

**ORDER AMENDING AND RESTATING RATE ORDER; ADOPTING RULES AND REGULATIONS; ADOPTING A DROUGHT CONTINGENCY PLAN; ADOPTING A WASTE ORDINANCE; ESTABLISHING CERTAIN OTHER POLICIES; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF**

**THE STATE OF TEXAS** §

**COUNTY OF FORT BEND** §

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1** §

WHEREAS, the Board of Supervisors (the “Board”) of **Fort Bend County Fresh Water Supply District No. 1** (the “District”) was created for the purpose of providing water and sanitary sewer service to the area within its boundaries;

WHEREAS, the Board previously established the rates, rules and regulations and conditions under which water and sanitary sewer service will be provided (the “Rate Order”);

WHEREAS, the Board has determined that it is in the best interest of the District to amend this Rate Order.

IT IS, THEREFORE, ORDERED BY THE BOARD OF SUPERVISORS OF **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1** THAT:

**ARTICLE I**  
**DEFINITIONS**

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

“**Commercial**” - shall mean any structure designed for business purposes (including business operated out of a residence), including, but not limited to office buildings, hotels, retail stores, warehouses, service stations, churches, schools, recreational centers and all other establishments not generally considered as residential structures or defined herein as a residential structure.

“**Customer**” - shall mean any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District’s System with water and/or sewer services to a residence owned or occupied by such person, partnership, corporation, non-profit corporation, trust or legal entity.

“**District Water Tap Installation Program**” - shall mean the program of installation of water taps pursuant to a contract bid and awarded by the District to install initial water taps to residents who apply for service prior to the application deadline applicable to each phase of construction.

“**Domestic Waste**” - shall mean liquid-carried sanitary sewage discharge which is normally discharged from residential food preparation and bathroom facilities.

“**Esplanade Connection**” - shall mean a water system connection serving public right-of-way or other public common areas.

“**Industrial**” - shall mean any structure designed for manufacturing purposes, including, but not limited to petroleum production plants, steel production plants and all other establishments not generally

considered as residential structures or commercial structures, or defined herein as a residential structure or commercial structure.

**“Irrigation Connection”** - shall mean a water system connection for which is to be used only for irrigation purposes.

**“Multi-family Residential Connection”** - shall mean all multiplex residential connections which are served by a master meter.

**“Multi-family Units”** - shall mean the individual dwelling units served through the Multi-Family Residential Connection's master meter and shall include condominiums and all individual dwelling units served by a master meter.

**“Non-taxable/Tax -Exempt”** - shall mean any entity not subject to property taxation pursuant to the provisions of the Texas Property Tax Code.

**“Non-profit”** - shall mean any entity which is chartered as a non-profit organization and registered with the State of Texas or any other state of the United States.

**“Operator”** - shall mean the person, company or corporation which is employed by or under contract with the District to operate the District’s water and sewer system, collect amounts owed to the District for such services, report monthly to the District on the operations of the District’s System and perform any additional services set out in its contract with the District.

**“Rate Order”** - shall mean this Order Amending and Restating Rate Order; Adopting Rules and Regulations; adopting a Drought Contingency Plan; Adopting a Waste Ordinance; Establishing Certain Other Policies; and Providing Penalties for Violations Thereof.

**“Rules and Regulations”** - shall mean the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached to this Order as Appendix **“A”** and incorporated herein for all purposes.

**“Separate Residential Connection”** - shall mean each residential unit designed for occupancy by a single family, including each separate unit located within a single multi-unit building.

**“Single-family Residential”** - shall mean any single-family structure within the District designed for occupation as a residence whether by the Customer or by a renter or lessee, including any single-family residence, townhouse, multiplex, or other structure generally considered to be and used solely for residential purposes and which is separately metered.

**“System”** - shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

## **ARTICLE II**

### **TAP FEES AND CONNECTION POLICY**

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

Each customer receiving water and/or sanitary sewer service from the District’s System shall be required to comply with the rules established in the Rate Order and to pay the fees as set forth herein. No

service shall be established or re-established until such fees are paid. All service connections are subject to the provisions of the District's Rules and Regulations and all other rules, regulations, and policies of the District. Prior to the initiation of water and/or sewer service, the Customer shall complete and file with the District the appropriate application for service as set forth in this Rate Order.

## **Section 2.02. Policies Governing Initial Connections**

### **A. Certification of System.**

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

### **B. Availability of Access/Obstructions.**

Each Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from customer's water meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by the District's Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

## **Section 2.03. Connections by District Operator.**

All connections to the District's System shall be made in accordance with the District's Rules and Regulations. No person except the District's Operator or his authorized agent shall be permitted to tap or make any connection to the mains or distribution piping of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture connected with the water service or any manhole, main, trunk or appurtenance of the District's sanitary sewer system, unless otherwise specified by the Board of Supervisors of the District.

## **Section 2.04. Policies Governing Commercial Connections**

### **A. Grease Traps/Sampling Wells.**

All Commercial customers shall install a sampling well in accordance with the District's Engineer's specifications. A grease trap with sampling port when required by the District's Engineer and Operator shall be installed in accordance with the District's Engineer's specifications. If a grease trap is required, a minimum size of 500 gallons shall be installed, and the pavement above the grease trap is to be blocked out for 1,500 gallon grease trap in order to allow for expansion, if necessary. All flows, except restroom facilities shall be routed through the grease trap. The grease trap shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks.

Each commercial customer requiring a grease trap shall (1) install such grease trap at the commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal of the grease trap; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

#### **B. Sand and Oil Interceptor for Gasoline Sales/Car Repair/Motorized Equipment Repair Facilities.**

All gasoline sales/car repair/motorized equipment repair facilities shall install a sand and oil interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and oil interceptor. The sand and oil interceptors shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

Each Commercial customer requiring a sand and oil interceptor shall (1) install such sand and oil interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

#### **C. Sand and Mud Interceptor for Car Wash Facilities.**

All car wash facilities shall install a sand and mud interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and mud interceptor. All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems. Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains.

Each Commercial customer requiring a sand and mud interceptor shall (1) install such sand and mud interceptor at the sole expense of the commercial customer; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

#### **D. Ground Water Monitoring Well Printing and Photo Processing.**

Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all printing and photo processing chemicals shall be collected in sealed containers and hauled away for reprocessing.

### **E. Lint Interceptor for Laundry/Dry Cleaning.**

Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the lint interceptor. The lint interceptors shall be cleaned out daily.

Each Commercial customer requiring a lint interceptor shall (1) install such lint interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

### **F. Landscaping/Nurseries.**

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

### **G. Pre-treatment of Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement.**

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

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

## **Section 2.05. Inspections and Fees.**

### **A. Sewer Inspection and Fees.**

Sewer connections and house service lines shall be inspected by the District's Operator for compliance with the Rules and Regulations. An inspection fee of **\$75.00** shall be charged for all connections. Installations which fail to conform at any time to the Rules and Regulations shall be disconnected. Any Customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. If subsequent re-inspections are required for noted deficiencies, a reinspection fee of **\$35.00** shall be charged for each re-inspection.

## **B. Customer Service Inspection Fees.**

The District's Operator shall perform the inspection and complete the Customer Service Inspection Certification required by Section 3.04 of the Rules and Regulations as set forth in Appendix A attached hereto. The District shall charge the Customer a fee of **\$75.00** to cover the costs of such inspection and certification.

## **C. Inspections and Fees Applicable to Builders and Others Making Improvements and Starting Construction.**

Any person or entity proposing to make improvements or start construction on property within the District must notify the District's Operator prior to commencing any improvement or construction if such improvement, construction, or equipment used in the construction will be within easements, rights-of-way or property where District facilities are located. The District's Operator shall conduct an inspection prior to the commencement of construction to verify the condition of the District's facilities. The District's Operator shall conduct another inspection after completion of construction to again verify the condition of the District's facilities. If the Operator finds that the facilities have been damaged as a result of the construction, the builder or other responsible party must reimburse the District for the costs of the repair before the District will initiate permanent service to the affected property. A fee of **\$50.00** shall be charged by the District to cover the cost of each inspection. The inspection fees will be collected at the time the tap fee is paid.

## **D. Inspection of Back Yard and Other Drains.**

Back yard drains and swimming pool drains shall be inspected for strict compliance with the District's Rules and Regulations. No backyard drains or swimming pool drains shall be connected to the District's sanitary sewer system. An inspection fee of **\$50.00** shall be charged for each residential and commercial yard or swimming pool connection. Installations which fail to conform to said Rules and Regulations will be disconnected. Any customer whose connection is disconnected for such failure shall be notified in writing as to the basis for such disconnection. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of **\$50.00**. If subsequent re-inspections are required before the connection is found in compliance with the District's Rules and Regulations, a reinspection fee of **\$50.00** shall be charged for each such reinspection.

## **E. Inspections of Grease Traps, Sand and Oil Interceptors, Lint Traps, Sand and Mud Interceptors.**

The District's Operator shall inspect on a quarterly basis (and more frequently if required to insure compliance with this Rate Order) grease traps, sand and oil interceptors, lint traps and sand and mud interceptors. The cost of such inspections shall be **\$50.00** and shall be billed to the customer. If the inspection reveals that the grease traps, sand and oil interceptors, lint traps, or sand and mud interceptors requiring cleaning, the Operator shall notify the Customer in writing to clean the grease traps, sand and oil interceptors, lint traps, or sand and mud interceptors. In the event that any customer fails to have the grease trap, sand and oil interceptors, lint traps, or sand and mud interceptors cleaned on a timely basis, following ten (10) days written notice, the District shall be authorized to clean the Customer's grease trap, sand and oil interceptor, lint trap, or sand and mud interceptor and such cost shall be billed to customer with the next monthly water bill. Failure to pay any charges described in this Section 2.05(E) shall result in the termination of water service in accordance with this Rate Order.

**Section 2.06. Backflow Prevention Assembly Certification and Inspection Fee.**

A fee shall be charged annually for backflow prevention assemblies that will require annual Test Reports as required by Section 3.06 of the District's Rules and Regulations. This fee shall include the District's cost plus 100%. Inspection of backflow prevention assemblies installed prior to the initial Customer Service Inspection shall be included as part of the Customer Service Inspection, an additional Customer Service Inspection will be required for the Material Change to the Plumbing System.

**Section 2.07. Plumbing Material Restrictions.**

**A. Prohibition on Use of Specified Materials.**

The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after the date of this Order:

- (1) Any pipe or pipe fitting which contains more than 0.2% lead; and
- (2) Any solder or flux which contains more than 0.2% lead.

**B. Certification of Compliance with Prohibition.**

After the date of this Order, no new connections to the District's water system shall be made unless a state licensed plumber first submits in writing to the District a certificate of compliance specifying that the new connection complies with the plumbing material prohibition contained in Section 2.07a above. The certificate of compliance shall be signed by the licensed plumber and submitted to the District at the same time that the tap fee is paid. The District shall not accept any tap fee that is not accompanied by a certificate of compliance.

**Section 2.08. Defective House Service Lines.**

Defective house service lines at the point of connection to the District's sewer system resulting in infiltration and inflow to the District's sanitary sewer system are prohibited. Customers with defective house service lines and/or defective physical connections causing inflow and infiltration to the District's sanitary sewer system are required, upon notification by the District's Operator, to repair the defective service line and/or physical connection. Repairs must be conducted in accordance with the District's Rules and Regulations Governing Water, and Sanitary Sewer Facilities, Service Lines and Connections and must be inspected by the District's Operator prior to backfill. If the Customer fails to repair the defective house service line and/or defective connection, after notice by the District; the Customer's water service shall be terminated in accordance with this Rate Order and service shall not be restored until the Customer makes the necessary repairs and/or provides the District with a plan of action for the repairs.

If during the investigation of a sink hole or sewerage backup, the District's Operator confirms after excavating the sewer line that the infiltration in the sanitary sewer line is caused by a defect or problem in the Customer's house service line at the point of connection to the District's sanitary sewer line, the District's Operator, with the consent of the Customer, shall repair the house service line at the point of connection to the District's sanitary sewer line while the sanitary sewer line is excavated. The cost of the repair will be added to the Customer's water and sewer bill and may, at the Customer's request be paid in installments not to exceed twelve (12) installments. If payment of the repair is not made, then the Customer's water service will be terminated in accordance with this Rate Order.

**Section 2.09. Title to Facilities** Title to all water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall lie in the District.

**ARTICLE III**  
**TAP FEES**

**Section 3.01. Water Taps.**

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

- a. **Residential(\*)** 3/4"-5/8"  
(including irrigation systems) the actual cost of furnishing and installing the tap, meter and any necessary service lines; plus the price of repairing or restoring any yards, sidewalks, streets or any other improvements affected by such installation; plus \$250.00.
- larger than 1 1/4" 2 times the actual and reasonable costs to the District
- b. **Multi-Family:** 2 times the actual and reasonable cost to the District.
- c. **Commercial:** 2 times the actual and reasonable cost to the District.
- For extra-long side taps<sup>2</sup> existing on or before January 1, 2010,  
2 times the actual and reasonable cost to the District.
- d. **Tax-Exempt:** actual cost of the tap plus \$6,000 per equivalent single family connection. Said tap fee may be paid in installment payments not to exceed six years.
- e. **Non-Profit:** 2 times the actual and reasonable cost to the District.
- f. **Non-Profit/Tax Exempt Fire Tap:** the actual and reasonable cost to the District.
- g. **Industrial:** 2 times the actual and reasonable cost to the District.
- h. **Car Wash** 2 times the actual and reasonable cost to the District.
- i. **All others:** 2 times the actual and reasonable cost to the District.

The charge for all taps of sewer lines within the District shall be equal to three (3) times the actual and reasonable cost to the District.



**ARTICLE IV**  
**WATER/SEWER RATES**

**Section 4.01. Temporary Connection.**

**A. Temporary Connections.**

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. All temporary service shall be metered and billed to the temporary Customer as provided herein. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. Any person or entity connecting to the District's System without approval will be deemed to be in violation of this Rate Order. Violations of the Rate Order may result in the termination of water service and the enforcement of civil and criminal penalties as set forth in Article X of this Rate Order.

**B. Application for Service.**

Each temporary Customer desiring temporary water service shall be required to execute an **Application for Temporary Service, as set forth in Exhibit 1 attached hereto**, and shall provide the security deposit set forth in Section 5.02A hereto. The temporary customer shall also pay (i) the cost to install the temporary meter, (ii) the cost of the metered water as the rates set forth below, and (iii) the cost of the meter rental. The rates for the sale of water for each temporary water service connection shall be:

**C. Water Rates.**

The Rates for temporary water service shall be:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 -5,000 gallons	<b>\$20.00 minimum</b>
5001 - 7,500 gallons	<b>\$2.00 per 1,000 gallons</b>
7,501 - 10,000 gallons	<b>\$2.50 per 1,000 gallons</b>
10,001 - 15,000 gallons	<b>\$2.75 per 1,000 gallons</b>
15,001 - 20,000 gallons	<b>\$3.00 per 1,000 gallons</b>
20,001 - 25,000 gallons	<b>\$3.50 per 1,000 gallons</b>
25,001 - 35,000 gallons	<b>\$4.00 per 1,000 gallons</b>
35,001 gallons or more	<b>\$4.50 per 1,000 gallons</b>

**Section 4.02. Single Family Residential Connection.**

**A. Application for Service**

Each Customer desiring water/sewer service for a single family residential connection shall be required to execute an **Application for Service as set forth in Exhibit 2 attached hereto**, and shall provide the security deposit set forth in Section 5.02B hereof.

**B. Water Rates.**

The water rates for each detached single family residential connection shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$21.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 20,000 gallons	\$4.50 per 1,000 gallons
20,001 - 35,000 gallons	\$5.50 per 1,000 gallons
35,001 gallons or more	\$6.50 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for each detached single family residential connection shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$30.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.03. Esplanade/Irrigation Connection:**

**A. Application for Service.**

Each Customer desiring water service for an esplanade/irrigation connection shall be required to execute an **Application for Service as set forth in Exhibit 2 attached hereto**, and shall provide the security deposit set forth in Section 5.02J hereof.

**B. Water Rates**

The water rates for sprinklers for esplanades/irrigation connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0-5,000 gallons	\$20.00 Minimum
5,001 - 10,000	\$1.00 per 1,000 gallons
10,001 - 20,000	\$1.50 per 1,000 gallons
20,001 - 30,000	\$2.00 per 1,000 gallons
30,001 - 40,000	\$2.50 per 1,000 gallons
40,001 - 50,000	\$3.00 per 1,000 gallons
50,001 and above	\$3.50 per 1,000 gallons

**C. Sewer Rates**

There shall be no sewer charge for esplanade/irrigation connections.

**Section 4.04. Multi-Family Service**

**A. Application for Service**

Each Customer desiring water/sewer service for multi-family units shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02E hereof.

**B. Water Rates**

The water rates for multi-family connections shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for multi-family connections shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.05. Commercial Connection:**

**A. Application for Service**

Each Customer desiring water service for a commercial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02D hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for commercial connections shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons

5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for commercial connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.06. Service for Tax-Exempt Connection:**

**A. Application for Service**

Each Customer desiring water/sewer service for a tax-exempt connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02F hereof.

**B. Water Rates**

The water rates for tax-exempt connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for tax-exempt connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.07. Service for Non-Profit Connection:**

**A. Application for Service.**

Each Customer desiring water/sewer service for a non-profit connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02G hereof.

**B. Water Rates.**

The water rates for non-profit connections shall be billed as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 - 3,000 gallons	\$40.00 minimum
3,001 - 5,000 gallons	\$2.50 per 1,000 gallons
5,001 - 7,500 gallons	\$4.00 per 1,000 gallons
7,501 - 10,000 gallons	\$4.25 per 1,000 gallons
10,001 - 15,000 gallons	\$4.50 per 1,000 gallons
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for non-profit connections shall be billed based upon water metered as follows:

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.08. Non-Profit/Tax Exempt Fire Connection:**

**A. Application for Service.**

Each Customer desiring water service for a non-profit/tax exempt fire connection shall be required to execute an **Application for Service as set forth in Exhibit 3**, and shall provide the security deposit set forth in Section 5.02H hereof.

**B. Water Rates.**

The water rates for non-profit/tax exempt fire connections shall be billed as follows:

Non-Profit/Tax Exempt Fire Connection	\$10.00 minimum or \$2.50 per 1,000 gallons of water used whichever is greater
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**C. Sewer Rates.**

There shall be no sewer charge for non-profit/tax exempt fire connections.

**Section 4.09. Industrial Connection:**

**A. Application for Service**

Each Customer desiring water service for an industrial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02I hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for industrial connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 gallons or more	\$2.50 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for industrial connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.10. Car Wash Connection:**

**A. Application for Service**

Each Customer desiring water service for a commercial connection shall be required to execute an **Application for Service as set forth in Exhibit 3 attached hereto**, and shall provide the security deposit set forth in Section 5.02J hereof.

Each Separate Connection will be treated as a separate account regardless of the number of connections on the property.

**B. Water Rates**

The water rates for car wash connections shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$40.00 minimum
3,001 gallons or more	\$2.50 per 1,000 gallons

**C. Sewer Rates.**

The sewer rate for car wash connections shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.11. Fort Bend County Connection:**

**A. Water Rates**

The water rates for the Fort Bend County Connection shall be billed as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 15,000 gallons	\$0.00 minimum
15,001 - 20,000 gallons	\$4.75 per 1,000 gallons
20,001 - 25,000 gallons	\$5.00 per 1,000 gallons
25,001 - 35,000 gallons	\$6.00 per 1,000 gallons
35,001 gallons or more	\$7.00 per 1,000 gallons

The Customer shall be responsible for the Regional Water Authority Regulatory Assessment, defined in Section 4.14 below, for all water delivered through the Fort Bend County Connection.

**B. Sewer Rates.**

The sewer rate for the Fort Bend County Connection shall be billed based upon water metered as follows:

<u>Gallons Used</u>	<u>Rate</u>
0 - 3,000 gallons	\$45.00 minimum
3,001 or more	\$1.75 per 1,000 gallons

**Section 4.12. Service to Out-of-District Customers**

All requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case by case basis and governed by separate agreement.

**Section 4.13. Regulatory Assessment**

Pursuant to Section 5.35 Texas Water Code, as amended, and 30 T.A.C. 291.76, the District shall pay by January 31 of each year a regulatory assessment to the Texas Commission on Environmental Quality

in the amount required by law based on the total charges for retail water and sewer service collected from its retail customers in the prior twelve months.

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

**Section 4.14. Regional Water Authority Regulatory Assessment.**

Pursuant to any assessment imposed by a regional water authority ("RWA"), the District shall pay on each January 31, April 30, July 31, and October 31 the regulatory assessment to the RWA in the amount assessed by the RWA based on the total water pumped in the prior quarter.

At the end of each calendar quarter, the Operator shall prepare a written statement indicating the (i) the total water pumped by the District for calendar quarter; and (ii) the regulatory assessment due and payable to the RWA. The Operator shall deliver the written statement to the District's Bookkeeper for payment by the District.

The Regulatory Assessment shall be added on the Customer's bill as a separate line item. To cover water that is not billed to customers, such as water lost through leaks, construction, flushing and other uses, the District will add six percent (6%) to the Regulatory Assessment charged to Customers. The Operator shall collect the Regulatory Assessment in addition to other charges.

**Section 4.15. No Reduced Rates or Free Service.**

All Customers receiving water and/or sewer service from the District shall be subject to the provisions of this 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 from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

**Section 4.16. Fresno Volunteer Fire Department.**

As a line item on each customer's water bill each month, there shall be an option to donate one dollar (\$1.00) to the Fresno Volunteer Fire Department.

**ARTICLE V**  
**SERVICE POLICY**

**Section 5.01. Application for Service.**

Each Customer establishing a new account and each Customer re-establishing an account that has been terminated for non-payment shall be required to complete an Application for Service as set forth below.

**A. Service for Temporary Connection.**

Each Customer requesting temporary water service shall be required to complete an Application for Service as set forth in Attachment 1 to this Rate Order.



**B. Service for Single Family Residential Connection.**

Each Customer establishing a new account for single-family residential service and each Customer re-establishing an account for single-family residential service that has been terminated for non-payment shall be required to complete an Application for Service as set forth in Attachment 2 to this Rate Order.

**C. Service for Esplanade/ Irrigation Connection.**

Each Customer establishing an account for an esplanade/irrigation connection shall be required to complete an Application for Service as set forth in Attachment 2 to this Rate Order.

**D. Service for Commercial Connection.**

Each Customer establishing a new account or re-establishing an account for a commercial connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein. For commercial accounts with single meters serving multiple tenants, the Customer shall provide the District with a list of tenants at the time service is initiated. Thereafter, the customer shall provide the District with a list of tenants annually on or before January 31 of each year.

**E. Service for Multi-Family Connection.**

Each Customer establishing a new account or re-establishing an account for multi-family service shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee as set forth therein. For multi-family accounts with single meters serving multiple tenants, the Customer shall provide the District with a list of tenants at the time service is initiated. Thereafter, the customer shall provide the District with a list of tenants annually on or before January 31 of each year.

**F. Service for Tax-Exempt Connection.**

Each Customer establishing a new account or re-establishing an account for a tax-exempt connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order, and to pay the required fee as set forth therein. The Customer shall provide the District with documentation establishing Customer's tax-exempt status at the time service is established.

**G. Service for Non-Profit Connection.**

Each Customer establishing a new account or re-establishing an account for a non-profit connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order, and to pay the required fee as set forth therein. The Customer shall provide the District with documentation establishing Customer's non-profit status at the time service is established.

**H. Service for Industrial Connection.**

Each Customer establishing a new account or re-establishing an account for an industrial connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein.

## **I. Service for Car Wash Connection.**

Each Customer establishing a new account or re-establishing an account for a car wash connection shall be required to complete an Application for Service as set forth in Attachment 3 to this Rate Order and to pay the required fee set forth therein.

## **Section 5.02. Security Deposits.**

Security deposits shall be non-interest bearing and shall be required as follows:

### **A. Temporary Service Deposit.**

Each customer requesting temporary water service shall pay a deposit of **\$1,500**. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System.

### **B. Builder Deposits.**

Each builder of a residence shall, at the time a request for a water tap is made, pay a minimum deposit of not less than \$1,000.00. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are so deducted from the builder's deposit, it will be incumbent on the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.

Upon (1) completion of the project, (2) inspection by the District's Engineer and Operator, including review of architectural/engineering drawings and receipt of all governmental approvals, and (3) certification from builder of the last sale of the residence within the District, the District shall refund the deposit less (1) any expenses incurred by the District for engineering, operator, attorney or other expenses in the review and approval of such project and (2) less any amounts forfeited as provided herein.

### **C. Residential Deposits.**

Each Customer establishing a residential account and each Customer re-establishing a residential account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection served where service is provided to a Customer that owns the property being served; and **\$150.00** per connection served where the home is not to be occupied by a Customer that owns the property being served.

### **D. Commercial Deposits.**

Each Customer establishing a commercial account, and each Customer re-establishing a commercial account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition,

each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

#### **E. Multi-Family Deposits.**

Each Customer establishing a multi-family residential account, and each Customer re-establishing a multi-family residential account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

#### **F. Tax-Exempt Deposits.**

Each Customer establishing a tax-exempt account and each Customer re-establishing a tax-exempt account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection being served.

#### **G. Non-Profit Deposits.**

Each Customer establishing a non-profit account and each Customer re-establishing a non-profit account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$100.00** per connection being served.

#### **H. Non-Profit/Tax Exempt Fire Connection Deposits.**

Each Customer establishing a non-profit/tax exempt fire connection account and each Customer re-establishing a non-profit/tax exempt fire connection account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$75.00** per connection being served.

#### **I. Industrial Deposits.**

Each Customer establishing an industrial account, and each Customer re-establishing an industrial account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

### **J. Car Wash Deposits.**

Each Customer establishing a car wash account, and each Customer re-establishing a car wash account that has been terminated for non-payment, shall be required to make a security deposit equal to three (3) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses. The minimum deposit shall be **\$150.00**. At the end of the first full calendar year following the initiation of usage, the Operator may adjust the security deposit to equal two (2) times the average monthly bill for the three (3) months of highest consumption. In addition, each Customer for whom the District requires the installation of a grease trap shall be required to deposit with the District an amount equal to two (2) times the estimated cost of removing the grease from such Customer's establishment, as such cost is estimated by the Operator.

### **K. Esplanade/Irrigation System Deposits.**

Each Customer establishing an esplanade/irrigation System account and each Customer re-establishing an esplanade/Irrigation System account that has been terminated for non-payment shall be required to pay, prior to the District providing service or restoring service, a security deposit of **\$75.00** per connection being served.

### **L. Additional Deposit.**

Each Customer restoring water service where such service has been terminated for non-payment or for any reason other than the request of such Customer, shall be required to pay an additional **\$100.00** security deposit before service is restored. A separate **\$100.00** security deposit shall be required for each such occurrence, up to a maximum of **\$1,000.00**.

### **L. Refund of Deposit.**

Following payment of the final bill and payment of all fees and charges, the balance of the security deposit, if any, shall be refunded by check mailed to the Customer. No interest shall be payable to the Customer on any security deposit.

### **Section 5.03. Transfer of Account.**

Each Customer establishing a new account that transfers an existing account shall pay a **\$25.00** transfer fee.

### **Section 5.04 Full Payment Required.**

Service shall be initiated upon payment of the security deposit and all other fees and charges.

### **Section 5.05. Billing Procedures**

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

#### **A. Due Date and Delinquency.**

Payment shall be due on or before the due date shown on the bill. After such date, a late charge of ten percent (**10%**) will be assessed on the unpaid balance on the water and sewer bill. All accounts not

paid by the due date shall be deemed delinquent and failure to make payment within thirty (30) days thereafter may result in the termination of water and sewer service.

### **B. Notice and Appeal.**

1. Prior to termination of service, a Customer who is delinquent in payment shall be sent a notice that service will be discontinued unless payment in full is received. Notice shall be sent by first class United States mail and will provide the Customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of the District to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the Customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a Customer has informed the District or the District's Operator of his or her desire to contest or explain his bill. If the Customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice to the Customer by first class United States mail stating whether service will be continued or disconnected. If service is discontinued, it shall be reinstated only upon payment in full of all amounts due, including any late charges, the security deposit set out in Section 5.02 hereof, and a reinstatement charge of **\$50.00**.
2. A fee of **\$10.00** shall be added to an account if a notice of delinquency is mailed to the Customer.
3. A fee of **\$10.00** shall be added to an account if a door hanger is delivered to the Customer.

### **C. Returned Checks.**

A **\$30.00** charge will be charged to the Customer's account for any check returned by the bank. Any amounts due on an account which have been paid with a check that has been returned by the bank must be paid in full by cash, cashier's check or money order, including all late charges and returned check charges, within five (5) days from the day the Operator hangs a notice on the Customer's door or otherwise notifies the Customer that the check has been returned by the bank.

### **D. Leak Adjustments.**

A customer who experiences a high water and sewer bill may request from the Board, in writing, an adjustment to the bill. Each residential customer is allowed a one-time adjustment to his/her water and sewer bill if the unusually high water usage is the result of a problem on the customer's side of the meter. In making the adjustment, the Operator will average the previous three months bills, and charge the customer the minimum water and sewer usage at the Rate set forth in the Rate Order. All usage in excess of the minimum water and sewer bill shall be charged at the lowest residential rate for water and sewer set forth in the Rate Order, provided, however, the adjustment will not be applied to the customers' portion of the regulatory assessment set forth in Section 4.14 hereof. The Customer shall be responsible for customer's portion of the regulatory assessment for the total amount of water appearing on the water bill."

### **Section 5.06. Entitlement**

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

refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

#### **Section 5.07. Unauthorized and Extraordinary Waste**

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

#### **Section 5.08. Damage to District Facilities.**

##### **A. Damage to Meter and Appurtenances.**

No person other than a duly authorized agent of the District shall open a meter box, tamper with or in any way interfere with a meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any Customer whose meter has been tampered with and to assess repair charges to the Customer, plus a damage fee of **\$200.00**.

##### **B. Right to Repair.**

The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any Customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.

##### **C. Interconnections.**

Interconnection or cross connection of the District's water system, whether directly or through a Customer's private system to another source of water is strictly prohibited without the express written consent of the District. Initial Customers shall construct and each Customer shall maintain water connections and appurtenances, including proper backflow prevention devices, so as to avoid infiltration of any possible contaminated liquid into the District's System. District personnel shall have access to all Customer water line connections and appurtenances within reasonable time periods in order to inspect suspected, possible unauthorized connections. The District reserves the right to immediately and without notice disconnect water service to any Customer whose internal private system has been found to be interconnected or cross connected, to assess against the Customer such penalties as are provided by law.

##### **D. 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 shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer system which could cause obstruction of said system. In the event that an inspection by the District's engineer or Operator reveals foreseeable damage to the 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 the obstruction, plus a District administration fee of 50% of said costs, shall be assessed to the Customer.

### **E. Repair and Maintenance of Private Lines.**

It shall be the responsibility of each Customer to maintain the water and sewer lines from the point of connection to the District's System, to the structure being served.

### **F. Clean-out Valves.**

The District shall retain the right of ingress and egress to inspect sanitary sewer clean-out valves to protect the integrity of the wastewater collection system. The District shall notify the Customer of any required repairs. If repairs are not effected within ten (10) days, the District may make the repairs and bill the Customer for same.

### **Section 5.09. Policy Relating to House Service Lines.**

In instances where the District agrees to pay for and construct Customer's house service line, Customer shall provide to the District (i) a signed Consent Agreement, (ii) an Application for Service, (iii) a License Agreement; (iv) documentation from the Fort Bend County Community Development Department, including income survey, and any subsequent correspondence from the Fort Bend County Community Development Department in connection therewith; (v) the Customer Service Agreement; and (vi) a \$1.00 deposit fee. The District's obligation to construct Customer's house service line is conditioned upon: (i) receipt of grant funds by the District to pay for Customer's house service line and Customer being eligible for such grant funds, or (ii) the District having other funds legally authorized for said purpose.

*Customer acknowledges that Customer must complete the grant application process, including but not limited to responding to all requests for information from the Fort Bend County Community Development Department ("CDBG") in connection with the grant application process heretofore discussed, and adhering to any and all applicable deadlines issued by the CDBG in connection therewith, to be eligible for the District to construct the house service line contemplated herein. Customer further acknowledges that Customer is only entitled to one connection constructed at the District's expense, as contemplated herein, within the District. Any additional connections desired by Customer must be at Customer's sole cost and expense.*

Customer consents to the District constructing Customer's house service line and grants to the District, its agents, contractors, representatives and assigns the right to enter Customer's property for the purpose of constructing the house service line.

Customer consents to the District installing a water expansion tank to Customer's house service line and grants to the District, its agents, contractors, representatives and assigns access to Customer's hot water heater for the purpose of installing the water expansion tank.

In consideration of the District's agreement to contract and pay for the construction of Customer's house service line, CUSTOMER HEREBY RELEASES AND FOREVER DISCHARGES THE DISTRICT, AND EACH AND ALL OF ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, SUPERVISORS, REPRESENTATIVES, ENGINEERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, AND LIABILITIES OF EVERY KIND AND OF WHATSOEVER NATURE, WHICH CUSTOMER MAY HAVE ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO THE HOUSE SERVICE LINE CONNECTION, INCLUDING, WITHOUT LIMITATION, THOSE WHICH MAY ARISE FROM INTERRUPTION OF SERVICE OR FAILURES OF THE SYSTEM.

This indemnity does not apply to the acts or omissions of the contractor constructing the House Service Line.

Customer shall grant to the District any licenses, easements or rights-of-way for the purpose of installing the house service line, meters, valves, and other equipment deemed necessary by the District.

Customer hereby acknowledges and agrees that any private water well currently existing on the Property is not permitted under any circumstances to be connected to any home, dwelling or other structure that is connected to the District's public water supply system. Customer further acknowledges that said water well shall at all times remain disconnected from any such home, dwelling or other structure used for habitation, and any attempt by Customer to connect said water well to any such home, dwelling or other structure used for habitation will subject Customer to disconnection, fines and civil penalties as provided in the District's Rate Order.

Customer understands and agrees that no new water wells may be constructed on the Property. Any attempt by Customer to construct or cause to be constructed any such water well on the Property shall subject Customer to disconnection, fines and civil penalties as provided by the District's Rate Order, and any such well so constructed or caused to be constructed shall be dismantled by the District at Customer's expense.

Upon completion of construction of the house service line, Customer shall be solely responsible for the house service line including, but not limited to, maintenance and repair thereof.

#### **Section 5.10. Policy Relating to Water and Sanitary Sewer Service.**

At such time as water and/or sanitary sewer services are initiated to a Customer, Customer is prohibited from connecting or re-connecting at any time any private water well or sanitary sewer service facility to Customer's home, dwelling or the structure receiving services.

#### **Section 5.11. Required Wastewater Connection.**

In order to maintain safe and sanitary conditions, and protect the lives, health, and welfare of the people in the District, all persons owning or leasing property which is recognized as a divided or platted lot, on which is situated a structure requiring wastewater discharge and the boundary of said property, at any point, is situated within two hundred feet (200') of the District's sanitary sewer system, shall connect the sewage facility of the structure to the District's sanitary sewer system within thirty (30) days after the system is placed into operation or shall connect the facility to the system within thirty (30) days after any future extensions of the District's sanitary sewer system is constructed within two hundred feet (200') of said property line. Persons owning or leasing property which is defined as acreage and which is located within 200' of the District's sanitary sewer system at any point may connect to the sanitary sewer system at any time. If the structure itself is located within two hundred feet (200') of the sanitary sewer system they shall connect as provided above.

### **ARTICLE VI** **DISCONTINUATION OF WATER SERVICE**

The District may discontinue any or all facilities or services to prevent an abuse or to enforce payment of any unpaid charge, fee or rental due the District (including taxes that have been delinquent for six (6) months) upon observance of the procedure appropriate for the circumstances.



**ARTICLE VII**  
**ADOPTION OF RULES AND REGULATIONS CONCERNING**  
**WATERWORKS AND SANITARY SEWER SYSTEM**

To preserve the sanitary condition of all water controlled by the District, to prevent waste or the unauthorized use of water controlled by the District, and to secure and maintain safe, sanitary and adequate plumbing installation, connections and appurtenances, the Board of the District hereby adopts the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections attached hereto as Appendix "A" and incorporated herein for all purposes.

**ARTICLE VIII**  
**DROUGHT CONTINGENCY PLAN**

The Board of the District hereby adopts the Drought Contingency Plan attached hereto as Appendix "B" and incorporated herein for all purposes.

**ARTICLE IX**  
**WASTE ORDINANCE**

The Board of the District hereby adopts the Waste Ordinance attached hereto as Appendix "C" and incorporated herein for all purposes.

**ARTICLE X**  
**ENFORCEMENT/CIVIL PENALTIES**

**Section 10.01. Enforcement.**

**A. Discontinuation of Water Service.**

The District may discontinue any or all facilities or services to prevent an abuse or to enforce payment of any unpaid charge fee, rental due the District (including taxes that have been delinquent for six (6) months) upon observance of the procedure appropriate for the circumstances.

**B. Civil Penalties.**

The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to **\$5,000.00**. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.

**C. Liability for Costs.**

Any person violating any of the provisions of this Order and/or the Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation, and

enforcement thereof shall be in accordance with this Article X of this Order and Article X of the Rules and Regulations.

**Section 10.02. Non-waiver**

The failure on the part of the District to enforce any section, clause, sentence, or provision of this Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Order.

**Section 10.03. Appeal.**

Any determination by the District's Operator or the District's engineer or any authorized agent of the District of any dispute regarding the terms and provisions of this Order may be appealed to the Board of the District, which shall conduct a hearing on the matter. The District's Operator and/or attorney shall provide the Customer with information regarding appeals and hearing procedures upon the Customer's request.

**ARTICLE XI**  
**MISCELLANEOUS**

**Section 11.01. Amendments**

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

**Section 11.02. Severability**

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

**Section 11.03. Headings**

The section and paragraph headings used herein are for reference only and are not to be construed as part of the text of the section or paragraph.

**ARTICLE XII**  
**REPEAL OF PREVIOUS ORDERS**

All previous orders adopted by the Board of Supervisors pertaining to the subject matter hereof are each hereby repealed in their entirety as of the effective date hereof.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]**

The President or Vice President is authorized to execute and the Secretary or any Assistant Secretary is authorized to attest this Order on behalf of the Board and to do all things necessary and proper to carry out the purpose and intent hereof.

**EFFECTIVE DATE: October 24, 2019.**

**PASSED, ADOPTED, ORDERED, APPROVED THIS November 21, 2019.**

/s/ Paul Hamilton  
President, Board of Supervisors

ATTEST:  
/s/ Calvin Casher  
Secretary, Board of Supervisors

## LIST OF APPENDICES AND EXHIBITS

- Exhibit 1 - Temporary Application for Service
- Exhibit 2 - Residential/Irrigation Application for Service
- Exhibit 3 - Commercial, Tax-Exempt, Multi-Family and Non-Profit  
Application for Service
  
- APPENDIX "A" Rules and Regulations Governing Water and Sanitary Sewer  
Facilities, Service Lines, and Connections
  
- Exhibit 1 - Plumber's Certificate
- Exhibit 2 - Service Inspection Certification
- Exhibit 3 - Backflow Prevention Assembly Test and Maintenance Report
- Exhibit 4 - Customer Service Agreement
- Exhibit 5 - Sanitary Sewer Inspection Form
  
- APPENDIX "B" Drought Contingency Plan
  
- APPENDIX "C" Waste Ordinance

**EXHIBIT "1"**  
**TO RATE ORDER**

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**  
**APPLICATION FOR TEMPORARY SERVICE**

(Please print or type)

\_\_\_\_\_  
Name of Business/Applicant ("Applicant")

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Business Phone Cell Phone

Applicant hereby requests temporary water service for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant is requesting temporary water service. Applicant agrees to pay (1) the cost to install the temporary meter, (2) the cost of the metered water as the rates set forth below, (3) the cost of the meter rental, and (4) the security deposit of \$1,500. The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair of any damages caused by the temporary Customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System. Twenty-five dollars (**\$25.00**) of such deposit shall be non-refundable.

**Temporary Water Rates.**

<b><u>Gallons Used</u></b>	<b><u>Rate</u></b>
<b>0 - 3,000 gallons</b>	<b>\$20.00 minimum</b>
<b>3,001 - 5,000 gallons</b>	<b>\$2.50 per 1,000 gallons</b>
<b>5,001 - 7,500 gallons</b>	<b>\$4.00 per 1,000 gallons</b>
<b>7,501 - 10,000 gallons</b>	<b>\$4.25 per 1,000 gallons</b>
<b>10,001 - 15,000 gallons</b>	<b>\$4.50 per 1,000 gallons</b>
<b>15,001 - 20,000 gallons</b>	<b>\$4.75 per 1,000 gallons</b>
<b>20,001 - 25,000 gallons</b>	<b>\$5.00 per 1,000 gallons</b>
<b>25,001 - 35,000 gallons</b>	<b>\$6.00 per 1,000 gallons</b>
<b>35,001 gallons or more</b>	<b>\$7.00 per 1,000 gallons</b>

\_\_\_\_\_  
Agreed to and accepted this \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature \_\_\_\_\_

**EXHIBIT "2"**  
**TO RATE ORDER**

**Fort Bend County Fresh Water Supply District No. 1**  
**APPLICATION FOR RESIDENTIAL SERVICE/ ESPLANADE/ IRRIGATION CONNECTION**  
(Please print or type)

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

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

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

\_\_\_\_\_  
(Street Address) (City) (State) (Zip)

\_\_\_\_\_  
(Home Phone) (Business Phone)

Request for residential connection \_\_\_\_\_

Request for Irrigation Connection: \_\_\_\_\_

If for residential connection do you Own home \_\_\_\_\_ or Lease home \_\_\_\_\_\*

\* If lease home provide evidence of Customership or lease agreement)

Installation to be performed by: \_\_\_\_\_

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

Date:\_\_\_\_\_ Requested by:\_\_\_\_\_

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

\_\_\_\_\_  
Applicant Signature

**For District Use Only**

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

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

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

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

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

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

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

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

Approved on \_\_\_\_\_ by \_\_\_\_\_

District Representative

**EXHIBIT "3"**  
**TO RATE ORDER**

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**  
**APPLICATION FOR SERVICE MULTI-FAMILY CONNECTION, COMMERCIAL CONNECTION,**  
**TAX-EXEMPT CONNECTION, NON-PROFIT CONNECTION, INDUSTRIAL CONNECTION, CAR**  
**WASH CONNECTION AND NON-PROFIT/TAX EXEMPT FIRE CONNECTION**

The attached Application along with a **non-refundable** application fee made payable to Fort Bend County Fresh Water Supply District No. 1 (the "District") in the amount of (1) **\$500** if requesting service to property located within the District and containing 1-acre or less, (2) **\$2,500**, if requesting service to property located within the District and containing in excess of 1-acres and less than 10-acres, (3) **\$5,000**, if requesting service to property located inside the District and consisting of more than 10-acres, or to an Industrial Connection or Car Wash Connection, and (4) **\$7,500** if requesting service to property located outside the District, should be completed and submitted to the District care of Jacobs Engineering Group, Inc., 5995 Rogerdale Road, Houston, Texas 77072, Attn: David Dybala ("Engineer").

Upon receipt of the attached Application and application fee, the Engineer shall present your request to the Board of Supervisors of the District and obtain authorization for the District's consultants to begin evaluating your request. The application fee will be used to cover the expenses incurred by the District for the preliminary evaluation by the consultants as to whether the District's facilities can accommodate your proposed project.

Other pertinent facts and information you should know and be agreeable to are listed hereafter and should be read carefully before submitting your Application.

The Board of Supervisors has adopted the following policy for the purpose of providing water and sewer service for the growth and development within the District in a uniform and nondiscriminatory manner. These policies and procedures shall apply uniformly throughout the District for any new or additional development:

Any party requesting service from the District shall be required to submit an Application to the Board of Supervisors for consideration.

1. Commitments shall not be issued for more than one (1) year from the date of issuance.
2. Commitments are assignable only upon written approval of the Board of Supervisors of the District.
3. **APPLICATIONS SHALL NOT BE CONSIDERED FOR PROPERTY WITH DELINQUENT TAXES.**
4. No construction may begin on any improvements until all fees required by the District have been paid.
5. Applicant must provide the District's Engineer with two copies of the plans and specifications for the water, sewer and drainage for review and approval. Construction of said facilities may not begin until approved by the District's Engineer and all requisite fees paid to the District. Service will not be provided to applicant's property without approval by the District's Engineer.
6. Construction of the water, sewer and drainage facilities must begin prior to the expiration date contained in the commitment and diligently pursued thereafter.
7. Applicant is required to provide the District with periodic written progress reports (at thirty (30) day intervals) advising the Board of Supervisors as to the status of progress to completion of construction.
8. All tracts of land receiving service must be platted through the City of Houston, or such other City whose extraterritorial jurisdiction applies, Fort Bend County and other appropriate agencies prior to utility service being provided by the District. **SERVICE WILL NOT BE PROVIDED UNTIL THE DISTRICT'S ENGINEER HAS BEEN PROVIDED WITH A COPY OF THE RECORDED PLAT OR A LETTER FROM THE CITY OF HOUSTON, INDICATING THAT IT IS NOT NECESSARY TO RECORD A PLAT FOR THE TRACT OF LAND OR SUCH OTHER CITY WHOSE EXTRATERRITORIAL JURISDICTION APPLIES.**
9. Applicant must make arrangements to extend the necessary trunk water, sanitary sewer and drainage facilities to serve its property in areas where such facilities do not exist. All temporary and permanent

arrangements for sewer and water service must be worked out in advance of construction with the District's Engineer or Operator.

10. Applicant, at its sole cost, must convey all necessary easements and rights-of-way to the District with all lien holder subordinations.

11. All utility lines constructed that are not in permanent acceptable easements, or which lie within private developments (apartments, condominiums, etc.) shall remain the permanent property of the land Customer and shall remain such Customer's permanent maintenance responsibility.

12. Applicant shall furnish a statement of the estimated value of the proposed project as a part of the initial application, broken down by land value and improvements.

13. Any change of utilization to the previously approved use of the property covered by this application shall terminate any commitments issued unless otherwise approved by the District in writing.

14. Service shall be extended to a tract in accordance with the then current **Order Setting Water and Sewer Tap Fees and Setting Service Rates and Rules and Regulations Governing Waterworks and Sanitary Sewer System, including the payment of any tap fee.**

15. **ALL COMMERCIAL DEVELOPMENTS WILL BE REQUIRED TO INSTALL GREASE TRAPS, OR INTERCEPTORS AS SET FORTH IN SECTION 2.04 OF THE RATE ORDER UNLESS WAIVED BY THE BOARD OF SUPERVISORS.**

16. Service will not be provided to Applicant's property until (i) the water and sanitary sewer improvements are inspected by the District and it is determined that these facilities are in compliance with the District's rules and regulations; (ii) Applicant has paid all District costs for review of construction drawings and inspections of facilities; (iii) Applicant obtains approval of the development of Applicant's property by all appropriate regulatory authorities and/or agencies; (iv) Applicant receives written approval from the District's Operator; (v) Applicant provides evidence to the District's Engineer that Applicant's property has been platted and filed of record in the Official Records of Real Property of Fort Bend County, Texas or that a plat is not required pursuant to current law; (vi) evidence that all taxes on the Subject Tract due and owing the District have been paid, and (vii) the tap fee described above has been paid and the connection has been inspected by the District's Operator.

In addition to the other referenced prerequisites, the following requirements are applicable to requests for annexation:

- All legal, engineering and other costs associated with the annexation shall be paid by the Applicant.
- All costs of constructing the water, sanitary sewer and drainage facilities to serve the property shall be paid by the Applicant.
- The District's existing sewage treatment plant currently is sufficient to serve only the projected development of the land currently located within the District. Applicant shall be required to finance all costs related to whatever expansion to the District's sewage treatment plant is necessary to serve the annexed property. Such costs shall be secured by an irrevocable letter of credit, in form satisfactory to the District, drawn on a bank located in Fort Bend County, Texas. Such letter of credit shall be deposited with the District at the time Applicant begins construction of any utilities to serve its property.
- The same restrictions and procedures as described in 3 above shall apply to the District's water production facilities, if it is determined that the District does not have sufficient surplus water supply to serve Applicant's proposed development.
- All utility facilities proposed to be owned and operated by the District shall be designed by and construction supervised by the District's Engineer.
- All contracts let for the construction of public utilities shall be let in the name of the District and shall be supervised by the Board of Supervisors. All payments, however, shall be solely the responsibility of the Applicant.
- At the time the Bonds are sold Applicant shall waive any special use valuations including agricultural, open space or business inventory value for the property being served by the facilities being financed by such bond issue.
- The terms and conditions of the annexation agreement shall be recorded at the time of annexation and shall be binding upon any future purchaser and any lender.
- Whether the Applicant has a known use for the annexed tract will impact the Board's decision on whether to annex the tract.
- A feasibility study shall be prepared by the District's Engineer.



- Applicant shall provide to the District a copy of the deed showing current Customership of the property referenced in the Application.
- Applicant shall submit to the District a current title commitment.
- The petition to the City whose extraterritorial jurisdiction is applicable for its consent to the annexation and the annexation petition to the District shall be prepared by the District's Attorney.
- Applicant shall provide to the District a copy of the current survey of the property, including a metes and bounds description.

17. Applicant shall be aware of District's Rate Order covering water and sewer rates and discharges to the sewer. Copies of Rate Order are available from the District.

**APPLICATION FOR SERVICE**

(Please print or type)

Type of Application: \_\_\_\_\_ Commercial \_\_\_\_\_ Multi-Family \_\_\_\_\_ Tax-Exempt \_\_\_\_\_ Non-Profit

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

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

Telephone: \_\_\_\_\_

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

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

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

Type of Service Requested: \_\_\_\_\_ Water \_\_\_\_\_ Wastewater

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

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

Estimated taxable value: Land : \_\_\_\_\_ Improvements: \_\_\_\_\_

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

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

Name and address of title holder to referenced property

\_\_\_\_\_  
\_\_\_\_\_

**UPON EXECUTION OF THIS APPLICATION FOR SERVICE COMMERCIAL CUSTOMER AND TENANT HEREBY CONFIRM THAT (1) TENANT AND COMMERCIAL CUSTOMER HAVE RECEIVED AND READ THE DISTRICT'S RATE ORDER AND UNDERSTAND THE POLICY AND PROCEDURES FOR APPLICATION FOR WATER AND SEWER SERVICE; (2) A SAMPLING PORT WILL BE INSTALLED AT THE POINT OF DISCHARGE INTO COMMERCIAL CUSTOMER'S SANITARY SEWER SYSTEM; (3) A GREASE TRAP MAY BE REQUIRED (4) PRIOR TO THE OCCUPANCY OF LEASED SPACE, TENANT AND COMMERCIAL CUSTOMER MUST RECEIVE WRITTEN APPROVAL FROM THE DISTRICT'S ENGINEER AND OPERATOR OF THE PLANS FOR WATER AND SEWER RELATING TO THE LEASED SPACE, AND (5) APPLICANT SHALL FURNISH TO THE DISTRICT'S ENGINEER WRITTEN CERTIFICATION FROM APPLICANT'S ENGINEER, THAT THE WATER, SANITARY SEWER AND DRAINAGE FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT'S ENGINEER AND OPERATOR.**

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

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

Type Name: \_\_\_\_\_

Signature of Customer: \_\_\_\_\_

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

Type Name: \_\_\_\_\_

Please attach a small map to the application indicating proposed location of project, and boundaries of subject tract. Applicant agrees that it shall notify the District if any of the above information should change during the Application process. This Application along with the requisite deposit must be submitted to Jacobs Engineering Group, Inc., 5995 Rogerdale Road, Houston, Texas 77072, with a copy thereof to the District's Attorney, Sanford Kuhl Hagan Kugle Parker Kahn LLP at 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056.

=====  
**For District Use Only**

Operator's recommendation:

\_\_\_\_\_

Engineer's recommendation:

\_\_\_\_\_

Is Annexation Required? \_\_\_\_\_

Amount of Service recommended: \_\_\_\_\_

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

Additional Considerations: \_\_\_\_\_

\_\_\_\_\_

Approved                       Disapproved

Board of Supervisors Meeting of \_\_\_\_\_

\_\_\_\_\_  
Signature, President, Fort Bend County Fresh Water Supply District No. 1

**APPENDIX “A”**  
**RULES AND REGULATIONS**  
**GOVERNING WATER AND SANITARY SEWER FACILITIES,**  
**SERVICE LINES, AND CONNECTIONS**

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT No. 1 §

**ARTICLE I.**  
**PURPOSE**

The following Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections (the “Rules and Regulations”) shall govern the design, installation and inspection of all connections and taps made to the District’s water distribution system and sanitary sewer collection system, the limitations of the flow of waste into the sanitary sewer system, protection of all facilities which are part of the District’s waterworks and sanitary sewer system, and the enforcement of these Rules and Regulations.

**ARTICLE II.**  
**GENERAL**

**Section 2.01. Definitions.**

1. **Customer** is any person, partnership, corporation, non-profit corporation, trust or other legal entity served by the District with water and/or sewer services.
2. **District** is Fort Bend County Fresh Water Supply District No. 1 of Fort Bend County, Texas, a political subdivision of the State of Texas.
3. **Engineer** is the person, company or corporation which is under contract with the District to design the District’s Water Supply System and Sanitary Sewer Collection System and performs any additional services as set forth in the contract with the District.
4. **High Health Hazard** is a cross-connection, potential cross-connection, or any other situation involving any substance that can cause death, illness, spread of disease, or that has a high possibility of causing such effects if introduced into the District’s Water Supply System.
5. **Operator** is the person, company or corporation which is under contract with the District to operate the District’s Water Supply System and Sanitary Sewer Collection System, collect amounts owed to the District for such services, report monthly to the District on the operations of the District’s Water Supply System and Sanitary Sewer Collection System and perform any additional services as set forth in the contract with the District.
6. **Rate Order** shall mean the District’s Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof which may be amended from time to time.
7. **Sanitary Sewer Collection System** constitutes the underground sanitary sewer lines owned or leased and operated by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, clean-outs, stacks, tees, and wyes located within the publicly dedicated utility easements owned or leased and operated by the District. This system is maintained by the District.
8. **Sanitary Sewer Service Line** is any line which connects with the District’s Sanitary Sewer Collection System. This service line is owned and maintained by the property Customer.

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

10. **Sewer Tap Inspection** is the inspection performed by the District's Operator to assure that the proper materials and connections to the Sanitary Sewer Collection System have been accomplished in accordance with these Rules and Regulations.

11. **State Approved Plumbing Code** is a set of rules governing plumbing practices which are at least as stringent and comprehensive as one of the following nationally recognized codes:

Southern Standard Plumbing Code.  
Uniform Plumbing Code.  
National Standard Plumbing Code.

12. **Tap Fee** is the fee paid to the District to obtain a water meter and sewer inspection for any dwelling. The amount of the Tap Fee shall be established in the District's Rate Order and may be modified or changed at any time.

13. **Utility Easement** is an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

14. **Water Supply System** is composed of all water lines, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, and meter boxes located within public rights-of-way or easements owned or leased and operated by the District. This system is maintained by the District.

15. **Water Meter** is the recording device that registers the amounts of water consumed by each Customer of the District. This meter is owned and maintained by the District.

16. **Water Service Line** is any line which connects to the District's Water Supply System. This service line is owned and maintained by the property Customer.

17. **Water Tap** is the physical connection of any Water Service Line to the District's Water Supply System. Such connection will be made only by the District's Operator.

#### **Section 2.02. Platting Requirement.**

No connection shall be made to the District's Water Supply System or Sanitary Sewer Collection System unless the tract, parcel, or lot of land to be served by such connection:

1. was first connected to the District's Water Supply System or Sanitary Sewer Collection System when such system first came online, or
2. is part of an area covered by a development plat duly approved and recorded pursuant to Sections 212.0115 and 212.012 of the Local Government Code, as amended, or
3. is not required to be platted and written certification to that effect, in accordance with Section 212.0115(e), has been presented to the District's Operator.

#### **Section 2.03. Approval of Plans and Specifications.**

Prior to any connection to the District's Water Supply System or the Sanitary Sewer Collection System, the plans and specifications for the Sanitary Sewer Service Line and the Water Service Line must be submitted the District's Engineer for review and approval. Upon the Engineer's review and approval, the plans and specifications shall then be submitted to the District's Operator for review and approval. The cost of the review and approval of the plans and specification by the District's Engineer and Operator shall be paid by the Customer.

**ARTICLE III.**  
**WATER CONNECTIONS**

**Section 3.01. Water Tap Materials.**

Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps:

- A. Any meter approved by the City of Houston or the City of Pearland, as applicable;
- B. Brass curb stops, corp stops, and related fittings manufactured by Ford, Hays or Muller;
- C. Polyethylene water service pipe, 3/4" to 2,";
- D. Cast iron or vinyl iron (C-900) water service pipe, larger than 2";
- E. Water main pipe of the type originally installed;
- F. Plastic meter box up to 2" meter;
- G. Concrete meter box, where traffic use is specified; and
- H. Concrete meter vault per City of Houston specifications for 3" and larger meter.

**Section 3.02. Plumbing Material Prohibitions.**

**A. Prohibited Materials.**

The use of the following materials are prohibited for the installation and repair of the District's Water Supply System and for the installation and repair of any private plumbing facilities:

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

This prohibition may be waived for lead joints that are necessary for repairs to cast iron pipe.

**B. Certificate of Compliance.**

No new connections to the District's Water Supply System shall be made unless a state licensed plumber first submits in writing to the District a Certificate of Compliance, as set forth in Exhibit "1" attached hereto, specifying that the new connection complies with the plumbing material prohibition contained in Section 3.02(A) hereof. The Certificate of Compliance shall be signed by the licensed plumber and must be submitted to the District's Operator prior to continuous service being supplied. The District shall not accept any Tap Fee that is not accompanied by a Certificate of Compliance.

**Section 3.03. Installation.**

- A. An Application for Service, a copy of which is attached hereto as Exhibit "5," must be filed with the District's Operator. The Customer must pay to the District's Operator all Tap Fees, inspection fees and deposits, as described in the District's Rate Order.
- B. All Water Taps to the District's Water Supply System shall be installed only by the District's Operator.
- C. The District's Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where appropriate.
- D. The District's Operator shall be responsible for all repairs to the Water Taps.

E. After installation of the Water Tap, connection of the Water Service Line shall be made at the expense of the Customer. (Note: This line shall be tested for leaks since all water recorded through the meter will be charged to the Customer).

F. After connection to the District's Water Supply System, the Water Service Line should be thoroughly flushed as to prevent foreign matter from entering the household system.

#### **Section 3.04. Customer Service Inspection Certifications.**

A. A Customer Service Inspection Certification, as described in Exhibit "2" attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction, or addition to private plumbing facilities. Prior to the District initiating continuous service, a Customer shall provide a Customer Service Inspection Certification to the District. The Customer Service Inspection Certification may only be performed by those individuals described in Subsection B of this Section 3.04. For Customer Service Inspection Certifications performed by the District's Operator, the Customer must pay the District the Customer Service Inspection Fee prior to the Operator performing the inspection and certification. Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District's Operator and made available, upon request, for Texas Commission on Environmental Quality ("TCEQ") review. Inspection certifications shall be retained for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 3.04 shall constitute a violation of these Rules and Regulations and such violation shall be subject to the enforcement provisions set forth in Article X hereof.

B. Individuals with the following credentials shall be recognized as capable of conducting a Customer Service Inspection Certification:

1. Plumbing Inspectors and Water Supply Protection Specialists licensed by the Texas State Board of Plumbing Examiners; and
2. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold an endorsement granted by the TCEQ or its designated agent.

C. Private plumbing facilities in violation of Article III hereof shall constitute an unacceptable plumbing practice and violation of these Rules and Regulations. If an unacceptable plumbing practice is discovered, the Customer shall eliminate the unacceptable plumbing practice within thirty (30) days from the date of discovery to prevent possible contamination of the District's Water Supply System. The existence of a serious threat to the integrity of the District's Water Supply System shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken, and a Customer Service Inspection Certification confirming correction of unacceptable plumbing practices has been submitted to the District.

D. The Customer Service Inspection Certification shall certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District's Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing regulations.
2. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.

4. No pipe or pipe fitting which contains more than a weighted average of 0.25 % of lead exists in private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

### **Section 3.05. Prohibited Connections.**

A. No water connection from the District's Water Supply System shall be made to any structure where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.

B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of nonpotable usage over which the District does not have sanitary control, unless the said connection is made in accordance with the requirements of paragraph (A) of this section. Water from such systems cannot be returned to the District's Water Supply System.

C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

### **Section 3.06. Backflow Prevention Assemblies.**

A. Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator reasonably believes poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a back flow prevention assembly in accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided or continued to any new connection in the District which requires a backflow prevention assembly, unless the Customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report") , as described in Exhibit "3" attached hereto. At the request of the customer, the District's Operator may, on behalf of the District, install the backflow prevention assembly and complete the Test Report at the Customer's cost.

B. All backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. The Test Report, as described in Exhibit "3" attached hereto, shall be retained for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against High Health Hazards must also be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Device Tester.

C. Recognized Backflow Prevention Device Testers shall have completed a TCEQ approved course on cross-connection control and backflow prevention and passed an examination administered by the TCEQ or its designated agent. The accredited tester classification shall be broken down into two categories:

1. The "General Tester" is qualified to test and repair backflow prevention assemblies.
2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.



D. Individuals who can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National Exam, prior to the effective date of these regulations, may be recognized as accredited for the term of their current certification (not to exceed three (3) years).

E. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross-Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Device Testers shall have gauges tested for accuracy.

F. A Test Report must be completed by the Recognized Backflow Prevention Assembly Tester for each assembly tested. The signed and dated original must be submitted to the District's Operator for record keeping purposes.

G. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

H. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by a State Approved Plumbing Code.

### **Section 3.07. Customer Service Agreements.**

A. The District is responsible for protecting its Water Supply System from contamination or pollution which can result from unacceptable plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify Customers of the plumbing restrictions which are in place, each Customer shall be required to sign a Customer Service Agreement, as described in Exhibit "4" attached hereto, before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of a Customer Service Agreement.

The District will maintain a copy of the Customer Service Agreement as long as the Customer and/or the premises is connected to the District.

B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any undesirable plumbing practice on his/her premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

F. If a Customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the Customer Service Agreement shall be billed to the Customer.

**ARTICLE IV.**  
**SANITARY SEWER CONNECTIONS**

**Section 4.01. Sanitary Sewer Service Line Installation.**

A. Only one Sanitary Sewer Service Line connection to the District's Sanitary Sewer Collection System is permitted for each residence. The Sanitary Sewer Service Line shall remain fully within the boundaries of the lot until the line reaches a utility easement or street right-of-way.

B. No opening in the District's Sanitary Sewer Collection System will be allowed to remain overnight or during rain.

C. All Sanitary Sewer Service Lines must be constructed to true alignment and grade. Warped and/or sagging lines will not be permitted. Sanitary Sewer Service Lines must have continuous contact with firm trench bottom throughout their entire run. Lines placed in such manner as to increase the likelihood of being displaced during backfill will be rejected.

D. All Sanitary Sewer Service Lines should be run from wyes or stacks directly to the houses without meanders or bends.

**Section 4.02. Sanitary Sewer Service Line Materials.**

Only the following types of pipe and fitting materials are approved for constructing Sanitary Sewer Service Lines. Pipe and fittings in each Sanitary Sewer Service Line must consist of the following material or other material approved by the District's Engineer:

1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.

2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

3. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) and installed according to ASTM D2321.

4. Ductile Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.

5. Acrylonitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

**Section 4.03. Size and Grade of Sanitary Sewer Service Lines.**

A. Minimum Size for Sanitary Sewer Service Lines shall be 4 inches in diameter.

B. The minimum grades for Sanitary Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - 14 inch drop per hundred feet (1.2%);

2. 6 inch pipe - - - 8 inch drop per hundred feet (0.7%); and

3. 8 inch pipe - - - 5 inch drop per hundred feet (0.4%).

C. The maximum grades for Sewer Service Lines shall be as follows:

1. 4 inch pipe - - - two and one-half feet drop per hundred feet (2.5%) ;

2. 6 inch pipe - - - one and one-half feet drop per hundred feet (1.5%) ; and

3. 8 inch pipe - - - one foot drop per hundred feet (1%) .

#### **Section 4.04. Connection of Building Sewer Outlet.**

A. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.

B. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sanitary Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.

C. Unless an exception is permitted by the District's Operator, existing wye and stack connections must be utilized for connection of a Sanitary Sewer Service Line to the District's Sanitary Sewer Collection System.

#### **Section 4.05. Fittings and Cleanouts.**

A. No bends or turns at any point will be greater than forty-five degrees (45°).

B. Each horizontal Sanitary Sewer Service Line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof in the length of such piping.

C. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of wye branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

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

#### **Section 4.06. Installation of Sewer Taps and Issuance of Permits.**

A. Sanitary Sewer Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) any Water Service Line (far side or near side connection). If this is not possible, a cast iron casing over the Water Service Line must be installed by the Customer, which casing will be inspected by the Operator.

B. Excavation for Sewer Taps shall be water tamped in all areas within 5 feet (vertically or horizontally) of any existing sewer lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.

C. An Application for Service (a copy of which is attached as Exhibit "5") must be filed with the District's Operator prior to construction of any Sanitary Sewer Service Line, and the Tap Fee and/or Sewer Tap Inspection fee as established in the District's most current Rate Order should accompany the application. (Application forms are available from the District's Operator.) Construction of any Sanitary Sewer Service Line must not begin until the design of the Sanitary Sewer Service Line is approved by the District's Engineer and construction is authorized by the District's Operator.

D. When the Sanitary Sewer Service Line is complete, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Sanitary Sewer Service Line. Requests for inspections (or reinspections) shall be made to the District's Operator at least twenty-four (24) hours in advance of the inspection.

E. The Sewer Tap shall be made only under the supervision of the District's Operator by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be watertight. No cement grout materials are permitted.

F. Any damage to the District's facility shall be repaired promptly by the Customer under the direction of the District's Operator. Major damage will be repaired by the District's Operator at the Customer's expense.

G. Backfilling of a Sanitary Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. Backfill material shall be sand or loam free of large lumps or clods. No debris will be permitted in the trench or backfill.

H. During inspection of the Sanitary Sewer Service Line, the District's Operator will examine all District facilities, such as manholes, valves, flush valves, and inlets on and adjacent to the lot. The connection permit will not be granted until any damage to these facilities has been repaired.

I. The District's Operator will complete the Inspection Form (a copy of which is attached as Exhibit "6") and file it for record with the Application.

J. A connection permit will be issued after the Sewer Tap Inspection is performed and the District's Operator confirms that all requirements of these Rules and Regulations have been met.

K. Connection permits which are rejected for any deficiency shall be promptly corrected and a reinspection requested. A reinspection fee as set forth in the District's Rate Order shall be paid at the time the reinspection is requested.

#### **ARTICLE V.** **FEES AND CHARGES**

The District's fees and charges shall be as established by its Rate Order.

#### **ARTICLE VI.** **EXCLUDED FLOW AND WASTE**

No waste material which is not biologically degradable will be permitted to discharge into the District's Sanitary Sewer Collection System, including mud and debris accumulated during service line installation. The Customer should refer to the District's Rate Order and Wastewater Control Order for specific information concerning acceptable discharges into the District's Sanitary Sewer Collection System. The Customer is to be fully responsible for cleaning and jetting lines of any dirt or debris permitted to enter during service construction. No surface runoff water will be permitted to be discharged into the District's Sanitary Sewer Collection System, including but not limited to, downspouts and yard or area drains. Swimming pool and/or spa connections will not be made to the District's Sanitary Sewer Collection System unless specifically approved by the District in writing.

#### **ARTICLE VII.** **PRIVATE WELLS/TANKS**

The construction of water wells and/or the installation of septic tanks is prohibited without prior written approval by the Board of Supervisors. Said approval, if granted by the Board of Supervisors, will state the purpose for the construction of a water well and the intended use of the water.

#### **ARTICLE VIII.** **AVAILABILITY OF ACCESS/OBSTRUCTIONS**

By application for connection to the District's Sanitary Sewer Collection System and/or Water Supply System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the interior and exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certifications required by these Rules and Regulations. Taps and connections will not be made when, in the opinion of the District's Engineer or Operator, the work area is obstructed by building materials or other debris or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the connection.

#### **ARTICLE IX.** **PROTECTION OF DISTRICT'S WATER SUPPLY SYSTEM AND** **SANITARY SEWER COLLECTION SYSTEM**

A. Damage to the District's Water Supply System or the Sanitary Sewer Collection System by the District's Customers, including developers and builders' plumbers, will be repaired by the District at the Customer's expense.

B. After a water meter has been set or a fire hydrant installed, the Customer shall at all times keep the area in, around and upon such facilities and District easements and property under Customer's control free from rubbish or obstructions of any kind, including shrubbery. Failure to keep such facilities and District easements and property under Customer's control free from rubbish or obstructions of other kind, including shrubbery, shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's Sanitary Sewer Collection System which could cause obstruction of said system. In the event that an inspection by the District's Engineer or Operator reveals foreseeable damage to the District's Sanitary Sewer Collection System resulting from a Customer's failure to prevent obstructions from entering said system, the District reserves the right to remove the obstruction immediately and without notice. Any costs incurred by the District for removal of an obstruction to the District's system, plus a District administration fee of 20% of said costs, shall be assessed to the Customer.

C. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or as a result of willful action injure, deface, or destroy any facilities that are a part of the District's Water Supply System or Sanitary Sewer Collection System, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the local fire department shall have the right to use such flushing valves for fire protection purposes.

D. It shall be unlawful for any person to connect any building to the District's Water Supply System without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful for any person, other than the District's Operator or Engineer, to draw water from the District's Water Supply System (except for the use of water for firefighting purposes) without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

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

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

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

1. Discontinuance of water service.
2. Disconnection and sealing of sanitary sewer connection.
3. The Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to **\$5,000**. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.
4. A Customer found in violation of these Rules and Regulations shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
5. A Customer found in violation of these Rules and Regulations who causes or contributes to a violation by the District's Sanitary Sewer Collection System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit

filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's Sanitary Sewer Collection System.

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

These Rules and Regulations shall become effective upon the date of adoption of the Rate Order.

**EXHIBIT "1"**  
**TO APPENDIX "A"**

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

I, \_\_\_\_\_, a duly licensed plumber in the State of Texas, hereby certify that the connection at \_\_\_\_\_ (the "Connection") complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Rules and Regulations for \_\_\_\_\_. I further certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement.
3. Exists for annual inspection and testing by a certified backflow prevention device tester.
4. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.
5. No pipe or pipe fitting which contains more than a weighted average of 0.25% of lead exists in private plumbing facilities installed on or after July 1, 1988.
6. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
7. No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

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

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Company Name

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

\_\_\_\_\_

Date

**EXHIBIT "2"**  
**TO APPENDIX "A"**

**Service Inspection Certification**

Name of District: Fort Bend County Fresh Water Supply District No. 1  
 District I.D. #: \_\_\_\_\_  
 Location of Service: \_\_\_\_\_

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

Certificate of  
Compliance  
on  
File  
Compliance      Non-  
                                 Compliance

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

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

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

**Service Lines    Lead     Copper     PVC     Other**

**Solder            Lead     Lead Free     Solvent Weld     Other**

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

**NOTE: THIS SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE PLUMBING PRACTICES IN ACCORDANCE WITH SAID DISTRICT'S RULES AND REGULATIONS GOVERNING WATER AND SANITARY SEWER FACILITIES, SERVICE LINES, AND CONNECTIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE AS TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.**

Signature of Inspector: \_\_\_\_\_ Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_ Type of Registration: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "3"**  
**TO APPENDIX "A"**

**Backflow Prevention Assembly Test and Maintenance Report**

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

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

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

TYPE OF ASSEMBLY

- |   |  |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Pressure Vacuum Breaker   |
| <input type="checkbox"/> Double Check Valve         | <input type="checkbox"/> Atmosphere Vacuum Breaker |
| <input type="checkbox"/> Not Needed at this Address |  |

Manufacturer \_\_\_\_\_ Size \_\_\_\_\_  
 Model Number \_\_\_\_\_ Located at \_\_\_\_\_  
 Serial Number \_\_\_\_\_

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

The above is certified to be true.

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

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

**CUSTOMER SERVICE AGREEMENT**

**Section I. Purpose.** Fort Bend County Fresh Water Supply District No. 1 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Customer Service Agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Customer Service Agreement.

**Section II. Plumbing Restrictions.** The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the District's Water Supply System and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- B. No cross-connection between the District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the District's Water Supply System is permitted.
- D. No pipe or pipe fitting which contains more than a weighted average of 0.25% of lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**Section III. Service Agreement.** The following are the terms of this Customer Service Agreement between the "District and \_\_\_\_\_" (the "Customer");

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

**Section IV. Enforcement.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention

device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

**NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S OPERATOR IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE SOLE PURPOSE OF DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING PRACTICES. THE DISTRICT OR THE DISTRICT'S OPERATOR MAKES NO REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.**

Customer's  
Signature \_\_\_\_\_

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

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

**EXHIBIT "5"**  
**TO APPENDIX "A"**

**INSPECTION FORM - SANITARY SEWER SERVICE**

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_  
Street Address \_\_\_\_\_  
Inspection Requested By: \_\_\_\_\_ Date \_\_\_\_\_  
Date Tap to Be Made \_\_\_\_\_  
Results of Inspection Made on \_\_\_\_\_ at \_\_\_\_\_ AM \_\_\_\_\_ PM  
Pipe Material: Size \_\_\_\_\_ PVC (D3034) \_\_\_\_\_ ABS(D2751) \_\_\_\_\_  
Tap to: Wye \_\_\_\_\_ Stack \_\_\_\_\_  
Cleanout: House \_\_\_\_\_ and \_\_\_\_\_

**INSTALLATION**

	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Directness to Wye	_____	_____
Slope	_____	_____
Full Contact w/bedding	_____	_____
Connection w/Main	_____	_____
Condition of Other District	_____	_____
Facilities on Lot	_____	_____
Connection Permit is approved (not approved).		
Water service to Lot is approved (not approved).		
This service reinspected on _____ . (See Attached new report) .		
Comments: _____		
_____		
_____		

Copy to:

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

**APPENDIX “B”**  
**DROUGHT CONTINGENCY AND**  
**WATER CONSERVATION PLAN**  
**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT #1**

**PART A: WATER CONSERVATION UTILITY PROFILE.**

**Section 1: Introduction.**

The Fort Bend County Fresh Water Supply District #1 (the “District”), as required by the Texas Water Development Board (TWDB) and the North Fort Bend Water Authority (NFBWA), has developed a water conservation plan (the “Plan”). The Plan has been prepared in accordance with the guidelines set forth by the TWDB.

The District was created in accordance with Chapters 49 and 53 of the Texas Water Code and confirmed by the voters of the District on January 18, 1997. The District consists of 4,326 acres and is located along the FM 521 corridor east of Missouri City, south of the City of Houston, north of the City of Arcola, and west of Pearland. The District was created to provide water services within its boundaries. The District voted in January 2000 to provide sanitary sewer services within its boundaries. The District is now authorized to provide water and sanitary sewer services within its boundaries.

**Section 2: Approval of the Plan.**

The Board of the District hereby approves and adopts this Plan as set forth in this Order, and the provisions of such Plan shall be implemented immediately and enforced as a rule of the District.

**Section 3: Utility Profile.**

For the year 2012, the District has an estimated 6,633 residents with 1,843 anticipated connections to both water and sanitary sewer. Currently, the District has 284 equivalent single family connections (“ESFCs”) to the water system, with a daily usage per ESFC ranging from 175 gallons to 250 gallons. The District also has one water plant capable of supplying water to 1,500 ESFCs. Currently, no wastewater collection system exists for the District; therefore, no customer data or wastewater system data exists. The District has a contract with the City of Arcola (the “City”) to provide to the City 500 ESFCs of water supply. Currently, the City is not purchasing any water from the District; therefore, no customer data or water use data exists.

**Section 4: Water Conservation Goals.**

The District’s water plant and distribution system are new facilities, approximately four years old, and are for the most part water tight. The current water customers use very small quantities of water per day, approximately 175 gallons to 250 gallons per connection. Therefore, the goals of the water conservation plan are to maintain this current state of minimal water usage and unaccounted water loss, and, where possible, conserving water further by the following:

- 1) To provide information to the public that encourages non-wasteful water usage;
- 2) To reduce water usage on a per-capita basis;
- 3) To decrease the percentage of water that is unaccounted for;
- 4) To decrease the ratio of peak to average daily water capacity; and
- 5) To ensure that demand does not exceed water distribution capacity.

**PART B: LONG TERM WATER CONSERVATION PLAN.**

**Section 1: Education and Information.**

The District hereby institutes an educational program, to be implemented immediately, to promote the Plan by the general public which shall include any of the following:

- A. Publications of articles in a newspaper or newsletter of general circulation in the District's service area, providing information regarding the Plan; and
- B. Direct distributions to all District residents and other users of water within the District, and all wholesale water customers of the District, if any, ("Users") explaining the Plan; and
- C. Direct distributions to Users of educational and informational material regarding the Plan; and
- D. Additional annual educational water conservation activities consisting of (i) publishing an article or articles in a local newspaper or newsletter of general circulation in the District's service area, providing tips or information on water saving techniques, or (ii) conducting an informational school program in a school attended by students within the District's service area, or (iii) conducting an educational program for Users at a public place within or accessible to residents of the District, or (iv) conducting or engaging in such other informational or educational activity designed to further the Plan as, in the discretion of the Board of Supervisors, may be consistent with the purposes and policies of this Plan, or (v) any combination of the foregoing.

**Section 2: System Maintenance.**

The District hereby institutes a detection and maintenance program, to be implemented immediately, to reduce water loss and to enforce the Plan which may include any of the following:

**A. Meter Replacement and Repair.**

The District shall ensure that all new connections will have new meters. Water will be metered at the source at the water plant. Should an individual meter register an unusual reading for a period of 3 consecutive months, either an increase or decrease from the norm, the meter would be tested and appropriate action taken.

The District shall implement the following test schedule for all meters:

<b>Meter Type</b>	<b>Testing Frequency</b>
Production Meters	Once a year
Meters larger than 1 ½"	Once a year
Meters 1 ½" or smaller	Every 10 years

Meters will be replaced as necessary to maintain a functioning system.

**B. Leak Detection and Repair.**

The District shall utilize a visual inspection and citizen reports to detect and control leaks. The District shall also conduct annual water audits of the system.

In the event that an unauthorized connection to the system is detected, a warning letter will be sent to the User. The User will then have 30 days to correct the situation. After 30 days, if the User has not corrected the situation the District reserves the right to discontinue water service to the unauthorized User. If the User continues to use the water system unauthorized, the District reserves the right to bill the User for the removal of all unauthorized connections.

Unauthorized connections include, but are not limited to, using a fire hydrant without prior written consent from the water provider. All authorized hydrant hookups shall use a water meter and shall have it read by the water provider to ensure that water consumption is accounted for properly.

**C. Water Conserving Landscape.**

The District shall use public education and information programs to introduce suggestions on landscaping and irrigation practices that promote water conservation to the general public. Notices will provide information on conservation ideas that can reduce water consumption and therefore reduce overall water costs.

Commercial businesses that sell outdoor plants and/or irrigation systems, will be encouraged to make products that conserve water readily available to the public.

**D. Water Conserving Plumbing Codes.**

The District hereby adopts an amendment to all applicable plumbing codes that shall require the use of water saving fixtures for all new construction.

The following guidelines are in agreement with the TWDB guidelines:

<b>Fixture</b>	<b>Standard</b>
Lavatory, Sinks, Faucets and Aerators	Maximum 2.2 gallons per minute (gpm) at 60 pounds per square inch (psi)
Shower Heads	Maximum 2.75 gpm at 80 psi
Wall-mounted, Flushometer Toilets	Maximum 2.0 gallons per flush
All other Toilets	Maximum 1.6 gallons per flush
Urinals	Maximum 1.0 gallons per flush
Drinking Water Fountains	Must be self-closing

**E. Water Conservation Retrofit Program.**

The District shall encourage Users to retrofit old fixtures with water conserving plumbing devices. The District shall also inform Users of the advantages of installing water saving devices as well as the availability of these items.

**Section 3: Implementation.**

The plan elements described above shall be adopted by board resolution and shall remain in effect for the period of financial obligation to the TWDB. As the water service provider, the District reserves the right to shut off unauthorized water connections or hookups. The District also reserves the right to level penalties and fines for failure to pay bills.

The District hereby approves and adopts a water rate structure as found in its Rate Order. A copy of the District's Rate Order may be found on the District's website, [www.fortbendwater1.com](http://www.fortbendwater1.com).

**A. Out-of-District Water Rates.**

All requests for water and sewer service from parties located outside the boundaries of the District shall be considered on a case-by-case basis and governed by separate agreement.

**B. No Reduced Rates or Free Service.**

All Customers receiving water service from the District shall be subject to the provisions herein and shall be charged the rates established, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

**C. Regulatory Assessment.**

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

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

**D. Regional Water Authority Regulatory Assessment.**

Pursuant to any assessment imposed by a regional water authority ("RWA"), the District shall pay on each January 31, April 30, July 31, and October 31 the regulatory assessment to the RWA in the amount assessed by the RWA based on the total water pumped in the prior quarter.

At the end of each calendar quarter, the Operator shall prepare a written statement indicating the (i) the total water pumped by the District for calendar quarter; and (ii) the regulatory assessment due and payable to the RWA. The Operator shall deliver the written statement to the District's Bookkeeper for payment by the District.

The Regulatory Assessment shall be added on the Customer's bill as a separate line item. To cover water that is not billed to customers, such as water lost through leaks, construction, flushing and other uses, the District will add six percent (6%) to the Regulatory Assessment charged to Customers. The Operator shall collect the Regulatory Assessment in addition to other charges.

**Section 4: Annual Reporting.**

The District shall submit to the TWDB an annual written report for a minimum required period of three (3) years describing the implementation, status, and effectiveness of the water conservation program. These reports will be submitted within 60 days of the anniversary of the date of the loan closing. The annual report will contain a breakdown of the water usage and cost within the district.

**PART C: DROUGHT CONTINGENCY PLAN.**

**Section 1: Education and Information.**

The District hereby institutes an educational program, to be implemented immediately, to promote the Plan by the general public which may include any of the following:

- A. Publications of articles in a newspaper or newsletter of general circulation in the District's service area, providing information regarding the Plan; and
- B. Direct distributions to all District residents and other users of water within the District, and all wholesale water customers of the District, if any, ("Users") explaining the Plan; and
- C. Direct distributions to Users of educational and informational material regarding the Plan; and
- D. Additional annual educational water conservation activities consisting of (i) publishing an article of articles in a local newspaper or newsletter of general circulation in the District's service area, providing tips or information on water saving techniques, or (ii) conducting an informational school program in a school attended by students within the District's service area, or (iii) conducting an educational program for Users at a public place within or accessible to residents of the District, or (iv) conducting or engaging in such other informational or educational activity designed to further the Plan as, in the discretion of the Board of Supervisors, may be consistent with the purposes and policies of this Plan, or (v) any combination of the foregoing.

**Section 2: Retrofit Educational Program.**

The District shall make information regarding the Plan available to Users to use when purchasing and installing various plumbing fixtures, lawn watering equipment, and other water-using appliances.



### **Section 3: Coordination with Regional Water Planning Groups.**

The water service area of the District is located within the Regional Water Planning Group H and the District will provide a copy of the Plan to the Regional Water Planning Group H.

### **Section 4: The Drought Contingency Plan.**

#### **A. Public Involvement.**

The District shall actively inform the public and wholesale water customers, if any, and affirmatively provide opportunity for input from the public and from wholesale water customers, if any, regarding the Plan. Such provision includes, but is not limited to, notifying the public and wholesale water customers, if any, of the District's public meeting regarding the proposed Plan, notice of which will be given pursuant to the Open Meetings Act.

#### **B. Trigger Conditions.**

For the purpose of this Plan, the District hereby adopts the trigger conditions (the "Conditions" set forth below, which are based on a study and/or statistical analysis of the vulnerability of water sources under drought of record conditions. These Trigger Conditions are for the purpose of responding to, but not limited to, the following situations: (a) reduction in available water supply up to a repeat of the drought of record; (b) water production or distribution system limitations; (c) supply source contamination; or (d) water system outage due to the failure or damage of major water system components (e.g., pumps).

##### **1. Mild Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds eighty percent of the production capacity of such facilities for 3 consecutive days, as determined by the District's operator.

##### **2. Moderate Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds ninety percent of the production capacity of such facilities for 3 consecutive days, as determined by the District's operator.

##### **3. Severe Drought.**

This condition (herein, "Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds one hundred percent of the production capacity of such facilities for 24 hours, as determined by the District's operator.

#### **C. Notice.**

Once one of the above Trigger Conditions has occurred, Users will be notified that such Trigger Condition has occurred and of the Drought Response Measures (as defined below) to be taken. The process for notifying Users may include any of the following:

1. Mailing, at least 48 hours prior to the commencement of the required Drought Response Measures, a written notice to each User;
2. Posting of signs at the entrances to the District;
3. Posting of notices at public places in the District;
4. Dissemination of press releases to the local news media; and

5. For wholesale water customers, if any, the District operator shall contact wholesale water customers by written notice, and/or by other means, prior to commencement of the required Drought Response Measure.

Any notice issued shall contain (i) the date the Drought Response Measures will begin, (ii) the date the Drought Response Measures will terminate, if known, (iii) a list of Drought Response Measures to be implemented, and (iv) an explanation of penalties for violations of such Drought Response Measures.

#### **D. Emergency Management Program.**

The District hereby establishes and adopts the following measures (“Drought Response Measures”) for the respective Trigger Conditions. The Drought Response Measures related to each Trigger Condition shall automatically become effective and shall be implemented by the District when such Trigger Condition occurs.

##### **1. Mild Drought.**

In the event of Mild Drought Conditions, the following Drought Response Measures shall be taken:

- a. Users will be asked to voluntarily reduce water use and will be informed of specific steps that can be taken to reduce water use.
- b. All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows:
  - (1) Only District residents and other users of water within the District with even-numbered addresses may use water outdoors on even-numbered days and only District residents and other users of water within the District with odd-numbered addresses may use water outdoors on odd-numbered days. In the event no street address exists, only District residents and other users of water within the District living on the north and westside of a street may use water outdoors on even-numbered days and only District residents and other users of water within the District on the south and east side of a street may use water outdoors on odd-numbered days.
  - (2) Outdoor water use shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 6:00 p.m. and 12:00 a.m. (midnight).
  - (3) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is prohibited except on designated watering days between the hours specified above. Such washing shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle.
  - (4) Public water uses, not essential to the health or safety of the community, shall be prohibited, such as hydrant flushing, filling pools, and park watering.
  - (5) The District’s Board of Supervisors must grant all authorization for hydrant hookup in writing. The request for the hookup must come in the form of a variance petition.
  - (6) It is asked that ornamental fountains be voluntarily shut off.
  - (7) Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station.

##### **2. Moderate Drought.**

In the event of Moderate Drought Conditions, the following Drought Response Measures shall be taken:

- a. The Drought Response Measures established for Mild Drought Conditions shall continue to be implemented.

- b. All outdoor water use for lawn and garden watering shall be limited to 15 minutes per zone.
- c. The District shall recommend that the following public water uses by any of its Users not essential for public health and safety be curtailed: Street washing; Fire hydrant flushing; and Filling of swimming pools.
- d. The District's operator will initiate weekly contact with wholesale water customers, if any, to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water supplies if Drought conditions worsen.

### **3. Severe Drought.**

In the event of Severe Drought Conditions, the following Drought Response Measures shall be taken:

- a. The Drought Response Measures established for Mild Drought Conditions and Moderate Drought Conditions shall continue to be implemented.
- b. All outdoor use of water, including but not limited to, lawn and garden watering, car washing, and window washing shall be prohibited.
- c. A surcharge equal to 200% of the applicable rate for all water used in excess of 10,000 gallons/month, shall be imposed on all District residents and other users of water within the District, but will not be imposed on wholesale water customers, if any.
- d. The Board of the District may utilize alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director of the Texas Commission on Environmental Quality as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
- e. The District is authorized to ration water to District residents and other users of water within the District on a pro rata basis, and to initiate all allocation of water supplies to its wholesale water customers, if any, on a pro rata basis, in accordance with Texas Water Code, Section 11.039.

### **E. Termination of Trigger Conditions Notification.**

When a Trigger Condition occurs, the District shall enforce the Drought Response Measures applicable to such Trigger Condition for a minimum of five (5) days after the last day the demand on the District's water supply facilities reaches or exceeds the limits of such Trigger Condition. After such five (5) day period, the Drought Response Measures prescribed may, in the discretion of the Board, be continued for an additional five (5) day period. After the expiration of ten (10) days, assuming no other Trigger Conditions have occurred, the Drought Response Measure prescribed shall terminate and the District shall cease implementation and enforcement of such measures. The District will notify Users of the termination of the particular Drought Response Measures and may utilize the same manner of notification used to inform Users of the occurrence of the Trigger Condition and implementation of the Drought Response Measures.

### **Section 5: Emergency Contingency Plan.**

In the event of a fire, flood, hurricane, lightning strike, tornado, windstorm, or any other act of God, riot, or terrorist act or any other act of civil disobedience, or any other similar occurrence which results in the inability of the District to provide potable water to Users (or the likelihood thereof), the Board, in its discretion, may, without prior notice, invoke all or any of the Drought Response Measures set forth in this Plan as "Emergency Response Measures." The Board may establish any of the penalties set forth in Section 7 for violations of the Emergency Response Measures.

### **Section 6: Implementation.**

Without limitation to specific actions stated in this Plan to be taken by the District's operator, the District's operator will administer and enforce this Plan, and will oversee and be responsible for the execution and implementation of all elements of this Plan (or, if the District employs its own peace officers pursuant to Texas Water Code §49.215, such peace officers will be responsible for enforcement of this Plan). The operator shall keep adequate records for plan verification. The District's operator shall report to the Board of the District, at meetings of the Board, regarding actions taken and which need to be taken under this Plan. Without limiting the foregoing, the District's operator shall advise the President of the Board (or if the President is unavailable to receive notification, another member of the Board) as soon as reasonably practicable when a particular Trigger Condition has been reached under this Plan and when a particular drought condition no longer exists.

## **Section 7: Penalties.**

The following penalties shall apply to anyone violating the terms of this Plan or the Drought Response Measures or Emergency Response Measures adopted pursuant hereto:

### **A. First Violation.**

Any person or entity who violates this Plan shall receive written Notification of such violation, which Notice shall set forth (i) the date of the violation, (ii) the nature of the violation, (iii) the Drought Response Measures then in effect, and (iv) the penalties applicable for any further violations of this Plan; provided, however, that if such person or entity has ever previously violated this Plan, the penalties set forth in Section (B) below, may, in the discretion of the Board, be imposed.

### **B. Subsequent Violations.**

#### **1. Disconnection for Noncompliance.**

If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then in addition to any other remedies, penalties, sanctions and enforcement procedures provided for herein, the District shall have the right to terminate water service to such person or entity after notice and any other procedural requirements in the District's Rate Order are satisfied.

#### **2. Monetary Penalties for Noncompliance.**

If any person or entity violates any provision of this Plan more than one time (which violation shall constitute an unauthorized use of District services and/or facilities), then, in addition to disconnection as provided in Subsection (B1) of this Section, the Board of the District, after providing required notice, may impose a penalty of up to \$5,000.00 for each violation of this Plan. Each day that a breach of any provision of this Plan continues shall be considered a separate violation. This penalty shall be in addition to any other legal rights and remedies of the District as may be allowed by law.

## **Section 8: Variances.**

The District may, in writing, grant a temporary variance to rationing or pro rata water allocation policies adopted pursuant to this Plan; or a temporary variance to a provision in the Plan, if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met: (a) compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect and (b) alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the District within 5 days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the District and shall include the following:

- (a) Name and address of the petitioner(s);

- (b) For District residents and other users of water within the District, a detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan or rationing of water adopted by the District pursuant to this Plan;
- (c) For wholesale water customers, if any, a detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan;
- (d) Description of the relief requested;
- (e) Period of time for which the variance is sought;
- (f) Alternative measures the petitioner is taking or proposes to take to meet the intention this Plan and the compliance date; and
- (g) Other pertinent information,

Variances granted by the District shall be subject to the following conditions unless waived or modified by the District or its designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

#### **Section 9: Receiving Water from Wholesale Public Water Supplier.**

In case the District receives water from another water supplier, then the District shall consult with that water supplier in order to respond appropriately to the water supplier's drought contingency plan for reductions in water supply. Also in such case, if the other water supplier implements drought response stages pursuant to its drought contingency plan, the District will evaluate implementing its drought response stages and evaluate the need to discourage excessive use of water in an effort to reduce the use of water.

#### **Section 10: Remedies Cumulative.**

All rights, remedies, sanctions, penalties, and enforcement procedures provided for in this Order are cumulative. In addition, the District shall have and may exercise and enforce any and all rights and remedies provided by law or in equity.

#### **Section 11: Notice to Texas Commission on Environmental Quality.**

The District's operator shall notify the executive director of the Texas Commission on Environmental Quality within five (5) business days of the implementation of any mandatory provisions of this Plan.

#### **Section 12: Wholesale Customer Contracts.**

If the District enters into or renews any wholesale water contracts after adoption of the Plan, said contracts shall include a provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, Section 11.039.

**EXHIBIT "1"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 1)**

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

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage One of the Drought Contingency Plan is now in effect. Stage One includes the following VOLUNTARY water use restrictions:

(a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of residential landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

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

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

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

(i) The following uses of water are defined as non-essential and are prohibited:

(1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(2) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(3) use of water for dust control;

(4) flushing gutters or permitting water to run or accumulate in any gutter or street; and

(5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such

leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "2"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 2)**

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

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 2 of the Drought Contingency Plan is now in effect. Stage 2 includes the MANDATORY water use restrictions set for the below. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

(a) Irrigation of residential landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, residential irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

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

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(g) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

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

(i) The following uses of water are defined as non-essential and are prohibited:

- (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (3) use of water for dust control;
- (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
- (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of

such leak(s).

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "3"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 3)**

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

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing severe water shortage conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 3 of the Drought Contingency Plan is now in effect and the mandatory restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the in discontinuing service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

(a) Irrigation of residential landscaped areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

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

(c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 10:00 a.m. and 2:00 p.m. and between 10:00 p.m. and 6:00 a.m.

(d) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

(e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

(f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.

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

(i) The following uses of water are defined as non-essential and are prohibited:

- (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (3) use of water for dust control;
- (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
- (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of

such leak(s).

Failure to comply with the Water Use Restrictions is deemed a violation of the Drought Contingency Plan and may result in the termination of water and sewer service to your property. Water and sewer service will not be restored until noncompliance is discontinued and a reconnect fee of \$100 is paid.

The Board of Directors appreciates your cooperation and perseverance during this Drought Stage. Once the Drought Stage ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors



**EXHIBIT "4"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 4)**

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

Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing critical water shortages conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect and the mandatory restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing and re-connecting service. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 4 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following mandatory restrictions are now in effect:

- (a) Irrigation of residential areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of residential landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems is prohibited at all times.
- (b) Irrigation of green belts, esplanades and sports field shall be limited to Mondays and Fridays between 8:00 p.m. and 12:00 midnight.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "5"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**  
**(Drought Stage 5)**

\_\_\_\_\_  
(Date)  
Dear Customer:

Fort Bend County Fresh Water Supply District No. 1 is experiencing emergency water conditions and is unable to provide water at the customary levels or pressure.

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect and the **mandatory** restrictions set forth in below are now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. Any person who violates the water use restrictions set forth below is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred fifty dollars (\$250) and not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Operator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as set forth in the District's Rate Order, and any other costs incurred by the District in discontinuing or re-connecting. In addition, suitable assurance must be given to the District that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

**WATER USE RESTRICTIONS**

To ensure that an adequate supply of water is available for drinking and bathing, you are hereby notified that Stage 5 of the Drought Contingency Plan is now in effect. The Board of Directors is aware of the inconvenience of these severe restrictions, but it is imperative that the water supply not only be available for drinking and bathing but also for fire fighters in the event of a house fire. The following mandatory restrictions are now in effect:

- (a) Irrigation of all residential landscaped areas is prohibited.
- (b) irrigation of green belts, esplanades and sports fields is prohibited.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
- (f) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (g) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the District.
- (h) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (i) The following uses of water are defined as non-essential and are prohibited:
  - (1) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) flushing gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (j) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

The Board of Directors appreciates your cooperation and perseverance during this Conservation Condition. Once the Conservation Condition ends, we will notify you and you may then return to normal usage. If conditions should worsen, you will be notified of more stringent restrictions, to ensure the availability of water in your community.

Very truly yours,  
Board of Directors

**EXHIBIT "6"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

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

**CITATION**

Dear Customer:

You are hereby notified that you are violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1.

You have been observed:

Attached is a copy of the letter we sent you regarding Drought Stage \_\_\_\_\_ and the restrictions imposed.

Unless the use of water in a prohibited manner is ceased immediately, water and sewer service to your property will be terminated, and service will be only restored upon payment of a \$\_\_\_\_\_ disconnect/ reconnect fee.

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "7"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

CITATION

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

Dear Customer:

On \_\_\_\_\_, you were notified that you were violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1. This second violation has resulted in the termination of water and sewer service to your property. Service will be restored upon discontinuation of the prohibited use and upon payment of a \$\_\_\_\_\_ disconnect/reconnect fee. In addition, you will have to sign a copy of the water use restrictions now in effect. To have service restored you should contact the operator of Fort Bend County Fresh Water Supply District No. 1 at \_\_\_\_\_.

In addition, if water service is restored and you again fail to comply with the water Use Restrictions, the District will consider filing a complaint in the Justice of the Peace Court where you will be directed to appear and enter a plea of guilty or not guilty for the violation of the Drought Contingency Plan. The Drought Plan provides that persons who violate the Drought Plan are guilty of a misdemeanor and , upon conviction shall be punished by a fine of not less than \$250 and not more than \$500. Each day that one or more provisions of the Drought Plan are violated shall constitute a separate offense.

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "8"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

CITATION

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

Dear Customer:

On \_\_\_\_\_, you were observed violating the Water Use Restrictions of Fort Bend County Fresh Water Supply District No. 1. You are charged with violating the Drought Contingency Plan (the "Drought Plan") for Fort Bend County Fresh Water Supply District No. 1. The Drought Plan provides that persons who violate the Drought Plan are guilty of a misdemeanor and , upon conviction shall be punished by a fine of not less than \$250 and not more than \$500. Each day that one or more provisions of the Drought Plan are violated shall constitute a separate offense.

**YOU ARE DIRECTED TO APPEAR IN THE JUSTICE OF THE PEACE COURT ON \_\_\_\_\_ (WHICH THE DATE SHALL NOT BE LESS THAN 3 DAYS NOR MORE THAN 5 DAYS FROM THE DATE THE CITATION WAS ISSUED), WHERE YOU WILL BE ASKED TO ENTER A PLEA OF GUILTY OR NOT GUILTY FOR THE VIOLATION OF THE DROUGHT PLAN. IF YOU FAIL TO APPEAR IN THE JUSTICE OF THE PEACE COURT, A WARRANT FOR YOUR ARREST MAY BE ISSUED. A SUMMONS TO APPEAR MAY BE ISSUED IN LIEU OF AN ARREST WARRANT.**

Sincerely,

\_\_\_\_\_  
Board of Directors

**EXHIBIT "9"**  
**TO APPENDIX B**

**Fort Bend County Fresh Water Supply District No. 1**  
**of**  
**Fort Bend County, Texas**

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

Dear Customer:

The Drought Condition has ended. You may return to normal water usage. The Board of Directors of Fort Bend County Fresh Water Supply District No. 1 appreciates your cooperation and perseverance during this period and would appreciate your continued attention to water use. Continued water conservation practices will help ensure water availability in the future. Thank you for your efforts.

Very truly yours,

Board of Directors

APPENDIX "C"  
RULES AND REGULATIONS CONCERNING  
WASTES

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1** §

**I.**  
**PURPOSE**

The Rules and Regulations Concerning Commercial and Domestic Wastes set forth below is to govern all connections made to the sanitary sewer collection system within the District.

**II.**  
**DEFINITIONS**

Definitions from the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof are incorporated herein by reference. Unless the context requires otherwise, the terms and phrases used herein shall have meanings as follows:

A. **"Amenable to treatment"** shall mean susceptible to reduction in concentration by Treatment routinely provided in the District's wastewater treatment plant, to a level which is in compliance with federal and state effluent limitations for discharges into the waters of the State of Texas.

B. **"B.O.D."** (Biochemical Oxygen Demand) means the quantity of oxygen by weight expressed in milligrams per liter ("mg/l") utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty (20) degrees centigrade as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the Texas Commission on Environmental Quality (the "TCEQ").

C. **"Control Manhole"** or **"Control Point"** means a manhole, sample well or other facility which provides access to a Customer's Sanitary Sewer Collection System and is located at a point before the Waste discharges in the Waste Disposal System.

D. **"C.O.D."** (Chemical Oxygen Demand) means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time in accordance with the latest rules of the TCEQ.

E. **"Commercial Waste"** means the liquid and water-carried waste resulting from any process of industry, manufacturing, trade, business, or commercial enterprise, or any other process resulting in the discharge of waste other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.

F. **"Commercial Waste Charge"** means the charge made to persons who discharge or are responsible for the discharge of non-residential waste into the Waste Disposal System which discharge is amenable to treatment but which exceeds the concentration levels of normal domestic wastewater.

G. **"Customer"** means any person who is served by the wastewater collection and treatment system of the District (the "Waste Disposal System").

H. **"Customer's Sanitary Sewer Collection System"** means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by Customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, and all other plants, works, and equipment for the collection and transportation of waste to the District's Waste Disposal System.

I. **"Daily composite"** means the composite of all samples of a Customer's wastewater that may be taken in any 24-hour period selected by the District. A daily composite shall be prepared from not less than three (3) grab samples collected no closer together than one (1) hour per sample.

J. **"Discharge"** includes the terms deposit, conduct, drain, emit, throw, run, seep, or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.

K. **"Grab sample"** means an individual sample collected in less than 15 minutes.

L. **"Grease"** means fats, waxes, oils, and other similar volatile material and waste which are extracted by procedures specified in the latest edition of Standard Methods, or such other manuals as the District may adopt from time to time in accordance with the latest rules of the TCEQ.

M. **"Infiltration water"** means water which leaks into the District's Waste Disposal System or its customers' sanitary sewer collection systems.

N. **"Interference"** means the inhibition or disruption of the Waste Disposal System treatment process or operations which causes or contributes to causing a violation of the District's NPDES Permit or its permit issued by the Texas Natural Resource Conservation Commission.

O. **"mg/l"** means milligrams per liter.

P. **"Monthly average"** means, at the option of the District, either (i) the arithmetic average of all grab samples taken during a calendar month or (ii) the arithmetic average of all daily composite samples taken during a calendar month.

Q. **"Normal domestic wastewater"** means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a Customer's sanitary sewer collection system in which the average concentration of total suspended solids is not more than 200 mg/l, B.O.D. is not more than 200 mg/l, and NH<sub>3</sub>-N is not more than 35 mg/l.

R. **"Overload"** means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designated hydraulic capacity, its installed rated capacity, or its organic loading capacity.

S. **"Person"** means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or of the United States of America; any incorporated city, town, or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate, or any other entity whatsoever.



T. **"pH"** means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in molecules per liter of solution.

U. **"Pollutant"** means any dredged spoil, solid waste, incinerator residue, waste, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

V. **"Pretreatment"** means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of the Pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Waste Disposal System.

W. **"Properly shredded garbage"** means solid waste from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.

X. **"Slug"** means any discharge of water which in the concentration of any given constituent or in the quantity of the flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.

Y. **"Standard Methods"** means the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, the America Water Works Association, and the Water Pollution Control Federation.

Z. **"Storm sewer"** means sewers which carry storm and surface waters and drainage and into which waste is not intentionally discharged.

AA. **"Suspended solids"** means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.

BB. **"Trap"** means a device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes, or other substances which may be harmful to either the Waste Disposal System or its treatment processes.

CC. **"Waste"** means normal domestic wastewater and commercial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.

DD. **"Waste Disposal System"** means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating, and disposing of waste collected by the sanitary sewer collection systems of the District's customers, together with such extensions, enlargements, and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

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

### III.

## **PROHIBITED DISCHARGE**

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

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

1. Any inflows or infiltration, including but not limited to, storm water, groundwater, roof runoff, sub-surface drainage, non-contact cooling water, or from sources such as down spouts, yard drains, pool drains, yard fountains or ponds, or lawn sprinklers.
2. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Waste Disposal System or to the operation of the Waste Disposal System. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketone, aldehydes, peroxides, chlorates, per chlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has identified or hereafter identifies as a fire hazard or a hazard to the system.
3. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Waste Disposal System including, but not limited to, garbage (other than properly shredded garbage) containing particles greater than one-half inch ( $\frac{1}{2}$ " ) in any dimension, animal guts or tissues, paunch manure, bones, hair hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, lettuce, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grindings or polishing wastes.
4. Any wastewater having a pH less than 6.0 or higher than 9.0, as determined from the average of at least four (4) grab samples taken at least one hour apart and measured instantaneously, or having a pH lower than 5.0 or higher than 10.0 for any single grab sample, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Waste Disposal System.
5. Any wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, which constitute a hazard to humans or animals, which create a toxic effect in the receiving waters of the wastewater facilities, or which exceed the limitation set forth in a National Categorical Pretreatment Standard.
6. Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant or result in the interference with the operations of such facility, but in no case wastewater with a temperature at the designated control point or sample well

which exceeds 65°C (150°F) or which causes the temperature of waste at the entrance to the wastewater treatment plant to exceed 40°C (104°F). In addition, no wastewater with such a temperature that will cause the temperature of wastewater at the entrance to the wastewater treatment plant to rise more than 10°F per hour.

7. Any Pollutants, including oxygen demanding Pollutants released at a flow rate and/or Pollutant concentration which will cause interference to the Waste Disposal System. No slug discharges are allowed.

8. A volume of flow which will cause the influent flow to the Waste Disposal System to exceed 1.5 times the average dry weather flow rate for a period longer than one hour. The design and installation of surge basins shall be subject to the review and approval of the District and to the requirements of all applicable laws.

9. Waste containing B.O.D. or suspended solids in excess of 200 mg/l, or ammonia in excess of 35 mg/l, based on a grab sample, unless a variance is first obtained from the District. B.O.D. or suspended solids in monthly average concentrations above 200 mg/l, and ammonia in a monthly concentration above 35 mg/l, shall be subject to payment of Commercial Waste Charges pursuant to Section VIII herein.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D., or chlorine demands in excess of the ability of the Waste Disposal System to treat adequately and dispose of such waste in compliance with applicable regulatory requirements.

B. **CHEMICAL DISCHARGES**

The following chemicals shall not be admissible into the Waste Disposal System:

1. Cyanide or cyanogen compounds capable of liberating hydrocyanic gas upon acidification when present in concentrations in excess of 0.5 mg/l by weight as cyanide (CN);
2. Fluorides other than those contained in the local public water supply for the area which is the source of the discharge;
3. Gasoline, cleaning solvents, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases;
4. Substances causing C.O.D. in excess of 500 mg/l for any daily composite sample or 1,000 mg/l for any grab sample;
5. Acids or alkalis having pH values lower than 6.0 or higher than 9.0, iron pickling wastes, or concentrated plating solutions whether neutralized or not;
6. Grease, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (0 degrees and 65 degrees Centigrade) or which exceeds on analysis an average of 100 mg/l of soluble matter;
7. Dissolved sulfides whose concentrations exceed 30 mg/l;

8. Radioactive materials or isotopes of such half-life or concentrations which will permit a transient concentration higher than the maximum allowable as specified by the governing standards of all local, State and federal regulatory authorities;
9. Any other corrosive, explosive, malodorous, or objectionable chemicals in liquid, solid, or gaseous form.

C. **HEAVY METALS AND TOXIC MATERIALS**

The following metals and toxic materials shall not be admissible into the District's Waste Disposal System:

1. Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the wastewater treatment plant exceeds the limits established from time to time by the District for such materials.
2. Obnoxious, toxic, or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of this Part III hereof.
3. Any substance having corrosive properties capable of causing damage or hazard to structures, equipment, or personnel operating the Waste Disposal System.
4. All waste or other substances containing phenols, hydrogen sulfide, or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements.
5. Antimony, beryllium, bismuth, boron, cobalt, molybdenum, tin, uranyl ion, uranium, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited by the District.

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6. The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:

Not to Exceed (mg/l)			
<u>Metal</u>	<u>Monthly Average</u>	<u>Daily Composite</u>	<u>Grab Sample</u>
Arsenic	1.000	1.500	3.000
Barium	5.000	7.500	15.000
Cadmium	0.083	0.125	0.250
Chromium	5.000	7.500	15.000
Copper	0.600	0.900	1.800
Lead	0.400	0.600	1.200
Manganese	2.000	3.000	6.000
Mercury	0.0005	0.0010	0.002
Nickel	5.000	7.500	15.000
Selenium	0.467	0.700	1.400
Silver	0.050	0.050	0.100
Zinc	2.000	3.000	6.000

7. Any other heavy metals or toxic materials except upon the conditions of pretreatment, concentration, volumes, and other applicable standards prescribed by the District or by applicable statutes, laws, rules, or regulations.

**D. SOLID WASTE**

No person may discharge solid waste into the Waste Disposal System unless it is properly shredded garbage. The District may review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower (0.76 H.P. metric) or greater.

**IV. MINIMUM  
PRELIMINARY TREATMENT CRITERIA  
FOR COMMERCIAL WASTE**

It is not the intent of this Wastewater Control Order to cover all the possibilities for types of businesses that could potentially discharge wastes that can be adverse to the Waste Disposal System. However, the common commercial enterprises found in the vicinity of residential neighborhoods have been considered.

**Section 4.01 Grease Traps/Sampling Wells.** All Commercial customers shall install a sampling well in accordance with the District’s Engineer’s specifications. A grease trap with sampling port when required by the District’s Engineer and Operator shall be installed in accordance with the District’s Engineer’s specifications. If a grease trap is required, a minimum size of 500 gallons shall be installed, and the pavement above the grease trap is to be blocked out for 1,500 gallon grease trap in order to allow for expansion, if necessary. All flows, except restroom facilities shall be routed through the grease trap. The grease trap shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks.

Each commercial customer requiring a grease trap shall (1) install such grease trap at the commercial customer’s sole expense; (2) provide the District’s Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be

for regular routine pumping and disposal of the grease trap; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.02 Sand and Oil Interceptor for Gasoline Sales/Car Repair/Motorized Equipment Repair Facilities.** All gasoline sales/car repair/motorized equipment repair facilities shall install a sand and oil interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and oil interceptor. The sand and oil interceptors shall be cleaned at least once a month. Safeguards shall be taken against contamination of groundwater due to leakage from fuel tanks. All piping and tankage for both oil and grease pretreatment facilities and product storage shall be of double wall construction and shall include integral leak detection monitors to preclude contamination of groundwater.

Each Commercial customer requiring a sand and oil interceptor shall (1) install such sand and oil interceptor at the Commercial customer's sole expense; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.03 Sand and Mud Interceptor for Car Wash Facilities.** All car wash facilities shall install a sand and mud interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the sand and mud interceptor All car wash facilities shall recycle the maximum amount of wash water through the best commercially available systems Mud, sludge, and grease removal shall be required at least once a month. If the car wash facility has gasoline pump(s), then the car wash facility must also have floor drains in accordance with Section 2.05(B) of this Rate Order.

Each Commercial customer requiring a sand and mud interceptor shall (1) install such sand and mud interceptor at the sole expense of the commercial customer; (2) provide the District's Operator, prior to receiving service, with a copy of an effective and continuing contract between the customer and a licensed hauler, said contract to be for regular routine pumping and disposal; and (3) provide the District's Operator with a copy of a hauler's manifest to evidence regular pumping and disposal within ten (10) days after receipt by the Commercial customer.

**Section 4.04 Ground Water Monitoring Well Printing and Photo Processing.** Printing and photo-processing facilities shall install a ground water monitoring well and shall discharge only domestic waste from sinks and restrooms. Unless waived in writing by the District, all printing and photo processing chemicals shall be collected in sealed containers and hauled away for reprocessing.

**Section 4.05 Lint Interceptor for Laundry/Dry Cleaning.** Laundry and dry cleaning facilities shall install a ground water monitoring well and shall incorporate a lint interceptor in accordance with the District's Engineer's specifications. A minimum size of 500 gallons shall be installed. All flows, except restroom facilities shall be routed through the lint interceptor. The lint interceptors shall be cleaned at daily.

Each Commercial customer requiring a lint interceptor shall (1) install such lint interceptor at the Commercial customer's sole expense.

**Section 4.06 Landscaping/Nurseries.** Landscaping and nurseries that use herbicides and pesticides shall install a ground water monitoring device and shall only discharge domestic waste from sinks and restrooms.

**Section 4.07 Discharge of Waters or Wastes Containing Toxic or Poisonous Substances; Submission of Written Statement.** Where the operation of a person, firm, or corporation entails the discharge of water

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

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

## **V. TRAPS; INTERCEPTORS**

Grease, oil, and sand interceptors shall be provided for the proper handling of liquid wastes containing grease in amounts that will impair the proper functioning of any sanitary sewer line and for preventing any flammable wastes, sand, and other harmful ingredients from entering into the sanitary sewers. Interceptors shall not be required for premises used exclusively as private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gas-tight and watertight. Where installed, all grease, oil, and sand interceptors shall be maintained by the Customer, at his expense, in continuously efficient operation at all times. Any facility with a mud and grease trap or grease trap or pretreatment system shall be required to remove grease, grit, sludge, or other residue at least once a month and shall maintain records at the site of the date, time, name of hauler, volume removed, destination, waste hauling permit number, and a copy of a hauler's manifest. Records shall be available for inspection by District's representatives during normal working hours. A facility not complying shall be subject to having water service terminated until the facility is brought into compliance.

## **VI. SAMPLING; TESTING; INSPECTION; RIGHT OF ENTRY**

**A. Control Manholes: Installation, Location, and Maintenance.** The Customer of any property served by a sewer carrying Commercial Waste shall install a suitable control manhole in the sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the District Engineer. The manhole shall be installed by the Customer at his expense and shall be maintained by him so as to be safe and accessible at all times.

Customers of property served by a sewer carrying Commercial Waste and required to install a suitable manhole pursuant to this Article VI hereof and receiving water and sanitary sewer service from the District on the initial effective date of this Wastewater Control Order shall have 180 days from the initial effective date to install a suitable control manhole. Failure to install the manhole within 180 days as described herein shall result in the termination of water and sewer service to the property. All new connections served by a sewer carrying Commercial Waste shall have a suitable control manhole installed prior to receiving water and sewer service from the District.

**B. Sampling/Testing.** The District or its duly authorized agent or representative may enter at all reasonable times any lands or premises served or proposed to be served by the Waste Disposal System for the purposes of carrying out and determining compliance with the provisions hereof.

After the effective date hereof and upon completion of the installation of a suitable control manhole pursuant to Section VI(A) hereof, the Operator for the District shall conduct an initial test which shall consist of a minimum of one (1) grab sample and a maximum of three (3) grab samples, as determined by the District's Operator, from the control manhole of all sewers carrying Commercial Waste. If the results of the grab samples indicate that the waste being discharged into the Waste Disposal System is in accordance with this Wastewater Control Order, testing shall then be conducted on a periodic basis.

In the event the grab samples indicate that the waste being discharged into the Waste Disposal System is in violation of this Wastewater Control Order, then the Customer of the property shall be notified and shall be required to submit a plan for the satisfactory correction of the violation in accordance with Subsection C of this Section, unless the violation presents an imminent danger to the health or welfare of the public, then service shall be terminated in accordance with Article IX hereof. The cost for all additional testing conducted as a result of the violation shall be billed to the commercial Customer, and failure to pay such cost will result in the termination of water and sewer service.

Sampling and testing shall be conducted on connections carrying Commercial Waste in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the Waste Disposal System and the existence of hazards to health, life, limb, or property. Examination and analysis of the characteristics of water and waste shall be conducted in accordance with Standard Methods or such other manual of operation as the District may adopt from time to time in accordance with the latest rules of the Texas Natural Resource Conservation Commission and shall be determined from suitable samples taken at control points selected by the District. The cost to take and analyze such samples shall be added to the Customer's water and sewer service bill, and failure to pay for such sample will result in the termination of the Customer's water and sewer service.

**C. Notification of Violation/Submission of Plan.** Whenever the District finds that any Customer has violated or is violating this Wastewater Control Order, except when such violation presents an imminent danger to the health or welfare of persons, as provided in Article IX, the District shall serve upon such person a written notice stating the nature of the violation. Within a period of not more than thirty (30) days from the date of the notice, as specified therein, a plan for satisfactory correction thereof shall be submitted in writing to the District. If such a plan is not timely submitted, or if such violation is not corrected, the District shall proceed with enforcement under Article XII. No prior notice shall be required for the imposition of the fine described in Article XI if such fine is assessed for a violation of this Wastewater Control Order.

## **VII.** **SUPERVISION**

If the District or its designated representative determines that a discharge or a proposed discharge into the Waste Disposal System may deleteriously affect the Waste Disposal System or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require:

- A. Discontinuation of the discharge into the District's sewer system in its entirety.
- B. Pretreatment to an acceptable condition for discharge into the Waste Disposal System.
- C. Control over the quantities and rates of discharge.
- D. Waste surcharge payments sufficient to compensate the District for the cost of handling and treating the waste.



**VIII.**  
**COMMERCIAL WASTE CHARGES**

In addition to the wastewater service charges made by the District, the District may charge customers discharging commercial waste into the Waste Disposal System the Commercial Waste Charges provided for herein where the waste discharge exceeds the parameters of normal domestic wastewater.

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

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

Formula values are:

UC = Commercial Waste Charge (in dollars)

Q = Billable quantity (based on water billed or actual measurement of Wastewater discharged) of wastewater in thousands of gallons.

X = \$0.50

Y = \$0.0018

Z = \$0.0022

n = \$0.0125

BOD = Five-day, twenty (20) degrees Celsius, biochemical oxygen demand content of the waste delivered, in mg/1 based on monthly average concentration.

SS = Suspended solids content of the waste delivered, in mg/1 based on monthly average concentration.

N = Ammonia content of the Waste delivered, in mg/1 based on monthly average concentration.

The District shall review and, if appropriate, adjust the Commercial Waste Charges to reflect changes in the characteristics of the commercial waste of each user based upon the results of sampling and testing. The District also shall review the basis for determining Commercial Waste Charges and shall adjust the unit treatment costs in the above formula to reflect increases or decreases in the wastewater treatment costs based upon the prior experience. Increases in Commercial Waste Charges shall continue for six (6) billing periods unless subsequent tests determine that the charges should be further increased. If another method of billing is determined by the District's Board to be a more effective method of allocating such costs to the Customer, based upon the particular facts of each case, the District may use such method in lieu of the above. The Commercial Waste Charges will be billed as a separate item from wastewater service charges. Failure to pay the Commercial Waste Charge shall result in termination of water and sewer service pursuant to provisions of the District's Order Adopting Consolidated Rate Order and Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; Establishing Certain Other Policies; and Providing Penalties for Violation Thereof.

**IX.**  
**EMERGENCY RELIEF**

The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, in order to stop or prevent an actual or threatened discharge that presents an imminent or substantial endangerment to the health or welfare of persons, to the environment, or to the Waste Disposal System of the District, or which would cause the effluent from the plant to exceed discharge parameters. The District may immediately suspend the wastewater treatment service of a user when such suspension is necessary, in the opinion of the Board of the District, to prevent contamination of sludge from the plant. The District shall reinstate the wastewater service upon proof of the elimination of the non-complying discharge. Such disconnection and re-connection shall be at the expense of the user. The District may permanently disconnect any user showing a history of flagrant or habitual violation of this Wastewater Control Order.

## **X. REVIEW**

Any user objecting to a decision or order of the District under authority of this Wastewater Control Order shall have the right to a hearing before the Board of the District, at which time the contentions of both the District and user shall be reviewed. The Board President, or in his absence the Vice President, shall be the presiding officer and may, at his discretion, request other professional opinions prior to rendering his decision on the matter of review.

## **XI. PENALTY FOR VIOLATION OF ARTICLE**

All violations of this Wastewater Control Order, including any failure to observe any discharge parameter set forth herein or permit issued pursuant to this Wastewater Control Order, shall be punishable with the Civil Penalties set forth in and under the Enforcement Provisions of the District's Rate Order and as set forth in Article XII of this Wastewater Control Order. Each day of a violation of any parameter or requirement constitutes a distinct and separate offense.

## **XII. ENFORCEMENT**

Any or all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of this Wastewater Control Order:

- A. Discontinuance of water service.
- B. Disconnection and sealing of sanitary sewer connection.
- C. The District's attorney may and is hereby authorized to:
  - 1. File suit in a court of competent jurisdiction to secure appropriate judicial relief, including, but not limited to, injunctive relief and the penalty provided in the District's Rate Order for the violation by such user of the provisions of this Wastewater Control Order.
  - 2. Seek a resolution of the Board authorizing the filing of a lawsuit under the provision of Texas Water Code §26.124.
- D. A user found in violation of this Wastewater Control Order shall be liable to the District for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.
- E. A user found in violation of this Wastewater Control Order that causes or contributes to a violation by the District's Waste Disposal System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit

filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's sanitary sewer system.

F. Where a user discharges wastewater to the District's Waste Disposal System in violation of this Wastewater Control Order and such discharge causes or contributes to contamination of sludge from the wastewater treatment plant, the user shall be liable for all costs borne by the District in disposing of the contaminated sludge over and above costs regularly incurred in sludge disposal.

### **XIII.** **SEVERABILITY**

All orders or parts of orders in conflict herewith are hereby repealed to the extent of such conflict. The invalidity of any section, clause, sentence, or provision of this Wastewater Control Order shall not affect the validity of any other part or parts of this Wastewater Control Order, which other part or parts shall be given effect as though such invalid section, clause, sentence, or provision were omitted.

### **XIV.** **SUPERSEDING REGULATION OR STATUTE**

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency having jurisdiction over the subject matter of this Wastewater Control Order is in conflict with this Wastewater Control Order, the stricter requirement shall apply, unless mandated otherwise.

### **XV.** **REIMBURSEMENT TO DISTRICT**

In the event that any person, as defined in Section II herein, discharges industrial wastes as defined in this Wastewater Control Order, either with or without authorization by the District, such person shall be responsible for any extraordinary costs of operation of the wastewater treatment plant that might result from unauthorized wastes or improper handling of authorized wastes and shall also be responsible for any administrative fines, penalties or fees that may be assessed to the District for such discharge. Such charges may include, but not be limited to, the costs of determining the nature of the contaminant into the plant (a Toxicity Identification Evaluation), the costs of locating the source of the contaminant, and the costs of preventing the contaminant from entering the plant or eliminating the contaminant from the treatment units. Failure to pay such costs when billed may subject the entity to disconnection of services as set forth in Section XII above and to any other remedies available to the District.

### **XVI.** **EFFECT OF REGULATION; AMENDMENT**

The provisions hereof are to be deemed and construed as regulatory requirements supplementary and in addition to all laws, rules, regulations, ordinances, or licenses now in effect or hereafter passed, adopted, or promulgated by any regulatory agency, federal, state, or local, having jurisdiction over the District's Waste Disposal System. The provisions hereof are subject to amendment, repeal, or alteration from time to time by the Board of Directors of the District.