

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304

RATE ORDER

Passed: December 18, 2025

To be Effective: January 1, 2026

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AMENDED AND RESTATED RATE ORDER AND REGULATIONS GOVERNING WATER
AND SANITARY SEWER LINES AND CONNECTIONS
("Order")

WHEREAS, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304, OF HARRIS COUNTY, TEXAS (the "District") owns a water, sanitary sewer and storm sewer system designed to serve present and future inhabitants within the District; and

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

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

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304, OF HARRIS COUNTY, TEXAS, THAT THE FOLLOWING ORDER IS HEREBY ADOPTED: Any Order, and amendments thereto, heretofore adopted by the Board establishing rates for water and sewer service and pertaining to related matters shall be revoked on January 1, 2026, the effective date of this Order.

Section 1. Definitions.

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

- a) "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, check or money order submitted directly by Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator.

- i) These Alternative Payment Services may include, but are not limited to: (a) check by phone, (b) on-line and/or phone payment by credit card, (c) on-line and/or phone payment through Customer's bank, and (d) payment by Customers at local retail outlets.
- b) "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, condominiums and multiplexes.
- c) "Commercial" shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence.
- d) "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.
- e) "Customer" shall mean the person, firm, corporation or other entity which receives District services for a Residential, Commercial, Apartment or other structure, whether the owner, renter, builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the District's System as soon as the District's System becomes operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District services for such structure at the time service becomes available to said structure.
- f) "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational or Commercial facility that is physically connected to the District's System,

whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the District's System.

- g) "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".
- h) "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature hereunder imposed by the District, whether hereunder or pursuant to any Drought Contingency Plan or District order regulating waste, for which payment in full (including, without limitation, all charges, penalties and late fees) has not been received before 5:00 p. m. of the twentieth (20th) day after the date of the bill (with respect to a regular monthly bill) or before the date and time set forth in a notice from the District (with respect to delinquent or disconnection notices) at an address specified therein for payment.
- i) "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.
- j) "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the District's System.
- k) "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and

bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

- l) "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.
- m) "Extreme Weather Emergency" shall mean a period of extreme cold or heat or other weather event declared by the Board or applicable state authority that results in significant threats to the public health, safety, or welfare and during which the District implements emergency measures to maintain essential service.
- n) "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.
- o) "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.
- p) "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.
- q) "Nontaxable Entity" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.
- r) "Park and Recreational" shall mean landscaping in esplanades and green spaces within public rights-of-way or easements dedicated to a public body or non-profit homeowners association, landscaping in recreational areas owned and/or operated by a public body or non-profit homeowners association, and recreational facilities owned and/or operated by a public body or non-profit homeowners association existing primarily for the use and enjoyment of property owners within the District.

- s) "Residential" shall mean and include only single family residences (including townhouses and those owned by builders) and shall not include Apartments unless specifically stated herein to the contrary.
- t) "Storm Sewer System" shall mean the municipal separate storm sewer system serving the District and any related detention facility or drainage channel, and all extensions and additions thereto, whether now in place or hereafter constructed.
- u) "System" shall mean the water and/or sanitary sewer and/or storm sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.

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

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

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

both, the water connection must be made at the time water service becomes available and the sanitary sewer connection must be made at the time sanitary sewer service becomes available.

2.02. Septic System and Private Water Supply Systems.

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

2.03. Application for Water and Sanitary Sewer Connections.

Each person desiring initial water and sanitary sewer service connections to the District's System shall notify the District's Operator and shall sign and complete an application for such service and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No physical connection to the District's System shall be made until such application has been completed and such fees have been paid.

2.04. Tap Fees.

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

(a) 3/4" by 5/8" Residential connection	\$1,500
(b) Nonstandard Residential connection (other than 3/4" by 5/8" water tap),	District's cost of installation (including labor and equipment) and materials, plus 200% of such costs.

Commercial and Apartment connections	
(c) Nontaxable Entity connection	District's cost of installation and materials for the meter (s), plus the actual costs to the District for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in the Rate Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (c), less any tap fee previously paid with respect to the initial connection to the District's System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing shall also apply if the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, and the fee in this Subsection (c) shall apply retroactively to the date of the initial application for connection.
(d) Fire Line Connection	District's costs of installation and materials.

(e) Park and Recreational connection	District's cost of installation and materials.
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In addition to the above, the payment of additional fees related to the Storm Sewer System may be required prior to the initial connection to the Water System or Sanitary Sewer System pursuant to Section 5.02(b) hereof.

2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the District's System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable sanitary sewer connection (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 and Section 5 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; (iv) backflow preventers are installed and tested as and if required by this Order; and (v) a properly completed Customer Service Inspection Certification has been provided to the District.

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

be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the District's System.

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

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

(e) Submission of Plans for Commercial and Apartment Customer Connections. In addition to the requirements set forth in Section 5 below, each applicant for a Commercial or Apartment Customer Connection or an applicant with an existing Commercial or Apartment Customer Connection that has proposed changes to and/or construction within its site that would provide for an additional connection or modification of an existing connection to the Water System or Sanitary Sewer System shall, not less than thirty (30) days prior to the requested connection date, or thirty (30) days prior to the

proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

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

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

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

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventers, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the District's System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved drawings shall

constitute a basis for denial of District services. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the District's System. Any unauthorized physical connection to the District's System may be removed without notice at the expense of the person or firm causing such connection to be made.

(f) Builder Damage Deposit. Upon first application for a Customer Connection, the applicant (whether property owner, builder or other) (the "Applicant") shall pay a damage deposit in the amount of \$1,000.00 (which deposit shall apply to all connections of such Applicant, whether one or more) (the "Builder Deposit"). The Builder Deposit is solely to secure the payment of costs to repair any District facilities damaged by the Applicant or other parties during the construction of the house, building or other improvement on the applicable property, including repairs necessary as a result of the failure to maintain proper stormwater control and erosion and pollution prevention measures pursuant to Section 5.05 hereof ("Builder Damages") and is in addition to the security deposit to secure payment of service charges required to be paid by builders for each address pursuant to Section 3.01 of this Order. The Applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

After inspection by the District's Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Applicant's construction activities. If the Builder Deposit is not sufficient to pay for such Builder

Damages, the Applicant shall pay such outstanding balance due. No additional connections to the District's System shall be permitted relative to any Applicant who has outstanding Builder Damages. If Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$1,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$1,000.00 Builder Deposit.

The District shall refund the Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant and final inspection by the District's Operator. No interest will be paid by the District on the Builder Deposit.

(g) Swimming Pool and Hot Tub Connections. Every Customer who constructs or installs a swimming pool or hot tub within the District shall notify the District's Operator prior to connection of same to the District's facilities and shall pay an inspection fee of \$200.00. For purposes of this Order, a swimming pool is defined as a pool having a capacity in excess of 10,000 gallons. After the notification, the Customer constructing or installing said swimming pool or hot tub shall ensure that any and all drains from the swimming pool or hot tub are connected to the Sanitary Sewer System, and it shall be a violation of this Order to drain a swimming pool or hot tub into the Storm Sewer System. After the drains have been installed and prior to backfilling of the area, the applicant shall notify the District's Operator, who shall make an inspection of any and all swimming pool or hot tub drains before water service is authorized for said swimming pool or hot tub.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$100.00 for Residential Customer Connections and \$200.00 for Commercial, Nontaxable Entity and Apartment Customer Connections, payable at the time of application for connection to the District's System, shall be charged by the District for inspection of each sanitary sewer physical connection and service line. A fee of \$60.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to any monthly fee set forth in Section 3.05 hereof. Sanitary sewer connections and service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said rules will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a sanitary sewer connection reinspection shall be made upon payment to the District of a reinspection fee of \$100.00 for Residential Customer Connections and \$200.00 for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent reinspections are required before the sanitary sewer connection and service lines are found in compliance with the District's rules, an additional sanitary sewer reinspection fee of \$100.00 for Residential Customer Connections and \$200.00 for Commercial, Nontaxable Entity and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service to: (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$200.00.

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

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

(c) Inspection of District Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such

improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A fee of \$35.00 per inspection (pre-inspection and final), for a total of \$70.00, shall be charged by the District to cover the costs of such inspections which fee will be due and payable at the time the tap fee is paid.

(d) Water Softener Inspection. A fee of \$75.00 shall be charged by the District for each inspection related to water softeners.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$500.00 which shall secure the payment for water

supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$75.00 for costs of installation, plus two (2) times the rates specified herein for residential water service per 1,000 gallons of water delivered through the meter. Temporary water service may be supplied outside the area of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services.

Each prospective Customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay an application fee.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$30.00 shall be charged for each new Customer application, including for applications to transfer service from a builder to a non-builder Customer. Each Residential Customer shall pay an initial security deposit of \$200.00 and shall pay an additional \$50.00 security deposit following each termination of service for a Delinquent Bill as a condition to the restoration of service to the delinquent account (and in addition to any other applicable fees specified in this Rate Order for the restoration of service), which security deposit is not to exceed \$400.00; each Apartment Customer, for each Apartment served by a separate meter, shall pay a security deposit of \$250.00, and shall pay an additional \$50.00 security deposit following each termination of service for a Delinquent Bill as a condition to the restoration of service to the delinquent account (and in addition to any other applicable fees specified in this Rate Order for the restoration of service), which security deposit is not to exceed \$450.00; and each Commercial Customer and each Apartment Customer for Apartments served by a master meter, shall pay a deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's Engineer utilizing City of

Houston criteria regarding usage, or \$500.00, whichever is greater. Upon final termination of service, such deposit shall be credited against amounts owed to the District, and any balance refunded to the Customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any deficiency in the deposit as a result of application of the deposit to a Delinquent Bill before the Customer's service is restored. No service shall be restored until such fees and deposits have been received by the District in collected funds. Notwithstanding the foregoing, the District shall have the right, but not the obligation, at its sole discretion, to apply all or any portion of such security deposit without notice to the Customer to offset the amount of a Delinquent Bill that remains unpaid for more than thirty (30) days after becoming a Delinquent Bill. If the District applies the security deposit prior to termination of service, Customer shall be required to pay a replacement security deposit in accordance with this Section 3.01. Customer's failure to timely pay a replacement security deposit shall result in Customer's bill becoming a Delinquent Bill. Furthermore, nothing contained herein shall prevent the District from applying a Customer's security deposit on file with the District in accordance with 11 U.S.C. Section 366(c)(4) or any successor provision or any other applicable section of the federal Bankruptcy Code or applicable provision of state law.

Any Residential Customers who are owners shall offer proof of ownership of the property for which District services are requested and shall pay the deposit reflected in subsection (a) above. Otherwise, the Residential Customer is presumed to be a lessee or renter and, prior to the initiation of water and/or sanitary sewer services, shall be required to: (1) pay the deposit as set forth in

subsection (a) above, and (2) submit with the deposit a copy of the applicable lease or rental agreement.

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

Meter Size	Base Monthly Charge (No gallons included)
3/4" x 5/8"	\$43.22
1"	\$108.05
1 1/2"	\$216.11
2"	\$345.77
2 1/2"	\$518.65
3"	\$648.32
4"	\$1,080.53
6"	\$2,161.06
8"	\$3,457.69
10"	\$4,970.43

Number of Gallons Used	Volumetric Rates (per 1,000 gallons)
0 - 4,000 gallons	\$1.00
4,001 - 7,000 gallons	\$1.50
7,001 - 9,000 gallons	\$2.00

9,001 – 12,000 gallons	\$2.50
> 12,000 gallons	\$3.00

For Commercial, Apartments (including master-metered), Parks, and irrigation-only meters: monthly water charges are determined by the applicable meter size base charge plus the volumetric rates above.

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

Base Monthly Flat Rate \$15.24

Number of Gallons Used	Volumetric Rates (per 1,000 gallons)
0 - 4,000 gallons	\$1.00
4,001 – 7,000 gallons	\$1.50
7,001 – 9,000 gallons	\$2.00
9,001 – 12,000 gallons	\$2.50
> 12,000 gallons	\$3.00

Garbage Fee: \$20.00 per month, assessed only to single-family residential Customers receiving District-provided solid waste service. No garbage fee is charged to Commercial or Apartment accounts.

3.04. Monthly Rates for Commercial Water Service. See Section 3.02 for meter-size water rates and volumetric tiers. Commercial accounts are billed per Section 3.02.

3.05. Monthly Rates for Commercial Sanitary Sewer Service. See Section 3.03 for sewer base and volumetric rates. No garbage fee is charged to Commercial accounts. The District's Operator may, at his or her discretion, inspect an existing grease trap less often than monthly and charge the inspection fee set forth above for each inspection (or any unscheduled reinspection).

3.06. Monthly Rates for Water Service to Apartments. See Section 3.02 for meter-size water rates and volumetric tiers. Apartment accounts (including master-metered) are billed per Section 3.02.

3.07. Monthly Rates for Sanitary Sewer Service to Apartments. See Section 3.03 for sewer base and volumetric rates. Apartment accounts (including master-metered) are billed per Section 3.03; no garbage fee is charged to Apartment accounts.

3.08. Monthly Rates for Water Service to Park and Recreational Facilities. See Section 3.02 for meter-size water rates and volumetric tiers. Park and recreational facilities water bills follow Section 3.02, subject to any exemptions stated herein. Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rates.

3.09. Monthly Rates for Sanitary Sewer Services to Park and Recreational Facilities. See Section 3.03 for sewer base and volumetric rates. Park and recreational facilities are billed per Section 3.03; no garbage fee is charged. Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rates. No rate shall apply to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

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

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

(b) Central Harris County Regional Water Authority Well Pumpage, Surface Water and Groundwater Reduction Plan Fees. The District lies within the boundaries of Central Harris County Regional Water Authority ("CHCRWA" or the "Authority"). Each Customer's monthly bill shall include, as a separate line item, the then-current CHCRWA groundwater and surface water fees per 1,000 gallons, as amended from time to time by CHCRWA, plus a fifteen percent (15%) markup to account for system water loss. The District's Operator is authorized to implement any CHCRWA-announced rate change and the fifteen percent (15%) markup on bills for service periods beginning on or after the CHCRWA effective date, without further amendment to this Order. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service in Section 2.07 do not include the fee imposed hereunder.

(c) Fees Associated with Alternative Payment Services. Alternative Payment Services (such as payment by credit card or electronic payment) which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the

District at any time in its sole discretion. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. Such fees are set and charged by the service providers rather than the District. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same, unless otherwise approved by the District. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.11. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

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

3.13. Policies Governing Services.

(a) No Reduced Rates or Free Service; Service Subject to Compliance with Laws and Agreements; Leak Adjustments. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided,

however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Failure to comply with (i) all applicable regulations and laws regarding service, including, without limitation, the requirement that a plat of the property to be served be recorded prior to service, and (ii) any agreement between the District and the Customer, including, without limitation, a utility commitment, shall be considered a violation of this Order and may result in denial or termination of service and/or assessment of penalties in accordance with the terms hereof.

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

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the District's System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the System occasioned as a consequence of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or

pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the System. All Customers of the District's sanitary sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 6 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

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

the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

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

(ii) No cross connection between the District's water System and any private water system shall be permitted, and any potential threat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

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

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

(v) The use of pipes and pipe fittings that contain more than 8.0 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water supply System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the District's water supply System. This

requirement may be waived for lead joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, The District reserves the right to inspect any Customer's property at any time for potential cross-connections or contamination hazards (including, without limitation, irrigation, hot tub/spa, and swimming pool connections). Upon notice, the Customer shall immediately correct any hazard. If a serious threat exists, the District may terminate water service immediately and restore service only after adequate safeguards are in place and a Customer Service Inspection Certification is provided.

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

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion. Without limitation, Customer Connections which include service to an irrigation system, swimming pool and/or hot tub/spa shall require a backflow prevention assembly. The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable

Texas Commission on Environmental Quality regulations and/or local plumbing codes.

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

(iii) The District's Operator shall install and test any backflow prevention assembly required to be installed at any Customer Connection pursuant to this Order, shall complete and retain in the District's files for recordkeeping purposes an original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B". The District shall charge the Customer for the District's cost of the installation of the backflow prevention assembly and the initial test thereof, and \$75.00 for each annual test performed on such assembly. Further, for any inspections performed by the operator under this Section 3.13, Customer shall be charged the District's costs of time and materials.

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

Except as set forth in Section 4.01 below, all payments made under this Order shall be subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment, which may, at the District's Operator's discretion, include one or more of the following: cash, check, money order, or cashier's check, or an Alternative Payment Services.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten percent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$8.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. (No separate charge shall be imposed for the notice left on a Customer's front door.) If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon shall be immediately due and payable. A charge of \$25.00 shall be imposed for each notice forwarded to Customer as a result of a Customer's payment (whether made by check or via one or more Alternative Payment Services) being returned by a bank or other third-party payor for any reason. In addition, should a payment (whether by check or via one or more Alternative Payment Services) have been returned by a bank or other third-party payor, then the returned payment shall be replaced with either money order or cashier's check, or, if accepted by the District's Operator, cash, all subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment presented at the office of the District's Operator. This provision shall apply regardless of whether Customer's bill is a Delinquent Bill at the time the payment is returned.

4.02. Termination of Service. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the District's Systems at any time after its bill becomes a Delinquent Bill or upon violation by the Customer of this Order or of any order regulating waste heretofore or hereafter adopted by the District. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the District, be notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and security deposit due under Section 3.01 hereof, and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days

from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and the method by which it must be paid as set forth in Section 4.01 above, and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Board of Directors of the District. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$60.00 (plus an additional \$75 after-hours or on holidays) shall be imposed for the restoration of service discontinued pursuant to this section. Payment of the unpaid account, including penalty and all other charges then due and owing plus any required deposit, shall be paid in cash, cashier's check or money order prior to restoration of water service where service has been terminated because of the Customer's failure to pay a bill before it became a Delinquent Bill.

4.03. Payment of Bills and Continuation of Service During Extreme Weather Emergency. For purposes of this Section, "Extreme Weather Emergency" shall have the definition provided herein. The District may, as a matter of policy, elect to extend some or all of the protections in this Section to periods of severe heat conditions based on National Weather Service excessive heat warnings or advisories affecting the service area, with the Board or the District's Operator authorized to declare the start and end of such a severe heat emergency.

During an Extreme Weather Emergency, the District will not impose a late fee on, or disconnect retail water or sewer service of, an affected customer for nonpayment of a bill that is due during the emergency, and any disconnection activities for such bills are suspended. An affected customer may request a payment schedule for unpaid bills that are due during an Extreme Weather Emergency, and if the District receives such a request within thirty (30) days after the emergency ends, the District shall offer the requesting customer a payment schedule consistent with the rules of the Texas Public Utility Commission. The District's Operator is authorized to approve, execute, and administer such payment schedules on the District's behalf without further Board action, provided that the schedule is in writing, states all amounts owed, the number and amount of any installments, applicable deadlines, and the dates of the Extreme Weather Emergency, and is delivered to the customer. A finance charge not exceeding ten percent (10%) simple annual interest may be included, if conspicuously stated on the schedule. Payment schedules may be established in person, by telephone, or online, but must be documented in writing and provided to the customer.

If a customer timely requests a payment schedule, the District is prohibited from disconnecting service for nonpayment of bills due during the Extreme Weather Emergency until after the payment schedule has been offered and the customer has either declined to accept it or has violated its terms. Any disconnection notice issued for such bills is suspended upon the timely request for a payment schedule, and may be reinstated if the customer fails to accept the schedule or violates it. The Operator shall maintain records of all Extreme Weather Emergencies, affected-customer requests, payment schedules, and any suspensions or reinstatements of disconnection notices, and shall report such activity to the Board at its next regular meeting. In the event of a conflict between this Section and any other provision of this Rate Order regarding late fees,

penalties, or disconnections, this Section controls with respect to bills that were due during an Extreme Weather Emergency.

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

Whenever a Customer of the District requests that service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired, unless discontinuation is requested sooner to enable emergency plumbing repairs. A charge of \$40.00 (plus an additional \$75 after-hours or on holidays) shall be made for restoring water service when such service is discontinued and restored at the request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request.

Section 5. Storm Sewer System.

The District owns, operates, and maintains all or a portion of the Storm Sewer System in order to furnish stormwater drainage service to the land located within its boundaries. Stormwater drainage may be discharged by Customers and property owners within the District to the Storm Sewer System, subject to the provisions of this Section 5 and the requirements of any federal, state, or local agency with jurisdiction over storm drainage and flood control.

5.01 Connection to Storm Sewer System. Residential Customers may discharge stormwater flows to the curb and gutter system. Otherwise, no physical connection to the Storm Sewer System shall be made by Residential Customers without the prior written consent of the Board of Directors of the District. The Board of Directors may grant, deny or condition such consent in its sole discretion. Physical connection to the Storm Sewer System by a Residential Customer shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given. Physical connection to the Storm Sewer System may be made by non-Residential Customers, subject to compliance with the remaining provisions of this

Section. For purposes of the remainder of this Section 5.01 and Section 5.02 only, the term "physical connection" means and refers to a controlled conveyance of stormwater by pipe, line, drainage ditch or swale or other improvements or facilities, and excludes the uncontrolled sheet flow of stormwater.

An application for a physical connection to the Storm Sewer System by a non-Residential Customer may be made at the same time, or separate from, an application for a physical connection to the Water System or Sanitary Sewer System under Section 2.05 hereof. Each such applicant for a physical connection to the Storm Sewer System or an applicant with an existing physical connection to the Storm Sewer System that has proposed changes to and/or construction within its site that would require an additional connection of its internal storm sewer lines to the Storm Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(a) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building internal storm sewer collection and detention facilities, materials to be used, and the location, size, and number of proposed connections to the District's Storm Sewer System or applicant's existing internal storm sewer system, as applicable;

(b) The legal description of the land to be served by the Storm Sewer System and a copy of the recorded plat of same; and

(c) A general description of the type of proposed improvements to be served by the Storm Sewer System, calculations of square footage of proposed impervious cover, and, if applicable, a description of the special measures taken in order to prevent any discharges to the Storm Sewer System in violation of this Order.

In recognition of the District's obligation to protect and maintain public health and the District's obligation to regulate discharges to the Storm Sewer System under federal, state and local laws and regulations, including, without limitation the National Pollutant Discharge Elimination System adopted under Title 40, Part 22 of the Code of Federal Regulations, as amended, the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, the Texas Pollutant Discharge Elimination System ("TPDES"), and the "Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition," as amended, excluding Chapter 3, Chapter 5, and Appendix D therein, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of physical control measures to prevent unauthorized discharges to the Storm Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of any tap fees under Section 2.04 or Section 5.02(b), as applicable, prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Storm Sewer System or applicant's internal storm sewer system, as applicable. Any unauthorized physical connection to the Storm Sewer System or applicant's existing internal storm sewer system, as applicable, may be removed without notice at the expense of the Customer or person or firm causing such connection to be made.

5.02. Storm Water Detention.

(a) Detention Capacity. The Storm Sewer System furnishes or will be constructed to furnish post-development stormwater detention capacity for all the Customers and owners of property within the boundaries of the District.

(b) Tap Fee for Nontaxable Entity. In addition to any tap fee which may be due for a physical connection to the Water System or Sanitary Sewer System under Section 2.04 hereof, a Nontaxable Entity which requires or will otherwise utilize detention capacity provided by the Storm Sewer System shall pay an additional tap fee equal to the applicant's proportionate share of actual or estimated costs to the District for all facilities that are necessary to provide such detention capacity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Unless otherwise approved by the Board of Directors of the District, such fee shall be paid within thirty (30) days following the date of an invoice from the District therefor. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon become owned and/or occupied by a Nontaxable Entity after physical connection to the Storm Sewer System such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (b) within thirty (30) days following the date of an invoice from the District thereof. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (b) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of detention capacity in the Storm Sewer System, said Nontaxable Entity shall pay the fee specified in this Subsection (b) for such increased use, less any tap fee previously paid with respect to detention capacity in the Storm Sewer System, within thirty (30) days following the date of an invoice from the

District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for a connection to any of the Systems that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (b) shall apply retroactively to the date of the initial application or the date of the changes since the Nontaxable Entity's initial application.

5.03 Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to stormwater discharges and non-stormwater discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources that do not violate Texas Surface Water Quality Standards;
- (4) diverted stream flows;
- (5) rising ground waters and springs;
- (6) uncontaminated groundwater infiltration;
- (7) uncontaminated pumped groundwater;
- (8) foundation and footing drains;
- (9) air conditioning condensation;

- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
- (14) street wash water excluding street sweeper wastewater;
- (15) discharges or flows from emergency firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-stormwater discharges listed in 40 C.F.R. §122.26(d)(2)(iv)(B)(I), as amended;
- (17) non-stormwater discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000);
- (18) discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted; and
- (19) other similar occasional incidental non-stormwater discharges, such as spray park water, unless the Texas Commission on Environmental Quality develops permits or regulations addressing these discharges.

Without limiting the generality of the above, no solids, grass or yard clippings, trash, construction materials, oils or grease, sludge, or tank truck waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access

to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, Illicit Discharges, or other violations of this Order related to the Storm Sewer System. The District will determine through the inspection if the Illicit Discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state, or local stormwater quality laws, regulations, or requirements shall constitute a violation of this Order, without regard to whether any federal, state, or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such noncompliance and notwithstanding any other provision of this Order which may appear to omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition," as amended, excluding Chapter 3, Chapter 5, and Appendix D therein. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger

common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas Commission on Environmental Quality. In addition, capitalized terms used in this Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A stormwater pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections

required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post-construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and nonstructural controls function properly so Illicit Discharges do not enter into the Storm Sewer System. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) Construction Site Inspections. The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.04. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the

District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.04 is a violation of this Order. Noncompliance with TXRI 50000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs to the Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering.

6.01. Damage to and Tampering with Meters and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any of the Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or any other System to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. The District shall assess repair costs to Customer plus a damage fee of \$50.00.

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

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the sanitary sewer System resulting from a Customer's failure to prevent obstructions from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs.

Any person, corporation or other entity who:

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

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

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors. Penalties levied under this Section 6 shall be in addition to such other penalties as are provided in this Order or any order regulating waste heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal; Accuracy of Meters.

Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

If a Customer requests that the meter which serves the Customer be removed for testing to verify the accuracy of same, the following charges shall apply: (1) If the test of the meter reflects that it measures more than 105% of the water actually delivered, the District shall not charge the Customer for testing or replacement of the meter. (2) If the test of the meter reflects that it measures 105% or less of the water actually delivered, the Customer shall be charged \$25.00 for testing plus the District's actual cost to replace the meter. In no event shall an adjustment be made to Customer's bills prior to the request for testing of the meter unless the District, in its sole judgment, can ascertain with reasonable certainty when the inaccuracy began.

Section 9. Amendments.

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

Section 10. Severability.

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

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

Passed and adopted this 18th day of December, 2025, to be effective the 1st day of January, 2026; provided, however, that the penalty and enforcement provisions of this Order that have been revised since the last adopted version of this Order shall become effective on the fifth (5th) day after the date of the second publication of notice in accordance with Texas Water Code §54.207, and shall not be enforceable until that date.


President

ATTEST:

Secretary

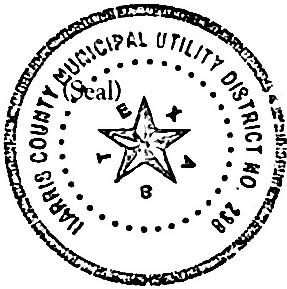


EXHIBIT "A"

Customer Service Inspection Certification

Name of Utility District: Harris County Municipal Utility District No. 304

I.D. #: 76-0158893

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:

Compliance Non-Compliance Certificate of Compliance on File

FOR DISTRICT USE ONLY

(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 codes.	☐	☐	☐
(2)	No cross-connection between the District's water supply system and private water system 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 certified backflow prevention device 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 8.0% 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, 1988.	☐	☐	☐
(6)	No plumbing fixture is installed which is not in compliance with a State approved plumbing code.	☐	☐	☐

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 Harris County Municipal Utility District No. 304 and that I am legally responsible for the validity of the information I have provided.

NOTE: THIS CUSTOMER 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 SERVICE RULES AND REGULATIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: _____

Registration Number: _____

Title: _____

Type of Registration: _____

Date: _____

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of Utility District: Harris County Municipal Utility District No. 304

I.D. #: 76-0158893

Location of Service:

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

TYPE OF ASSEMBLY

- | | |
|---|---|
| ☐ Reduced Pressure Principle | ☐ Pressure Vacuum Breaker |
| ☐ Double Check Valve | ☐ Atmosphere Vacuum Breaker |
| ☐ Dual Check Valve | ☐ Not Needed at this Address |

Manufacturer _____

Size _____

Model Number _____

Located at _____

Serial Number _____

-	Reduced Pressure Principle Assembly	Pressure Vacuum Breaker			
-	Double Check Valve Assembly ☐ Dual Check Valve Assembly ☐	Relief Valve	Air Inlet	Check Valve	
-	1st Check	2nd Check	-	Opened at _____ psid	_____ psid
Initial Test	DC-Closed Tight _____ psid Leaked ☐	Closed Tight ☐ Leaked ☐	Opened at _____ psid	Did not Open ☐	Leaked ☐
Repairs and Materials Used					
Test After Repair	DC-Closed Tight ☐ RP- _____ psid	Closed Tight ☐	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name: _____

Certified Tester: _____

Firm Address: _____

Cert. Tester No.: _____

Date: _____