _____
 ADDRESS OF SERVICE: _____

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

TYPE OF BACKFLOW PREVENTION ASSEMBLY(BPA):		
<input type="checkbox"/> Reduced Pressure Principle (RPBA)	<input type="checkbox"/> Reduced Pressure Principle-Detector (RPBA-D)	Type II <input type="checkbox"/>
<input type="checkbox"/> Double Check Valve (DCVA)	<input type="checkbox"/> Double Check-Detector (DCVA-D)	Type II <input type="checkbox"/>
<input type="checkbox"/> Pressure Vacuum Breaker (PVB)	<input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker (SVB)	

Manufacturer:	Main:	Bypass:	Size:	Main:	Bypass:
Model Number:	Main:	Bypass:	BPA Location:		
Serial Number:	Main:	Bypass:	BPA Serves:		

Reason for Test:	New <input type="checkbox"/>	Existing <input type="checkbox"/>	Replacement <input type="checkbox"/>	Old Model/Serial #
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Is the assembly installed on a non-potable water supply (auxiliary)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

TEST RESULT PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	Reduced Pressure Principle Assembly (RPBA)		Type II Assembly	PVB & SVB		
	DCVA		Relief Valve	Bypass Check	Air Inlet	Check Valve
	1st Check	2nd Check***				
Initial Test Date: Time:	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ___ psid Did not open <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ___ psid Did not Open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> / No <input type="checkbox"/>	Held at ___ psid Leaked <input type="checkbox"/>
Repairs and Materials Used ¹	Main: Bypass:					
Test After Repair Date: Time:	Held at ___ psid Closed Tight <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/>	Opened at ___ psid	Held at ___ psid Closed Tight <input type="checkbox"/>	Opened at ___ psid	Held at ___ psid

***2nd check: numeric reading required for DCVA only

Differential pressure gauge used: _____ Potable: _____ Non-Potable: _____
 Make/Model: _____ SN: _____ Date tested for accuracy: _____

Remarks: _____

¹ USE ONLY MANUFACTURER'S REPLACEMENT PARTS

Company Name: _____

Licensed Tester Name (print/type): _____

Company Address: _____

Licensed Tester Name (signature) _____

Company Phone No.: _____

BPAT License No.: _____

License Expiration Date: _____

The above is certified to be true at the time of testing.