

HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 70

Resolution for Adoption of Order Establishing Policy and Rates for Water and Waste Collection and Disposal Service and Storm Water Control and Imposition of Penalties

The board of directors ("Board") of Harris County Water Control & Improvement District No. 70 ("District") met at the Board's regular meeting place on April 3, 2019, with a quorum of directors present, as follows:

Bobby Crippens, President
Terry Lutz, Vice President
Randall Keith Adams, Secretary
Jim Raines, Director/Treasurer

and the following absent:

None

when the following business was transacted:

The order set out below ("Order") was introduced for consideration of the Board. It was duly moved and seconded that said Order be adopted; and, after due discussion, said motion carried by the following vote:

Ayes: All directors present

Noes: None

The Order thus adopted is as follows:

Any order and amendments thereto, heretofore adopted by the board of directors, providing for policy or rates for water, sewer and garbage collection and disposal service and storm water control for Consumers within the District, are hereby revoked upon the effective date of this Order.

The Order hereinafter set forth shall become effective on April 3, 2019.

ORDER ESTABLISHING POLICY AND RATES FOR
WATER AND WASTE COLLECTION AND DISPOSAL
SERVICE AND STORM WATER CONTROL
AND IMPOSITION OF PENALTIES

WHEREAS, HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 70 owns a water and sewer system designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be established for provision of water and sewer services and that penalties be established for violation of any such condition of District rules or requirements; and

WHEREAS, the District has previously published as required by law a notice of adoption of penalties for violation of District rules and requirements; and

WHEREAS, the Board has carefully considered the matter and concluded that the following conditions, rules and requirements should be established for the provision of such services.

ARTICLE I

General Provisions

Section 1.1 Definitions

For purposes of this Order, the following words or terms shall have the following meanings:

- a) "Billing Official" shall mean the District's office manager or other person so designated by the office manager.
- b) "Commission" and/or "TCEQ" shall mean the Texas Commission on Environmental Quality or any successor agency thereof.
- c) "Consumer" and/or "Customer" shall mean the occupant of a residential, commercial or industrial structure within the area of the District, whether the owner, renter or lessee thereof.
- d) "Cross Connection" shall mean a physical connection or other

arrangement through which a potable water system may be contaminated by back siphonage or backflow.

e) "Developed Lot" shall mean a platted lot or subdivided parcel to which access is provided by a paved street, and to which water and/or sewer lines are available.

f) "Delinquent bill" shall mean a bill for water and/or sewer service which has not been paid within twenty (20) days after the date of the bill for the preceding month's service.

g) "EPA" and/or "US EPA" shall mean the United States Environmental Protection Agency.

h) "Garbage" shall mean ordinary household garbage, including limbs, leaves and grass clippings.

i) "Garbage Contractor" shall mean the company and its employees with which the District contracts and may contract for the garbage collection and disposal program in the District.

j) "Nontaxable Entity" and "Homeowner's Association" shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended and/or is a duly organized Homeowner's Association, or similar entity, under the laws of the State of Texas.

k) "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.

l) "Residential connection" shall mean and include any single family residence, townhouse, or multiplex (other than apartments), when such is separately metered.

m) "Separate connection" shall mean each residential unit occupied by a separate family or person, including separate apartments within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

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

o) "TAC" shall mean the Texas Administrative Code, as amended.

p) "TCEQ" and/or "Commission" shall mean the Texas Commission on Environmental Quality or any successor agency thereof.

q) "Waste Collection and Disposal Services" shall mean the sewer service and solid waste collection and disposal service provided by the District to Residential Connections.

Section 1.2 Consumers not entitled to specific quantity or pressure of water

Water Consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that District is only to furnish a connection with its water System and is in no case to be liable for failure or refusal to furnish water or any particular amount or pressure of water.

Section 1.3 Water and sanitary sewer connections generally

Only authorized agents of the District shall be permitted to tap, make any connection, or alter the System.

Section 1.4 Unauthorized practices

a) Any Unacceptable Plumbing Practice that threatens the integrity and safety of the District's System is strictly prohibited. Furthermore, the Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the Consumer in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water. All Consumers shall allow their property to be inspected and shall immediately correct any Unacceptable Plumbing Practice on its premises.

b) The District shall consider the existence of a health hazard as identified in applicable TCEQ rules and regulations, or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Consumers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health

hazard or other contamination source has been isolated from the District's water supply system in accordance with applicable TCEQ rules and regulations. The District is not required to follow the provisions of Section 2.2 when terminating water service under this Section.

c) The District may invoke the procedure described in Section 2.2 of this Order to discontinue water service to a Consumer in the event such Consumer either (1) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving notice to correct or remove any unauthorized connection, tap, or Unacceptable Plumbing Practice.

d) All tampering with District meters, taps or other District facilities, Unauthorized Usage and unauthorized discharges into the District's System are prohibited. In addition to any of the foregoing, the District may bill and collect from any Consumer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5 Plumbing material restrictions; Customer Service Inspection ("CSI")

No new connections to the District's water system shall be made unless (a) a Customer Service Inspection has been made; and (b) a Customer Service Inspection Certification in a form substantially similar to the form attached hereto as Exhibit "B" has been completed and on file with the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that an Unacceptable Plumbing Practice exists, or after any material improvement, correction or addition to the private plumbing facilities. The District shall recognize only the District's Operator or the Operator's representative as capable of conducting CSI certifications and the Operator shall retain copies of properly completed certifications on file for a minimum of three (3) years. The Customer shall be charged the amount established on Exhibit "D" attached hereto, for each CSI. The District will accept properly completed Consumer service inspection certificates performed by qualified persons who are not employed by the Operator, but shall charge an administration fee in the amount established on Exhibit "D" for each such certification, whether for residential or commercial construction. If a CSI is made at the District's direction because the District has reason to believe that an Unacceptable Plumbing Practice exists, the Consumer shall not be

charged for the inspection unless Unacceptable Plumbing Practice is found. CSI certifications for new construction shall be submitted to the District before continuous service to the connection is provided and the District shall not transfer the account from the builder to the initial occupant until the CSI is complete.

Section 1.6 Backflow prevention devices

a) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules and shall provide all testing and maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.2 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all reasonable expenses relating thereto.

b) All backflow prevention assemblies required shall be tested upon installation by a properly certified backflow prevention assembly tester and shall be certified to be operating within specifications. In addition, backflow prevention assemblies installed to provide protection against health hazards as defined in 30 TAC § 290.38 must be tested and certified at least annually by a recognized backflow prevention assembly tester. If tested by the Operator, the District shall charge the Consumer the District's actual reasonable costs incurred for each backflow prevention assembly tested. For each assembly tested, a signed and dated original Test Report in the form attached hereto as Exhibit "C" must be completed by the recognized backflow prevention assembly tester and submitted to the District.

c) The District's Operator must retain for a minimum of three (3) years such test reports and maintenance records submitted to it under this Order.

Section 1.7 Plumbing code

The District's plumbing code shall be the Uniform Plumbing Code (Federal), including any City of Houston amendments thereto. All policies and inspections conducted by the District's operator shall be made pursuant thereto, including, but not limited to, the policies and rules governing water and sewer lines connected to the District's System.

ARTICLE II

Commencement and Termination of Service

Section 2.1 Voluntary termination of service

Whenever a Consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, he shall notify the District's Operator at least two (2) days prior to the time he desires such service discontinued. Fees in accordance with Exhibit "D" of this Order shall be charged for discontinuing and restoring water service where such service is discontinued or restored at the request of the Consumer and he/she is not delinquent in the payment of any bill at the time of either request.

Section 2.2 Termination of service upon initiative of District; Imposition of Penalties

a) The District may terminate utility service to a tract or Consumer and/or impose a penalty:

(1) at any time after a Consumer's bill becomes delinquent as defined herein or the District is lawfully empowered to terminate due to unpaid District taxes;

(2) upon the occurrence of Unauthorized Usage and/or Unacceptable Plumbing Practice;

(3) to prevent or discontinue conduct which interferes with the orderly provision of utility service by the District or the implementation of any provision or requirement of this Order; or

(4) to abate any condition harmful to the health, safety or welfare of District Consumers, the public, or that could cause damage to the System.

b) The procedure for termination of service and imposition of penalties pursuant to Subsections 1.4b) or 6.1b) of this Order is as follows:

(1) At least ten (10) days prior to either (a) termination of a Consumer's service pursuant to this Section; or (b) imposition of a penalty upon a Consumer or other person per Section 8.1 of this Order, a notice shall be delivered to the Consumer or other person advising the Consumer or other person of termination of service or imposition of a penalty pursuant to this Section.

(2) Delivery of the notice shall be considered complete upon deposit

of the notice in the United States mail, postage prepaid, with a certificate of mailing to be retained by the Operator and addressed to the Consumer at the Consumer's last known mailing address.

(3) The notice of termination of service shall include:

- (a) statement that service will be terminated;
- (b) the date of termination; and
- (c) the reason for termination.

c) In the event the termination is based upon failure to pay a delinquent bill, then the notice shall also include:

(1) a statement of additional charges that will be due pursuant to this Section if 48-hour notices are issued prior to termination of service plus additional charges that will be due pursuant to this Section if the operator travels to the Consumer's location for the purpose of terminating service.

(2) a statement that in the event the consumer desires to object to a delinquent bill on account of clerical error or other billing irregularity, then the Consumer must notify the Billing Official of the District of such objection; and the notice shall contain the name, mailing address and telephone number of the Billing Official. Such statement shall read as follows:

You are advised that the District's Billing Official (2935 Foley Rd., Crosby, Texas 77532; (281) 462-2001) may make an adjustment of a utility bill if there is a clerical error or other billing irregularity. If your bill contains an error, notify the District's billing official at once.

If the Billing Official is unable to adjust your bill, your service will not be terminated until the District's Board considers the matter. You will be notified of the time, date, and place of the meeting at which the matter will be considered. You may present your objection to the Board at that time.

d) Additional fees for mailing and hanging notices shall be added to the Consumer's bill, as follows:

(1) a mailing fee in the amount established on Exhibit "D" shall be charged for any notice mailed to a Consumer concerning a violation of this Order; and

(2) a notice fee in the amount established on Exhibit "D" shall be charged for hanging a 48-hour notice of termination. The additional mailing and notice fees are in addition to all other costs, and must be paid at the time of payment of the delinquent charges.

e) Adjustment of bill by the District's Billing Official:

(1) The Billing Official is authorized to receive and consider Consumer objections and to make adjustments in a Consumer's billing account to correct clerical errors or other billing irregularities.

(2) The Billing Official is not required to make an adjustment in any particular case; any Consumer objection received pursuant to this Section and not adjusted by the Billing Official to the satisfaction of the Consumer shall be referred to the Board.

f) Hearing by the Board:

(1) In the event a Consumer objection is referred to the Board, the termination of service shall not be completed without approval of the Board.

(2) The Consumer or other person shall be given notice, at least seventy-two (72) hours in advance, of the time, date, and place of the meeting at which the Board will consider the matter.

(3) Following the District's Billing Official's presentation of information about the matter, the Consumer or other person shall be entitled to present statements and evidence concerning the matter.

(4) After all information, statements and evidence has been presented, the Board shall deliberate and take such action as it deems advisable.

g) A charge as established on Exhibit "D", together with any delinquent bills, shall be paid by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section.

Section 2.3 Security Deposits for service

The applicable categories and rates for security deposits shall be charged in accordance with Exhibit "D" of this Order. Payment of the applicable security deposit is a prerequisite for service.

ARTICLE III
Tap Charges and Fees

Section 3.1 Tap charges

Tap charges are to be paid prior to installation and service and shall be charged in accordance with Exhibit "D" of this Order.

ARTICLE IV
Rates for Service

Section 4.1 Monthly rates for residential and commercial service

Rates for service and related fees shall be charge in accord with the applicable rates and fees on Exhibit "D" to this Order.

Section 4.2 No reduced rates or free service

All Consumers receiving either water or waste collection and disposal service or sewer service, or both, from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order. No reduced rate or free service shall be furnished to any such Consumer.

Section 4.3 Monthly charge for inactive water accounts

The rates, as established on Exhibit "D" attached hereto, shall be charged to residences connected to the District's water distribution system which are not active water connections (whether or not a meter has been installed).

Section 4.4 Penalty for failure to pay bill before delinquent

A charge, in the amount established on Exhibit "D" attached hereto, shall be added thereto when such bill has become delinquent as "delinquent" as defined herein.

Section 4.5 Returned checks

If a Consumer's check is returned unpaid by the bank, the Consumer's bill paid by such check shall be considered unpaid and subject to the penalty defined herein. A processing fee in the amount established on Exhibit "D" shall also be charged to the Consumer.

Section 4.6 Irrigation and Pool rates

The rates as established on Exhibit "D" shall be charged to Consumers for irrigation and pool water service through each separate meter. The minimum monthly charge is established on Exhibit "D" and shall be charged each month until a meter is installed.

Section 4.7 Additional fees for groundwater conversion

The Harris-Galveston Coastal Subsidence District has adopted disincentive fees based on well pumpage to encourage water users in Harris County to convert from groundwater supplies to surface water supplies. Pursuant to a Groundwater Reduction Plan Agreement by and between the District and the City of Houston, the District will meet the Subsidence District's requirements by agreeing to purchase surface water, as necessary, from the City of Houston. Pursuant to the agreement the City will be responsible for such conversion but will assess a charge to the District for each 1,000 gallons of groundwater withdrawn from the District's wells. In addition to the changes set forth herein, the District shall assess to its Consumers an additional fee per 1,000 gallons used equal to the most recent charge to the District by the City in accordance with the Groundwater Reduction Plan Agreement.

ARTICLE V

Garbage Collection and Disposal Service

Section 5.1 Required Service

The District shall provide garbage collection and disposal service to each separate connection that receives water and sanitary sewer service from the District at the rates established on Exhibit "D". No separate billing shall be made for garbage collection and disposal service provided by the District.

Section 5.2 Manner of Collection

Garbage will be collected by the Garbage Contractor at the street on each collection day. Garbage must be properly packed in containers customarily used as a residential trash containers. Tree trimmings and branches cut in lengths not exceeding four (4) feet, securely tied in bundles weighing no more than 65 pounds will be collected. Boxes from new

move-ins must be broken down in order to be collected. Bulk items such as old furniture and appliances will be collected on each collection day.

ARTICLE VI

Meters

Section 6.1 Title, tampering, maintenance, setting

a) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.

b) No person other than a duly authorized agent of the District shall open a meter box or tamper, or in any way interfere with the 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 Consumer whose meter has been tampered with, to assess repair charges to such Consumer plus a damage in accord with Exhibit "D" of this Rate Order, and, pursuant to Section 8.1 below, to impose a penalty.

c) The District shall maintain, repair and replace all meters and appurtenances.

d) All meters shall be set by the Operator.

e) All sanitary sewer taps shall be made by the Operator.

Section 6.2 Meters and boxes to be free from rubbish and obstructions

The Consumer shall at all times keep the space occupied by the meter and the box free from rubbish or obstructions of any kind.

ARTICLE VII

Storm Water Runoff

Section 7.1 Prevention of Sediment and Debris Runoff

The District recognizes existing State and Federal policies pertaining to the protection, preservation and restoration of the purity and sanitary condition of water within the state, and the District has adopted the following policies requiring builders and developers of land within the District to comply with applicable laws, rules and regulations applicable to water

quality and storm water runoff from construction sites, including compliance with the EPA's General Permit for storm water discharge from construction sites.

Section 7.2 EPA Guidelines

All builders and developers are to comply with the conditions and requirements of the EPA's guidelines set forth in the EPA's General Permit for Storm Water Discharges from construction sites. It is the responsibility of each builder and developer to be aware of and comply fully with all the environmental regulations, including preparation of a Pollution Prevention Plan and submittal of a Notice of Intent to the US EPA or other government authority, if required by law.

Section 7.3 District policies

The District will provide a copy of the District's storm water runoff policy to each developer and builder within the District, and the District's operator and/or engineer will meet with developers and builders as necessary to provide information about the District's policies to facilitate compliance by all affected parties.

Section 7.4 Sediment Control

The District will require vegetation or other sediment control on all lots under construction in the District.

Section 7.5 Outfall Protection

Inlet protection will be required on all ditches, swales and outfall pipes in areas in which there are lots or homes under construction or where roadside ditches are receiving runoff from lots under construction. Outfall protection can be either sand bags or bales of hay. The builder and developer will be responsible for maintaining the outfall protection.

Section 7.6 Street Cleaning

The builder and developer will be responsible for ensuring that the streets in front of their lots stay free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by using a vacuum sweeper. Washing sediments into

the roadside ditches is prohibited by the District and the EPA.

Section 7.7 Handling of Industrial Wastes and Chemicals

- a) Each builder shall insure that vendors or subcontractors properly dispose of any chemicals, used motor oils or any other wastes.
- b) Chemicals, such as paint, thinners, solvents, glues, waterproofing compounds and other substances, including concrete and construction rubble, will be disposed of offsite in an acceptable and legal manner.

Section 7.8 Concrete Wash Out Site

- a) Each builder will provide a single, dedicated concrete wash out site on one of their reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.
- b) The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the lot line in front of the wash out site, as well as an access pad.
- c) The builder will inform its subcontractors of the location and purpose of the concrete wash out site.

Section 7.9 Other Builder Responsibilities

- a) The builder is responsible for observing all signs and for enforcing this policy with all employees, suppliers, and subcontractors.
- b) Builders are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

Section 7.10 Inspection and Compliance

- a) The District's operator shall conduct periodic inspections within the District to ensure that builders and developers are in compliance with this policy.
- b) In the event a problem is identified by the operator, the operator shall notify the builder and developer of the specific nature and location of conditions not in

compliance with this policy, and the builder and/or developer shall take necessary action to eliminate any non-compliant conditions within 48 hours of receipt of such notice.

c) In the event of an emergency or in the event of continued non-compliance with this policy following issuance of the operator's notice of non-compliance, the District may take action as necessary to eliminate such non-compliance, and to charge the costs of such actions to the builder or developer who is responsible for such conditions, and pursuant to Section 8.1 below, to impose a penalty.

ARTICLE VIII

Enforcement

Section 8.1 Enforcement Penalties

Pursuant to the authority granted by the Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in the Texas Gov't Code for each violation or each day of a continuing violation. The District may bring an action to recover the penalty in a district court in the county where the violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

ARTICLE IX

Miscellaneous

Section 9.1 Severability

If any provision of this Order or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the provisions or applications of the Order which can be given effect without the invalid provision or application, and to this end, the provisions of this order are declared to be severable.

Section 9.2 Savings

If any word, phrase, clause, paragraph, sentence, part, portion or provision of this Order or the application thereof to any person or circumstance shall ever be held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Order shall nevertheless be valid, and the board of directors declare that this Order would have been adopted without such invalid or unconstitutional word, phrase, clause, paragraph, sentence, part, portion or provision.

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

Passed and adopted, this April 3, 2019.

BOBBY CRIPPENS
President

ATTEST:

RANDALL KEITH ADAMS
Secretary

EXHIBIT "A"

SERVICE AGREEMENT

- I. **PURPOSE.** Harris County Water Control and Improvement District No. 70 (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each Consumer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each Consumer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following Unacceptable Plumbing Practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly must be properly installed and a service agreement for annual inspection and testing by a certified backflow prevention assembly tester is required..
 - C. No connection which allows the return of water used for condensing, cooling or industrial processes back to the public water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead is permitted in private water distribution facilities installed or after July 1, 1988 and prior to January 4, 2014.
 - E. Plumbing installed after January 4, 2014 must bear the expected labeling indicating $\leq 0.25\%$ lead content.
 - F. No solder or flux which contains more than 0.2% lead is permitted in private water distribution facilities installed on or after July 1, 1988.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and _____ (the "Consumer").
 - A. The District will maintain a copy of this agreement as long as the Consumer and/or the premises is connected to the District's water system.

- B. The Consumer shall allow his property to be inspected for possible cross-connections and other Unacceptable Plumbing Practice. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other Unacceptable Plumbing Practice exists; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Consumer in writing of any cross-connection or other Unacceptable Plumbing Practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Consumer shall immediately correct any Unacceptable Plumbing Practice on his premises.
- E. The Consumer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

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

The District has adopted rules and policies protecting the drinking water supply and prohibiting tampering with, removing, adjusting or interfering with a meter, meter box or other component part of the water furnishing system. Violation of the District's rules and policies applicable to the water furnishing system is punishable by penalties not exceeding the jurisdiction of justice court as provided in the Texas Government Code, plus the District's attorney's fees and other costs, and such violation shall, at the District's option, result in termination of District utility service.

DATE: _____

CONSUMER'S SIGNATURE

NAME

ADDRESS

TELEPHONE NUMBER

EXHIBIT "B"

Customer Service Inspection Certificate

Name of PWS _____

PWS I.D. # _____

Location of Service _____

Reason for Inspection:

New Construction ☐Existing service where contaminant hazards are suspected ☐Material improvement, correction or expansion of distribution facilities ☐

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 after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ 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 lines | 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 become a permanent record of 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

Printed Name of Inspector

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 §290.444(h)/290.46 (j).

EXHIBIT "C"

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____
PWS I.D. #: _____
PWS MAILING ADDRESS: _____
PWS CONTACT PERSON: _____
LOCATION 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) |
| <input type="checkbox"/> Double Check Valve (DCVA) | <input type="checkbox"/> Double Check-Detector (DCVA-D) |
| <input type="checkbox"/> Pressure Vacuum Breaker (PVB) | <input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker (SVB) |

Manufacturer _____ Size: _____
Model Number _____ BPA Location _____
Serial Number _____ BPA Serves: _____

Reason for test: New ☐ Existing ☐ Replacement ☐ Old Model/Serial # _____
Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____
Is the assembly installed on a non-potable water supply (auxiliary)? _____

| TEST RESULTS PASS <input type="checkbox"/> FAIL <input type="checkbox"/> | Reduced Pressure Principle Assembly (RPBA) | | | PVB & SVB | |
|--|--|--|---|---|---|
| | DCVA | | Relief Valve | 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"/> | 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** | | | | | |
| <u>Test After Repair</u> Date: Time: | Held at _____ psid Closed Tight <input type="checkbox"/> | Held at _____ psid Closed Tight <input type="checkbox"/> | Opened at _____ psid | 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: _____

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

Company Name _____ Licensed Tester Name (print) _____
Company Address _____ Licensed Tester (signature) _____

BPAT License # _____
Company Phone # _____ License Expiration Date: _____

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC §290.46(b)]

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

TCEQ-20700 (Revised 7-31-2018)

EXHIBIT "D"

HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 70

WATER AND SEWER SERVICE FEES AND RATES

Consumer Service Inspections (CSI)

| | |
|---|----------|
| Residential (new or existing construction) | \$25.00 |
| Commercial (new or existing construction) | \$100.00 |
| Admin fee (residential or commercial) for acceptance of CSI certificate for CSI not performed by District | \$25.00 |

Termination of Service (voluntary)

| | |
|-------------|---------|
| Termination | \$25.00 |
| Restoration | \$25.00 |

Notice of Violation

| | |
|-------------|---------|
| Mailing Fee | \$10.00 |
|-------------|---------|

48-Hour Notice of Termination

| | |
|------------------------|---------|
| Door Hanger Notice Fee | \$10.00 |
|------------------------|---------|

Termination of Service Upon Initiative of District

| | |
|-----------------|---------|
| Restoration Fee | \$75.00 |
|-----------------|---------|

Residential Security Deposits for Service

| | |
|--------------------|----------|
| Owner Occupied | \$100.00 |
| Non Owner Occupied | \$250.00 |

Commercial Security Deposit for Service

Covered by separate agreement

Residential Water Tap Charges

| | |
|-----------------------------------|--|
| Up to and including ¾" connection | \$800.00 |
| Over ¾" connection | Established by Separate Order or Agreement |
| Inspection Fee | \$25.00 |

Residential Sewer Tap Charges

| | |
|----------------|--------------------------------|
| Sewer Tap | \$800.00 + any necessary costs |
| Inspection Fee | \$25.00 |

Commercial Consumer Water and Sewer Tap Charges

District's actual cost + 200%

Non-taxable Entity Water and Sewer Tap Charges

District's actual cost

Monthly Rates for Water Service

| <u>Residential</u> | |
|--|---------|
| 0 – 6,000 gallons of water used | \$10.00 |
| Each 1,000 gallons used over 6,000 gallons | \$1.50 |
| <u>Commercial</u> | |
| 0 – 6,000 gallons of water used | \$14.00 |
| Each 1,000 gallons used over 6,000 gallons | \$1.25 |

Monthly Rates for Residential Waste Collection and Disposal Service

| | |
|--|---------|
| 0 – 6,000 gallons of water used | \$35.00 |
| Each 1,000 gallons used over 6,000 gallons | \$0.50 |

Apartments

\$21.00 per unit

Monthly Rates for Commercial Sewer Service

| | |
|--|---------|
| 0 – 6,000 gallons of water used | \$14.00 |
| Each 1,000 gallons used over 6,000 gallons | \$1.25 |

Monthly Charge for Inactive Water Accounts

\$12.00

Transfer Fee

\$20.00

Penalty for Failure to Pay Bill before Delinquent

10% of amount of bill

Returned Checks – Processing Fee

\$35.00

Irrigation and Pool Rates

| | |
|--|---------|
| 0 – 6,000 gallons of water used | \$10.00 |
| Each 1,000 gallons used over 6,000 gallons | \$1.50 |

Minimum monthly charge

\$10.00

I, the undersigned secretary of the Board of Directors of Harris County Water Control & Improvement District No. 70, hereby certify that the foregoing is a true and correct copy of the Order Establishing Policy and Rates for Water and Waste Collection and Disposal Service and Imposition of Penalties, adopted by said Board at its regular meeting of April 3, 2019, together with excerpts from the minutes of said Board's meeting on that date showing the adoption of said Order, as same appear of record in the official minutes of the Board on file in the District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the official seal of said District this April 3, 2019.

B. H. [Signature]
Secretary

