NORTHWEST PARK MUNICIPAL UTILITY DISTRICT

Resolution for Adoption of Rate Order

The board of directors of Northwest Park Municipal Utility District met at the board's regular meeting place on May 18, 2011, with a quorum of directors present as follows:

Dennis Duckett, president
Dois Sutton, vice president
Robert D. McCharen, secretary
Michael Broussard, assistant secretary
Sherri Whitlow-Lee

and being absent:

None

when the following business was transacted:

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

Ayes: All directors shown present

Noes: None

The order thus adopted is as follows:

Any order, and amendments thereto, heretofore adopted by the board, providing rates for water and sewer service for customers within the district, is hereby revoked upon the effective date of this order, excepting Section 23 of that certain Resolution for Adoption of Rate Order adopted by the District on September 15, 2004, which Section 23 provides for penalties, is restated in this Order, and shall remain in full force and effect.

The order hereinafter set out shall be effective from and after the first day of service during the first full billing period which follows April 1, 2011.

ORDER SETTING WATER AND SEWER SERVICE RATES

Sec. 1. **Definitions.**

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

(1) "Apartment connections" shall mean all multiplex residential connections which are served by a master meter.

(2) "Commercial connection" shall mean and include any office building, hotel, motel, retail store, or other establishment rendering a service or offering a product for profit to the public, and all other establishments which are not residential, apartment or non-profit connections as defined herein.

(3) "Consumer" shall mean the occupant of a residential, commercial or industrial structure within the area of the district, whether the owner, renter or lessee thereof.

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

(5) "Equivalent single family connection" or "ESFC" means the amount of water and sewer usage attributable to any building or structure expressed in equivalent units of water and sewer usage attributable to a single family residential connection, as such equivalent usage may be determined from time to time by the district's operator.

(6) "Non-profit connections" shall mean all schools, churches or other establishments rendering a service or offering a product without the intent of making a personal profit.

(7) "Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the district has contracted for operation and maintenance of the plants and lines of the district's system.

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

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

Sec. 2. **<u>Monthly rates for water service.</u>**

A. Residential and Non-profit:

0 - 3,000 gallons	$6.50
3,001 - 10,000 gallons	$1.00 per 1,000 gallons
All in excess of 10,000 gallons	$1.25 per 1,000 gallons

B. Commercial (per ESFC):

0 - 3,000 gallons	$6.50
3,001 - 10,000 gallons	$1.00 per 1,000 gallons
All in excess of 10,000 gallons	$1.25 per 1,000 gallons

C. Apartment and Condominiums:

The rates provided in subsection A. above for water service shall be applicable to each occupied and unoccupied apartment within an apartment or condominium project; provided, however, that water to an apartment project may be furnished through a master meter and the foregoing quantities and corresponding rates shall be multiplied by the number of units therein. For example, the rates for water service to a 100-unit apartment project are as follows:

0 - 300,000 gallons	$650.00
300,001 - 1,000,000 gallons	$1.00 per 1,000 gallons
All in excess of 1,000,000 gallons	$1.25 per 1,000 gallons

D. COH Groundwater Reduction Plan (GRP) Fee:

In addition to the foregoing rates, the consumer shall pay a COH Groundwater Reduction Plan (GRP) Fee per thousand gallons, equal to the pumpage fees per thousand gallons of water that the District is required to pay, if any, to the City of Houston with respect to water that is delivered to the consumer, plus 10% to cover associated administrative costs.

E. Meadows/Northwest Park Place Surcharge:

A surcharge of $5.00 per month shall be added to the bill for each consumer in the Meadows of Northwest Park and Northwest Park Place Subdivisions to defray additional costs of service to those subdivisions.

In addition to the foregoing rates, the consumer shall pay any taxes or assessments imposed thereon by law. The District may, in its discretion, bill for water service every other month.

Sec. 3. **Monthly rates for sewer service.**

A. Residential and Non-Profit:

0 - 5,000 gallons	$10.00
All in excess of 5,000 gallons	$0.25 per 1,000 gallons

B. Commercial (per ESFC):
For each equivalent single family connection:

0 - 5,000 gallons	$10.00
All in excess of 5,000 gallons	$0.50 per 1,000 gallons

C. Apartment and Condominiums:

The rates provided in subsection A. above for sewer service shall be applicable to each occupied and unoccupied apartment within an apartment or condominium project; provided, however, that water to an apartment project may be furnished through a master meter and the foregoing quantities and corresponding rates shall be multiplied by the number of units therein. For example, the rates for sewer service to a 100-unit apartment project are as follows:

0 - 500,000 gallons	$1,000.00
All in excess of 500,000 gallons	$0.25 per 1,000 gallons

In addition to the foregoing rates, the consumer shall pay any taxes or assessments imposed thereon by law. The District may, in its discretion, bill for sewer service every other month.

Sec. 4. **Commercial Wastes.**

A. Supervision.

If the district or its designated representative determines that a violation of the rate order or any other duly promulgated rules or regulations of the district exists, or that a discharge or a proposed discharge into the district's sewer system may adversely affect the district's sewer system or receiving waters, or the ability of the system to comply with applicable permits or other regulatory requirements, or create a hazard to life or health, or create a public nuisance, it may require:

1. Discontinuation of the discharge into the district's sewer system in its entirety by action of the discharger or termination of service by the district;

2. Pretreatment to the acceptable condition for discharge into the district's sewer system;

3. Control over the quantities and rates of discharge; and

4. Waste surcharge payments in addition to the basic rate and sufficient to compensate the district for the cost of handling and treating the waste.

If pretreatment or control is required by the district, it shall review and approve the design and installation of the equipment and processed in conformity with all applicable laws and regulatory requirements. Any consumer responsible for discharges requiring such pretreatment or control facilities, and the owner of the premises if other than the consumer, shall provide and maintain such facilities in effective operating condition.

B. Traps.

Discharge requiring a trap include, but are not limited to, grease, oil, and sand, flammable waste, and any other wastes containing ingredients determined by the district to be harmful to the public sanitary sewer or wastewater treatment process. Any consumer of the premises if other than the consumer, shall, as required by the district, provide equipment and facilities of a type and capacity approved by the district, locate the trap in a manner that provides ready and easy access for cleaning and inspection, maintain the trap in effective operating condition, and provide evidence of such maintenance, including copies of receipts for pumping the trap out, when requested. Human waste shall not be allowed to pass through the trap. Should the use of the premises change, it shall be the responsibility of the consumer, and of the owner of the premises if other than the consumer, to modify the plumbing so as to properly separate wastes requiring a trap from other waste.

C. Sampling, testing, inspection, application.

The district or its duly authorized agent or representative may enter at reasonable times any lands or premises served or proposed to be served by the district's sewer system for the purposes of carrying out and determining compliance with the provisions hereof. Sampling and testing shall be conducted in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the district's sewer system and the existence of hazards to health, life, limb, or property.

Any consumer proposing to discharge any waste other than domestic waste from residential property shall make application to the district for a determination by the district's engineer as to whether pretreatment will be required. The consumer will be advised as to the quantity and quality of discharge that will be permitted. If the nature of the discharge changes following approval, re-application is required.

D. Maintenance and inspection of grease traps.

In order to protect the district's ability to properly treat the waste produced in the district, the district shall have the right to inspect all grease traps operated within the district or pursuant to the contract with the district, at the consumer's expense. Inspection shall be performed by the operator at regular intervals. If the operator finds a grease trap that is not being property cleaned and

monitored, the operator shall give written notice to the consumer or responsible party of failure to maintain the grease trap. If the consumer or responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the operator, the operator shall take the necessary action to clean the grease trap and shall bill the consumer or responsible party for the cost of such service.

Sec. 5. Connection to district's system.

Each structure within the district may be connected to the system of the district as soon as the district has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the consumer may connect to the water system at the time water service becomes available and shall connect to the sewer system at the time sewer service becomes available. After connection is made, the consumer shall be responsible for maintenance of the water service line from the meter, and for the maintenance of the sanitary sewer service line from the tap.

Sec. 6. No reduced rates or free service.

All consumers receiving either water and sewer service, or both, from the district shall be subject to the provisions of this order and shall be charged the rates established in this order; and no reduced rate or free service shall be furnished to any such consumer.

Sec. 7. Discontinuing service for failure to pay bills when due or because of unauthorized water usage.

The district shall have the right to discontinue service and cut off the supply of water to a consumer at any time after his bill becomes delinquent or after unauthorized water usage. A charge of $45.00 shall be made for restoring water service where such service has been discontinued because of the consumer's failure to pay a bill before delinquent or because of unauthorized water usage. If there is unauthorized use after service is discontinued for any reason, the water meter shall be removed. In addition to any other fees or charges due, a reset fee of $50.00 shall be paid to reinstall the meter before service is restored.

Sec. 8. Discontinuing or transferring service upon request of consumer.

Whenever a consumer desires to transfer service into a new consumer's name, a transfer fee of $5.00 shall be charged to the account. The new consumer shall be required to comply with the provisions of Section 16 below. Whenever a consumer temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, he shall notify the district's operator at least two days prior to the time he desires such service discontinued. A charge of $10.00 shall be made for discontinuing water service where such service is discontinued at the request of the consumer, and he is not delinquent in the payment of any bill at the time of the consumer's request.

Sec. 9. **Penalty for failure to pay bill before delinquent.**

A one-time charge of 10% of the amount of the consumer's bill shall be added thereto when such bill has become delinquent.

Sec. 10. **Consumers not entitled to specific quantity or pressure of water.**

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

Sec. 11. **Water Connections generally.**

No person, other than the properly authorized agents of the district, shall be permitted to tap or make any connection with the mains or distributing pipes of the district's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the service-water pipe. Should the establishments within a commercial facility be separately metered, it shall be the responsibility of the consumer, and of the owner if other than the consumer, to maintain the plumbing and make any future modifications to the plumbing that are required so as to continue to allow and provide a separate meter for each consumer within the premises.

Sec. 12. **Contract for Utility Service.**

Every person desiring water and sewer service from the District shall be required to sign and execute a Contract for Utility Service before service to the applicant is authorized.

Sec. 13. **Builder Inspections.**

A. Pre-Construction. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, for an inspection to verify District facilities, and shall pay a $25.00 fee for such inspection. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make such facilities visible at the expense of the District. A copy of the inspection will be given to the representative of the builder or contractor. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final inspection.

B. Post-Construction. Immediately upon completion of the District's operator's installation of the initial water tap and meter, and the sewer connection and inspection, the operator will conduct a post-construction facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property, but before service is transferred

to a new owner, the District's operator will reinspect the water tap, meter and all other District facilities on the property for a fee of $25.00. (The $25.00 fee shall be collected at the time the tap fee is paid.) The property owner or builder will be held responsible for any damages to District facilities and for repairing the damages to the satisfaction of the District's operator before service shall be initiated to a User. Any consumer may request the District's operator to reinspect the facilities for a fee of $25.00 when service is transferred to a subsequent consumer.

Sec. 14. <u>Connection charges (tapping fees) for water and/or sewer service.</u>

A. Residential connection charges in the amount of $525.00 shall be made for every residential connection up to and including 3/4 inch connection, to the District's water distribution system, which charges shall include the meter and meter box and installation thereof. For connections of over 3/4 inch, the District will establish tapping charges by separate order or agreement.

B. Connection charges to a non-taxable entity shall be established by the District on a case by case basis, but shall not exceed the greater of (i) actual costs to the District for construction, installation, and inspection of the tap or connection and for all facilities that are necessary to provide District services to such entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District, or (ii) three times (3x) the actual and reasonable costs to the District for construction, installation, and inspection of the tap or connection, including all necessary service lines and meters.

C. All connection charges other than residential connection charges and connection charges to a non-taxable entity, shall be three times (3x) the actual and reasonable costs to the District for construction, installation, and inspection of the tap or connection, including all necessary service lines and meters.

All tapping charges shown above are for both water and sewer service and are not to be reduced even if only one service is requested. Such charges must be paid before service will be rendered.

For a sewer connection, the District's operator must be notified prior to the connection being made. After the connection, the District's operator shall again be notified and shall inspect the work prior to commencement of sewer service.

D. Each builder within the district shall be totally responsible for any damages caused to the district's system located on any site on which the builder has commenced construction of a home. In order to secure the repayment to the district for the repair of such damaged system, each separate builder shall be required to place with the district's operator a deposit of $1,500. Should the district be required to draw against this deposit to reimburse itself for damages to the system as aforesaid, then the builder will be responsible for placing an additional sum with the district's

operator which will bring the deposit back up to the initial $1,500. Failure of a builder to comply with this deposit requirement will result in the district's refusal to make any additional taps for a builder. In addition, each builder will be required to pay a $25.00 site inspection fee for a final inspection by the district's operator when construction on each site has been completed.

Sec. 15. Meters: Title, tampering, maintenance, setting.

Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the district and shall be set by employees or agents of the district. After a meter has been set, the consumer shall, at all times, keep the space occupied by the meter and the box free from rubbish or obstructions of any kind. No person other than a duly authorized agent of the district shall open the meter box or tamper or in any way interfere with the meter or box.

Sec. 16. Deposit to secure payment.

The district's operator is hereby given authority to require persons requesting water and/or sewer service from the district for residential purposes to post a deposit with the operator of $50.00 for each connection to the district's system. In the case of residential property which is not occupied by the owner, a deposit of $100.00 shall be required for each residential connection, which may be posted $50.00 by the owner and $50.00 by the tenant. For persons requesting water and/or sewer service for commercial or apartment purposes, the operator shall require a deposit equal to the greater of $250.00 or 2.5 times the estimated bi-monthly bill. Each time that service to a consumer is disconnected for failure to pay bills when due, in addition to payment of all sums due in order to reinstate service, the consumer shall be required to increase the deposit with the district by $25.00 until and unless the consumer's total deposit with the district is equal to 2.5 times the consumer's average bill as determined by the operator. Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the district shall apply the deposit on hand to the unpaid service charges of the consumer and the excess, if any, will be paid to the consumer. No interest will be paid by the district on such deposit.

Sec. 17. Returned Checks.

For all checks returned to the district for insufficient funds, a $20.00 charge will be added to the bill of the person giving the check.

Sec. 18. Plumbing Restrictions; Service Inspection Certification; Service Agreement; Backflow Prevention.

A. Plumbing Restrictions.

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated

from the public water system by an air-gap or an appropriate backflow prevention device.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure zone backflow prevention device.

3. No connection which allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting which contains more that 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. 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.

6. No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.

7. As unacceptable plumbing practices are discovered, they shall be promptly eliminated by the Consumer to prevent possible contamination of the water supplied by the District. Unacceptable plumbing practices are those practices which are not in compliance with a State approved plumbing code.

B. Service Inspection Certification. No new connections to the District's water system shall be made unless (i) a service inspection has been made by a qualified inspector, and (ii) a Service Inspection Certification containing at a minimum the information contained in Exhibit "A" attached hereto has been received by the District. Such an inspection and certification shall also be required at any existing service location when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District shall recognize only the individuals specified in rules of the Texas Commission on Environmental Quality (the "TCEQ") as capable of conducting customer service inspection certifications, and shall retain copies of properly completed certifications on file for a minimum of ten (10) years. If the Consumer requests the District's Operator to conduct the service inspection, the Consumer shall be charged a fee of $50.00 per single family residential inspection. For inspections other than single family residential inspections, the Consumer shall be charged a fee equal to the costs incurred by the District for the inspection plus 10%. If a service inspection is made at the District's request because the District has reason to believe that unacceptable plumbing practices exists, the Consumer shall not be charged for the inspection unless unacceptable plumbing practices are found. Service inspection certifications

for new construction shall be submitted to the District before service is transferred from the builder to a homeowner. Certifications for inspections made after the District has begun providing water service to a Consumer shall be submitted to the District no later than ten (10) days after the inspection has been completed.

C. Service Agreement. To insure that neither cross-connections nor other unacceptable plumbing practices are permitted, each new Consumer and each Consumer whose service has been suspended or terminated and is proposed for re-connection must sign a copy of the Service Agreement attached hereto as Exhibit "B" prior to commencement of service by the District.

D. Backflow Prevention Requirement. The Consumer shall at its own expense properly install, test and maintain a backflow prevention device, and shall provide the District with backflow prevention device testing and maintenance records, all in accordance with TCEQ rules, in those applications for which the plumbing code of the City of Houston requires installation of a backflow prevention device, and for establishments handling substances which the District determines in its sole discretion to be deleterious or hazardous to the public health.

E. Testing of Backflow Prevention Assemblies. All backflow prevention assemblies must be tested upon installation by a recognized backflow prevention assembly tester as defined in TCEQ rules and certified to be operating within specifications. Further, backflow prevention assemblies installed to provide protection against a high health hazard (as defined in TCEQ rules) must be tested and certified annually. If the Consumer requests the District's Operator to perform the required testing, the Consumer shall be charged a fee equal to the costs incurred by the District for the testing plus 10%. For each assembly tested, a signed and dated original Backflow Prevention Assembly Test and Maintenance Report using the format and containing at a minimum the information found in the form provided by TCEQ rules must be completed by the recognized backflow prevention assembly tester and submitted to the District. The District must retain such Test Reports for a minimum of three (3) years. Failure to submit a properly completed Test Report to the District as required hereunder may result in termination of service to a Consumer as provided in subsection F below.

F. Enforcement. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service to the Consumer until such requirement has been satisfied, or the District may properly install, test, and maintain a backflow prevention device and bill the Consumer all expenses relating thereto. The District shall consider the existence of a serious threat to the integrity of the District's water system to be sufficient grounds for immediate termination of water service to any Consumer who may cause possible contamination of the District's water supply. In the event water service to a Consumer is terminated pursuant to this Section, water service shall be restored by the District only after it determines that the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken.

Sec. 19. **Drains.**

No down spouts, yard or street drains, or gutters may be connected to the District's sanitary sewer facilities. The consumer shall maintain his service line clean-out so as to preclude any storm water or other drainage from entering the District's sanitary sewer system. In the event that the District discovers such improper connections or improperly maintained service line clean-out, the consumer shall promptly remedy the violation and shall pay a monthly surcharge of $50.00 until such violations are remedied in addition to all other penalties that the District may assess. The consumer shall also reimburse the District for all expenses of enforcement including without limitation inspection fees and all other associated costs.

Sec. 20. **Damages to District facilities.**

The consumer shall, upon being billed therefor, reimburse the District for any and all expense incurred by the District in making repairs to District facilities necessitated by acts or omissions on the part of the consumer, his agents, invitees, and contractors, the need for which repairs shall be determined by the board of directors for the District in their sole discretion.

Sec. 21. **Additional Prohibitions.**

A. No person other than the operator shall make any tap or connection to the water system of the district, nor shall any person other than the operator make any repair or alteration to any such tap or connection to the water system of the district.

B. No person other than the operator shall make any tap or connection to the sewer system of the district without the prior knowledge and consent of the operator.

C. No person shall commence use of any sewer connection to the sewer system prior to inspection and approval of such connection by the operator.

D. No person shall receive or use water from the water system nor shall any person discharge any material into the sewer system except through authorized taps or connections made in accordance with Sections (A), (B), or (C) above.

E. No person other than the operator shall tamper with or in any way interfere with any meter or meter box connected to the water system of the district.

F. The owner, renter, or lessee of any residential, commercial, or industrial structure within the district shall at all times keep the meter and meter box serving such structure free from rubbish or obstructions of any kind.

G. No person other than the operator shall make, cause, or allow any connection, or reconnection, either directly to the water system of the district or through interconnections between

private water lines, where such connection results in the restoration of district water service to any dwelling or structure to which either service has been previously discontinued or disconnected by the operator.

H. No person shall intentionally damage the system, nor shall any person use the system in a manner or for a purpose contrary to the purposes for which the system is designed.

I. No person shall discharge or cause to be discharged into the sewer system any matter which is not biodegradable.

J. No person shall cause or permit the discharge of water from any down spouts, yard or street drains, or gutters into the district's sewer system.

Sec. 22. Expenses of enforcement.

The consumer shall reimburse the District for any and all expenses incurred by the District in the enforcement of the provisions of this Order, including without limitation reasonable fees for attorneys, expert witnesses, and other costs incurred by the District.

Sec. 23. Penalties (adopted September 15, 2004).

Pursuant to the authority granted by §§49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable penalties for the breach of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in §27.031, Texas Governmental Code, currently up to $5,000.00. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Each day that any such violation occurs or continues shall constitute a separate violation. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

The president or vice-president is authorized to execute and the secretary or assistant secretary to attest this order on behalf of the board and the district.

(Signature page follows this page.)

Passed and adopted on this 18th day of May, 2011.

President

ATTEST:

Secretary

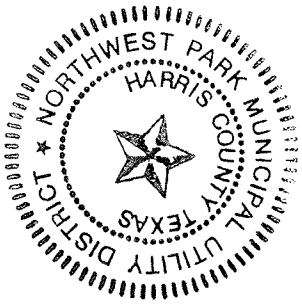

EXHIBIT "A"

Service Inspection Certification

Name of PWS: NAME OF DISTRICT _____

PWS I.D.No.: _____

Location of Service _____

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

		Compliance	Non-Compliance
(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief values and thermal expansion devices are in compliance with state plumbing codes.	☐	☐
(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-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 public water supply.	☐	☐
(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 1, 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 aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

_____
Signature of Inspector

_____
Registration Number

_____
Title

_____
Type of Registration

_____
Date

SERVICE AGREEMENT

I. **PURPOSE.** The NAME OF DISTRICT (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each 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 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 received a signed copy of this agreement.

II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply 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 public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and the undersigned Customer (the "Customer"):

A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.

B. The Customer shall allow his 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. The 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 practice which has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any unacceptable plumbing practice on his 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.

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.

DATE: _____

CUSTOMER'S SIGNATURE _____

CUSTOMER'S NAME (Typed/Printed) _____

SERVICE ADDRESS _____

I, the undersigned secretary of the board of directors of Northwest Park Municipal Utility District hereby certify that the foregoing is a true and correct copy of the order setting water and sewer rates for the District, adopted by said board at its meeting of May 18, 2011 together with excerpts from the minutes of said board's meeting on that date showing the adoption of said order, as same appear of record in the official minutes of the board, on file in the District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Chapter 551 of the Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended.

Witness my hand the official seal of said District, this 18th day of May, 2011.

Secretary

NORTHWEST PARK MUNICIPAL UTILITY DISTRICT
HARRIS COUNTY TEXAS