

## CERTIFICATE FOR ORDER

THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
TRAIL OF THE LAKES MUNICIPAL UTILITY DISTRICT §

I, the undersigned Secretary of the Board of Directors (the "Board") of Trail of the Lakes Municipal Utility District (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on the 28<sup>th</sup> day of April, 2025, at the regular meeting place thereof, and the roll was called of the members of the Board, to-wit:

Crystal Kirby	President
Kim Pendleton	Vice President
Jo A. Smith	Secretary/Tax Compliance Officer
Virginia Elkins	Treasurer
Troy King	Assistant Secretary/Assistant Treasurer

All members of the Board were present, except none thus constituting a quorum. Whereupon, among other business, the following was transacted at such Meeting:

**ORDER ADOPTING AMENDED CONSOLIDATED RATE ORDER; ESTABLISHING  
CERTAIN OTHER POLICIES; PROVIDING PENALTIES FOR VIOLATION  
THEREOF; AND ADOPTING RULES AND REGULATIONS COVERING SEWER  
HOUSE SERVICE LINES AND SEWER CONNECTIONS**

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

AYES: 4 NOES: 1

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such Meeting and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; such Meeting was open to the public, as required by law, and public notice of the time, place and purpose of such Meeting was given as required by Texas Government Code, Chapter 551 and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED the 28<sup>th</sup> day of April, 2025.



Go Smith  
Secretary, Board of Directors

**ORDER ADOPTING AMENDED CONSOLIDATED RATE ORDER; ESTABLISHING  
CERTAIN OTHER POLICIES; PROVIDING PENALTIES FOR VIOLATION  
THEREOF; AND ADOPTING RULES AND REGULATIONS COVERING SEWER  
HOUSE SERVICE LINES AND SEWER CONNECTIONS**

**(EFFECTIVE May 1, 2025)**

<b>THE STATE OF TEXAS</b>	<b>§</b>
<b>COUNTY OF HARRIS</b>	<b>§</b>
<b>TRAIL OF THE LAKES MUNICIPAL UTILITY DISTRICT</b>	<b>§</b>

WHEREAS, the Board of Directors (the "Board") of Trail of the Lakes Municipal Utility District (the "District") has from time to time adopted certain orders and Rules and Regulations and establishing certain policies (collectively, the "Rate Order") establishing the rates and conditions under which water and sanitary sewer service would be provided; and

WHEREAS, on April 28, 2025, the Board of the District determined it was in the best interest of the District to amend and restate its Rate Order in order to amend water and sewer rates, and rate classifications, and include a monthly fee for Tax Exempt Multi-Family Residential Customers.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF TRAIL OF THE LAKES MUNICIPAL UTILITY DISTRICT THAT:

**SECTION 1. DEFINITIONS**

- A. "Agent" shall mean any third (3<sup>rd</sup>) party representing a Customer with a Single Family Residential connection, who, as an agent for said Customer, requests water and/or sewer service from the District.
- B. "Commercial Customer" shall mean any user of the District's water and sewer system that is not a Single Family Residential Customer, a Multi-Family Residential Customer, or a Non-Taxable Customer.
- C. "Customer" shall mean the occupant of a single family residential, multi-family residential, commercial or industrial structure or other property within or outside the area of the District, whether the owner, Agent, renter or lessee thereof who is receiving or proposes to receive water and/or sewer service from the District.
- D. "Delinquency" shall mean any bill generated by the District that shows a past due balance.
- E. "Homeowners Association Customer" shall mean homeowners associations or community associations located within the boundaries of the District, but shall not include other types of property owners associations.
- F. "Illegal Connection" shall mean any connection to the District's water and/or sewer system not authorized by the District's Rules and Regulations or approved by the District.

- G. "Multi-Family Residential Customer" shall mean any user of the District's water and sewer system that consists of a building(s) designed for use and occupancy by multi-family units, including apartments, townhouses and other multi-family dwelling units.
- H. "Non-Taxable Customer" shall mean any user of the District's water and sewer system that is exempt under State law from ad valorem taxes, such as churches and schools, but does not include Homeowner's Association Customers or Tax-Exempt Multi-Family Residential Customer.
- I. "Single Family Residential Customer" shall mean any user of the District's water and sewer system that consists of one residence designed for use and occupancy by a single family unit. For the purposes of this Order, "Single Family Residential Customer" shall also mean Homeowners' Association facilities.
- J. "Tax Exempt Multi-Family Residential Customer" shall mean any Multi-Family Residential Customer that is exempt from the District's ad valorem tax, in whole or in part, pursuant to Section 11.182, Texas Property Code.

## **SECTION 2. TAP AND INSPECTION FEES**

### **A. Tap Fees.**

- (1) All Customers Other Than Non-Taxable Customers. Prior to connection to the District's water system, a tap fee shall be paid to the District equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, and repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation, except that the tap fee for a 5/8-inch (5/8") water meter shall be \$850.00 and a 3/4 inch (3/4") water meters shall be \$900.00, which is hereby found to be equal to or less than the District's actual costs, as described above.

Connections to the District's water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be inspected by the District's operator or its subcontractor.

- (2) Non-Taxable Customers.

- (a) Non-taxable Customers shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation (as determined by the District's operator) plus the Customer's pro rata share of the District's actual cost of the facilities necessary to provide District services to the non-taxable Customer that have been or will be fully or partially financed by the District's tax bonds (as determined by the Board of Directors) (the "Installation Costs").
  - (b) The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors. The Customer



shall pay the estimated Installation Costs, prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the Customer, the difference must be paid by the Customer before the District will provide service to the Customer. If the actual Installation Costs are less than the estimated Installation Costs paid by the Customer, a refund for the difference shall be issued to the Customer.

- (3) Irrigation Systems. Prior to connection to the District's water system, a tap fee equal to the District's actual cost for installation plus the cost of the meter shall be paid to the District for irrigation systems owned by a Homeowners' Association that are to be used solely for the purpose of providing irrigation water to landscaped areas within the District. All such connections to the District's system shall be made by or under the supervision of a representative of the District.

- B. Facility Inspections. In addition to the tap fees described above, the District's operator shall inspect the water tap, meter, and all other District facilities at the time the tap is made for a fee of \$75.00. At such inspection, the District's operator shall make note of the condition and location of all District facilities on the property. Once the District's operator has installed the water tap and meter, the builder or contractor shall be responsible during construction for any damage to the meter, meter box, or to any other District property. After completion of construction on the property, but before service is transferred to a Customer, the District's operator shall reinspect the water tap, meter, and all other District facilities on the property. The property owner or builder will be held responsible for any damages to District property and for repairing such damages to the satisfaction of the District's operator before utility service is initiated to a User. Any Customer may request the District's operator to reinspect the facilities for a fee of \$50.00 when service is transferred to a subsequent User.

### SECTION 3. WATER

A. Monthly Rates.

- (1) Single Family Residential Customers. Single Family Residential Customers shall be charged monthly for water as follows:

First 5,000 gals.	\$17.00 (minimum)
5,001 to 10,000 gals.	\$1.50 per 1,000 gals.
10,001 to 15,000 gals.	\$1.75 per 1,000 gals.
15,001 to 25,000 gals.	\$2.00 per 1,000 gals.
All over 25,001 gals.	\$5.00 per 1,000 gals.

- (2) Multi-Family Residential Customers.

- (a) Single Meter: Each multi-family building that is served by a single meter shall be charged monthly for water at the minimum rate applicable to Single Family Residential Customers times the number of units within the building. Water usage in excess of 5,000 gallons per unit per month shall be charged at the rates quoted above for Single Family Residential Customers.

(b) Multiple Meters: If a multi-family building is served by more than one meter, water delivered through each meter shall be charged the minimum rate for Single Family Residential Customers times the number of units served through such meter, with consumption over the minimum charged at the rates quoted above for Single Family Residential Customers.

(3) Commercial Customers. Each business unit occupied by a separate business, including separate establishments within a single building, shall be charged a monthly minimum of \$17.00, whether connected by a single meter or multiple meters. Water usage in excess of 5,000 gallons per unit per month shall be charged monthly for water as follows:

First 5,000 gals.	\$17.00 (minimum)
5,001 to 10,000 gals.	\$2.00 per 1,000 gals.
10,001 to 15,000 gals.	\$3.00 per 1,000 gals.
15,001 to 25,000 gals.	\$4.00 per 1,000 gals.
All over 25,001 gals.	\$5.00 per 1,000 gals.

(4) Non-Taxable Customers. Each unit or building occupied by a Non-Taxable Customer shall be charged a monthly minimum of \$17.00. Water usage in excess of 5,000 gallons per unit per month shall be charged at the rates quoted above for Commercial Customers.

(5) Homeowner's Association Customers. Homeowner's Association Customers shall be charged a monthly minimum of \$17.00 per meter/connection. Water usage in excess of 8,000 gallons per unit per month shall be charged monthly for water as follows:

First 8,000 gals.	\$17.00 (minimum)
8,001 to 12,000 gals.	\$1.25 per 1,000 gals.
12,001 to 16,000 gals.	\$1.50 per 1,000 gals.
All over 16,001 gals.	\$1.75 per 1,000 gals.

(6) Irrigation Systems. Metered water connections established solely for the purpose of providing water to irrigation systems owned by a Homeowners' Association shall be charged monthly for water usage at the rates and in the manner quoted above for Single Family Residential Customers. There shall be no sewer or garbage service charge for irrigation meters.

(7) West Harris County Regional Water Authority ("Authority") Fees. Each Customer's billing statement will include a line item reflected as "Authority fee" or such other similar language, which will be calculated based upon the Customer's actual water usage for the previous month multiplied by the current pumpage fee assessed by the Authority, plus a ten percent (10%) administration fee.

B. Pressure of Water. The District agrees to use all reasonable efforts to supply adequate pressure of water to any Customer. The District does not and will not guarantee to any Customer a specific quantity or pressure of water for any purpose whatsoever. The

District is required only to furnish a connection to its water system and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the District shall use reasonable efforts to supply water to all Customers at an acceptable minimum pressure.

- C. Sale or Use of Water. It shall be an unauthorized use of District services or facilities for any person, firm, or entity to sell or use water from the District's water system without having a direct connection to the District's water system, unless such sale or use of water is to or by Customers having common ownership or tenancy of the land being served by the District's water system or with the written consent of the District.
- D. Water Saving Devices. Prior to connection to the District's water system, all structures on which construction begins after November 1, 1991, must have at least two (2) of the water saving devices contained on the list of acceptable devices maintained by the Texas Department of Health.

#### **SECTION 4. SEWER**

- A. Sewer Connections and Inspections. All connections to the District's sewer system shall be made in accordance with the District's "Rules and Regulations Governing Sewer House Lines and Connections" adopted on September 9, 1975, amended on August 30, 1976, and as may be amended from time to time and attached hereto as Exhibit "D". No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected the connection. A fee of \$100.00 shall be charged for each Single Family Residential sewer inspection and a fee of \$150.00 shall be charged for each Multi-Family Residential or Commercial sewer inspection made by the District. If a sewer connection fails an inspection, an additional inspection fee of \$105.00 for Single Family Residential and \$175.00 for Multi-Family Residential or Commercial shall be paid to the District prior to reinspection.
- B. Monthly Rates for Sewer Service.
  - (1) Single Family Residential Customers. \$37.77 per month per connection.
  - (2) Single-Family Residential Customers (Builders only). \$19.00 per month per connection.
  - (3) Multi-Family Residential Customers. \$19.00 per month per unit.
  - (4) Commercial Customers and Non-Taxable Customers. \$19.00 per month per unit plus \$0.75 per 1,000 gallons water consumption in excess of 5,000 gallons per unit per month.
  - (5) Homeowners Association Customers. \$19.00 per month per unit plus \$0.75 per 1,000 gallons water consumption in excess of 5,000 gallons per unit per month.
- C. Quality of Sewage.
  - (1) Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from

sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to subsection (2) below.

- (2) Commercial and Industrial Waste. All discharges other than waste described in subsection (1) are prohibited unless the user has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business, activity, or other waste-creative process;
- (c) Quantity of waste to be discharged;
- (d) Typical analysis of the waste;
- (e) Type of pretreatment proposed; and
- (f) Such other information as the District may request in writing.

The District shall have the right to reject any application for discharge of non-domestic waste into the District's sanitary sewer lines if the District determines in its sole discretion that the proposed discharge may be harmful to the District's sanitary sewer system or the environment. The District also shall have the right in approving any application for the discharge of non-domestic waste to impose any limitations on such discharge that the District determines in its sole discretion to be necessary to protect the District's sanitary sewer system or the environment.

- (3) National Categorical Pretreatment Standard. If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the user is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.
- (4) District Testing; Pretreatment. The District shall have the right to sample and test any user's discharge at the discretion of the District's operator, with no limit as to the frequency of the tests, and to charge the user for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the user's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to subsection (3) above.

- D. Grease Trap Inspections. Any Customer responsible for a discharge requiring a trap and sampling well shall 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, and maintain the trap in effective operating condition. It shall be the responsibility of the Customer to maintain and service such Customer's traps. All traps shall be cleaned a minimum of once a month. For each grease trap installed, there shall be charged a flat monthly rate inspection fee of \$80.00. If the operator is required to reinspect a grease trap, such reinspection shall be charged at the same \$180.00 rate.

## SECTION 5. ADDITIONAL AND ALTERNATIVE FEES

- A. Garbage. The District shall contract with an independent contractor to provide for Single Family Residential garbage/recycling collection and disposal service in the District. The fee for such service, as established by contract, shall be included in the District's monthly charge for Single Family Residential sewer service, plus an additional \$0.05 per Single Family Residential Customer, except for Single Family Residential Customers that are builders only, based upon charges incurred by the District to provide garbage/recycling collection and disposal services.

If, in the opinion of the District and/or its garbage collection provider, excessive garbage is left for collection by a renter of property within the District, then the property owner shall be responsible for removal of such garbage. If the property owner fails to remove the garbage from the property within five (5) days of receipt of written notification regarding removal of such garbage from the property, then the District will remove the garbage and backcharge the owner for such removal.

- B. Tax Exempt Multi-Family Residential Customers. A monthly fee shall be added on a Tax Exempt Multi-Family Residential Customer's bill as a separate line item in accordance with the formula set forth below for the work and facilities that are necessary to provide services to the Tax Exempt Multi-Family Residential Customer's property (the "Tax Exempt Property").

The Tax Exempt Multi-Family Residential Customer's monthly fee shall be calculated as follows: Multiply the market value of the Tax Exempt Property, including land and improvements as determined by the records of the Harris Central Appraisal District ("HCAD") as if the property were not exempt (the "Initial Value"), by an amount equal to the District's tax rate per \$100 assessed valuation divided by twelve (12). In the event the Tax Exempt Property was recently converted to tax exempt such that a then-current market value has not been determined by HCAD, then the Initial Value shall be equal to the market value of the Tax Exempt Property during the most recent tax year in which the Tax Exempt Property was on the tax rolls for full value.

The market value of the Tax Exempt Property may be adjusted annually as determined by HCAD. Notwithstanding the foregoing, the District shall not base this monthly fee on a market value less than the Initial Value of the Tax Exempt Property.

The assessment shall be imposed on the Tax Exempt Multi-Family Residential Customer as of the date service is provided to the Tax Exempt Property and the Tax Exempt Multi-Family Residential Customer shall be invoiced accordingly. The Tax Exempt Multi-Family Residential Customer shall be billed for the assessment at the same time as the District sends out its monthly water and sewer bills, and payment for the assessment shall be due at the same time water and sewer bills are due pursuant to Section 6A. Failure to pay the assessment shall result in termination of water service to the Tax Exempt Property pursuant to Section 7.



## SECTION 6. BILLING

- A. Due Date and Delinquency. Payment shall be due on or before the eighth (8<sup>th</sup>) day of the month after the date of the bill. After such date, a late charge of ten percent (10%) will be assessed on the unpaid balance on the water and sewer bill, plus a fee of \$10.00 shall be charged by the District for each notice of delinquency mailed to an account to cover the district's actual cost of such notice. All accounts not paid by the due date shall be deemed delinquent and failure to make payment within thirty (30) days thereafter may result in the termination of water and sewer service.
- B. Notice and Appeal. Prior to termination of service, a Customer who is delinquent in payment shall be sent a notice advising of such delinquency fifty-one (51) days after the delinquent bill is mailed to the Customer, with such period being twenty-one (21) days after the next subsequent bill is mailed to the Customer. Such notice will state that service will be discontinued unless payment in full is received by such day. A charge of \$25.00 shall be imposed for each service termination notice delivered to a customer. Notice shall be sent by first class United States mail and will provide the Customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of the District to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the Customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a Customer has informed the District or the District's Operator of his or her desire to contest or explain his bill. If the Customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice to the Customer by first class United States mail stating whether service will be continued or disconnected. If service is discontinued, it shall be reinstated only upon payment in full of all amounts due, including any late charges, the security deposit set out in Section 11, and a reinstatement charge of \$75.00.
- C. Extreme Weather Emergencies. The procedures outlined in this Section are subject to the requirements of Title 16, Chapter 24, Texas Administrative Code, Section 24.173 regarding certain prohibitions and procedures on late fees for and disconnection of water service during Extreme Weather Emergencies (as such term is defined in the statute), as such provision is amended from time to time.

## SECTION 7. TERMINATION AND RECONNECTION OF SERVICE

- A. Termination. If the District has to terminate services for any reason, a service charge of \$75.00 will be charged to the Customer's account, and a meter locking device shall be installed on the customer's meter. If the meter has to be pulled to prevent unauthorized use, an additional \$175.00 will be charged. All of these fees will be due, and in addition, all past due and current charges must be paid before services are again commenced to the Customer. Furthermore, there will be a fine of one and one-half (1½) times the actual cost of reinstalling the water or sewer tap after a tap is pulled for theft of service which the Customer must pay prior to reinstating the service. If the meter locking device is broken or tampered with, the District will charge to the Customer the amount of replacement of said device. If the Customer damages the water meter, or if the Customer

is observed taking water without paying, the Customer will be charged a fee of \$250.00 for the first offense and \$500.00 for the second offense in addition to any and all service charges due. If there is a third offense, the Customer's services will be terminated permanently, and the Customer will be required to address the Board before any restoration of services can be considered. Any additional expenses incurred by the District as a result of such termination, such as capping off the service line (the charge will be a per hour rate) or making multiple trips (\$25.00 per violation) to access the Customer's meter, will be charged to the Customer. Any and all charges due by the Customer must be paid in FULL before such service may be restored again. It is the intention of this section that all fees for termination, meter removal or meter damage shall be due and payable prior to reconnection of services to the District and that the property owner and renter or lessee, or the property owner and the Agent, as applicable, shall be jointly and severally liable for any such fees and charges. The Customer will also be subject to compliance of any new safety items and possible reinspection.

- B. Termination for Delinquent Accounts. The District reserves the right to terminate service to any Customer whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the Customer at the address of the connection and providing the Customer with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall be sent as soon as practicable after the date of the delinquency and shall inform the Customer of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the date, time, and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be after the next scheduled Board of Directors meeting as shown in the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. Service to a Customer shall not be disconnected if the Customer has informed the District or the District's operator in writing of the Customer's desire to contest or explain the Customer's bill. If a Customer does not inform the District or the District's operator in writing of the Customer's desire to contest or explain the Customer's bill, the Customer's service shall be terminated on the first business day after the next scheduled meeting of the Board of Directors. If the Customer appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the Customer of the Board's determination by sending written notice by first class United States mail to the Customer at the address of the connection.
- C. Termination for Rate Order Violations. Any Customer who violates any provision of this Rate Order, in addition to being subject to the penalties described in Section 12(C), shall be subject to having water, sewer, and garbage service terminated; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such Customer of the pending

disconnection and shall give such Customer the opportunity to contest, explain, or correct the violation of the Rate Order at a meeting of the Board of Directors of the District.

- D. Reconnection. If service to a Customer is disconnected for any cause, a reconnection fee of \$100.00 and all outstanding charges on the account (including late payment charges) shall be paid to the District before service is again commenced at such location. In addition, if such Customer has not previously paid a security deposit as required by Section 10 of this Order, the security deposit shall be collected before service is reconnected. Payment of all amounts under this Section must be in the form of cash, cashier's check, or money order.
- E. Service to Unoccupied Premises. The District reserves the right to terminate service to unoccupied premises and install a meter locking device on the meter unless the Customer has agreed to pay all District charges accruing during the time the premises are unoccupied. If service to such location is terminated, all minimum monthly billing to said location shall cease and no garbage payment shall be made to the District's contracted garbage service.
- F. Proof of Disability or Illness. A Customer with an account that requires special handling because of illness or disability must file with the District medical evidence documenting the illness or disability.

## **SECTION 8. NEW ACCOUNT FEE AND POLICY**

All new accounts shall be charged a nonrefundable fee of \$50.00 to cover the District's cost of handling. Payment of such fee shall be required prior to service being initiated. Evidence of the customer's residency within the District must be proved by a copy of the Customer's deed or rental agreement upon application for water and sewer service as part of the application process, as reflected in the Service Agreement attached as Exhibit "A."

## **SECTION 9. METHOD OF PAYMENT AND ASSOCIATED FEES**

Except as provided in Section 7, the District shall take the following forms of payment for water and sewer service: cash, check, cashier's check, money order, credit card or e-payment (via credit card or text-to-pay). Credit card and e-payment services are provided as a convenience only and such payment services may be terminated at any time at the discretion of the District. A processing fee of up to five percent (5%) of the amount of the charge on credit card payments may be assessed at the time of payment. The District will charge a \$35.00 fee to any customer 1) for each check given to the District that must be returned for any reason or 2) for any e-payment made to the District that is declined for any reason. Payments attempted to be made by a check or e-payment which are returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by Section 7.

## **SECTION 10. SECURITY DEPOSITS AND FEES**

- A. Security Deposits. The deposit required for any connection made to the District's water and sewer system by a Single Family Residential Customer shall be (i) \$125.00 if that Single Family Residential Customer owns the property and (ii) \$225.00 if that Single

Family Residential Customer is renting or leasing the property. A deposit equal to three (3) times the average monthly utility bill, as determined by the District's operator, shall be required of all other Customers in the District. Such sums shall be required prior to service being initiated and shall be held by the District as a deposit to assure prompt payment of all charges for utility service. For each instance service is terminated pursuant to this Order, and the Customer desires to be reconnected, the Customer shall be required to pay \$100.00 pursuant to Section 7(D), and the security deposit shall be increased an additional \$25.00 for each time service is reconnected. No interest will be allowed on such deposits.

- B. Deposit Transfers. Security deposits may not be transferred from one Customer to another; provided, however, that a Customer who moves from one address to another within the District may have the security deposit from the account at the previous address transferred to the account at the new address.
- C. Builder Deposits. Each builder of a residence, commercial building or other structure shall, at the time a request for a water tap is made, pay a deposit of \$500.00 for the first lot for which a water tap has been requested and \$100.00 for each additional lot thereafter up to a maximum of \$2,000.00. The deposit shall be refunded within sixty (60) days after the builder certifies the sale of its last residence, commercial building or other structure within the District, less any amounts forfeited as provided herein. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are so deducted from the builder's deposit, it will be incumbent upon the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.
- D. Recycle Bin Fees. A District Single Family Residential Customer, in addition to all other requested deposits and fees in this Rate Order, will be charged a \$35.00 non-refundable fee prior to issuance of a recycle bin if such Single Family Residential Customer chooses to obtain a recycle bin from the District.

## **SECTION 11. REQUIREMENTS FOR SERVICE**

- A. Platting Requirement. Prior to initial connection to the District's water, sewer, or drainage system, a Customer shall submit to the District's engineer proof that the Customer's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.
- B. Permits. Any applicant requesting connection to the District's system must have obtained all necessary permits from the County. The District may require proof that a permit has been obtained or that the County has waived the requirement for such permit.



C. Plumbing Material Restrictions. The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after May 23, 1994:

- (1) Any pipe or pipe fitting which contains more than 0.25% lead; and
- (2) solder or flux which contains more than 0.2% lead.

D. Plumbing Regulations; Prohibition against Cross-Connections and Unacceptable Plumbing Practices; Penalty for Violation. Pursuant to Chapter 290 of the Texas Administrative Code, the District adopts the following plumbing regulations, which apply to all users of the District's potable water distribution system.

- (1) Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a Customer must execute a Service Agreement in the form attached to this Rate Order as Exhibit "A".
- (2) Plumbing Fixtures. A Customer is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- (3) Prohibition Against Water Contamination. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- (4) Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the Customer at the Customer's sole cost and expense. In addition, the District, in its sole discretion, may require a non-single family residential Customer to install a backflow prevention assembly at any meter(s) servicing such a Customer's property. The District, in its sole discretion, also may require any Customer to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the Customer's plumbing system poses a high health hazard. A high health hazard is defined by the Texas Commission on Environmental Quality as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a Customer must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a



state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality.

The Customer is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality. The Customer is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the Customer. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "B" has been provided to the District's operator.

If the District determines that a backflow prevention assembly must be installed pursuant to this Rate Order for reasons other than to eliminate a serious threat to the District's public water system, the Customer must install the backflow prevention assembly within five (5) working days after receipt of notice from the District that such installation is required. In addition, the Customer must provide the District's operator with a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "B" within three (3) working days of the installation of the backflow prevention assembly and within three (3) working days of any subsequent repair, maintenance or testing of such assembly. If the Customer fails to provide the testing certificate within this time, the District, in its discretion, may terminate service to the Customer pursuant to the terms of this Rate Order. The District's operator will retain such reports for a minimum of three (3) years.

The cost for the initial backflow prevention inspection is \$75.00 for Signal Family Residential Customers and \$175.00 for Commercial Customers. The cost for the annual backflow prevention inspection is \$105.00 for Single Family Residential Customers and \$175.00 for Commercial Customers whose backflow prevention assemblies require an annual inspection pursuant to this section. The Cost for the initial backflow prevention inspection will only apply if the Customer chooses the District's Operator to perform the inspection instead of some other recognized backflow prevention assembly tester.

- (5) Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a Customer when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the Customer. For

single family residential service, a licensed plumber, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a certified waterworks operator holding an endorsement from the Texas Commission on Environmental Quality may perform this customer service inspection. For all other types of service, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a certified waterworks operator holding an endorsement from the Texas Commission on Environmental Quality may perform the inspection. All fees relating to the customer service inspection shall be paid by the Customer prior to the inspection.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the Customer must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Rate Order as Exhibit "C." The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the District's operator does not perform the initial customer service inspection, the Customer will need to obtain a final inspection certificate from the District's operator prior to receiving service. In connection with this final plumbing inspection, the Customer shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. The cost of this final plumbing inspection shall be \$105.00 for Single Family Residential Customers and shall be the District's cost times one and one half (1.5) for other Customers. The cost of this final inspection shall be paid by the Customer prior to the final plumbing inspection. Thereafter, the District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a Customer's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order.

- (6) Prohibition Against Cross-Connections. No cross-connection between the District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the Texas Commission on Environmental Quality. By accepting service from the District, all Customers agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any Customer refuses to allow such annual inspection and testing, service to such Customer will be discontinued until such inspection and testing is completed.

No connection which allows water to be returned to the District's potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District's potable water distribution system, circulated through a Customer's system for condensing, cooling and heating of fluids or industrial processes, including but not limited to a heat

exchange system, and routed back to the District's potable water distribution system.

- (7) Notice of Unacceptable Plumbing Practices. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer service inspection, the final plumbing inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the Customer shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. The Customer shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the Customer fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the Customer's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.
  - (8) Penalty for Violation. The failure of a Customer to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in this Rate Order, immediately terminate service or, at the Customer's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the Customer.
- E. Approval of Plans. Before any connection, other than a Single Family Residential Customer connection, is made to the District's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require reapproval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this Section.
- F. Easements. Before service is commenced to any Customer, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

## SECTION 12. MISCELLANEOUS PROVISIONS

- A. Swimming Pool Inspections and Fee. Every user who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the Customer of the intention to construct or install a swimming pool, the user shall pay an inspection fee of \$105.00 for Single Family Residential Customers and \$175.00 for all other Customers. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are not connected to the District's sanitary sewer system. After the drains have been installed, the user shall notify the District's operator, who shall make an inspection of all swimming pool drains to verify that the proper connection is made, before service is authorized for said swimming pool.
- B. Regulatory Assessment. As required by the Texas Water Code, each Customer of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent (0.5%) of the District's charge for water and sewer service. This assessment is included in the rate schedules listed in this Order and will be forwarded to the Texas Commission on Environmental Quality for use in paying costs and expenses incurred in its regulation of water districts.
- C. Security Fee. The Security Fee for each Customer shall be billed as follows:

<u>TYPE OF CONNECTION/CUSTOMER</u>	<u>RATE</u>
Residential and Non-Taxable	\$6.00 per month
Multi-Family Residential and Tax Exempt Multi-Family Residential	\$6.00 per month per multi-family unit
Commercial	\$6.00 per month per equivalent single family connection ("ESFC"), with a minimum charge of \$5.00 per month

- D. Future Adjustments. The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's facilities.
- E. No Free Service. No free service shall be granted to any Customer for water or sewer services furnished by the District, whether such Customer be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein.
- F. Penalties for Violation. Any Customer who:
- (1) violates any Section of this Order; or
  - (2) makes unauthorized use of District services or facilities; or

- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- (4) uses or permits the use of any septic tank or holding tank within the District; or
- (5) violates the District's "Rules and Regulations Governing Sewer House Lines and Connections"

shall be subject to a penalty of up to and not exceeding \$10,000 as set forth in the Texas Government Code, Section 27.031, as amended for such violation. Each day that a violation of any provision hereof continues shall be considered a separate violation. This penalty shall be in addition to any other penalties provided by the laws of the State and to any other legal rights and remedies of the District allowed by law.

G. Penalties for Illegal Connection.

- (1) For Failure to Disconnect Illegal Connection. Should any illegal connection to the District's water and/or sewer system not be disconnected, a penalty of \$250.00 will be automatically assessed against the owner and tenant who shall each be held jointly and separately liable for payment of such penalty. In addition, a continuing penalty of \$25.00 per day shall be automatically assessed for each day following the assessment of the \$250.00 penalty that such property remains illegally connected to the District's water and/or sewer system.
- (2) For Reconnection of Illegal Connection. Should any illegal connection to the District's water and/or sewer system be reconnected without complying with the District's rules and regulations, a penalty of \$10,000.00 will be automatically assessed against the owner and tenant who shall each be held jointly and separately liable for payment of such penalty. In addition, a continuing penalty of \$25.00 per day shall be automatically assessed for each day following the assessment of the \$10,000.00 penalty that such property remains illegally connected to the District's water and/or sewer system.

H. Maintenance and Repair. It shall be the responsibility of each Customer to maintain the water and sewer lines from the building served to the point of connection to the District's system.

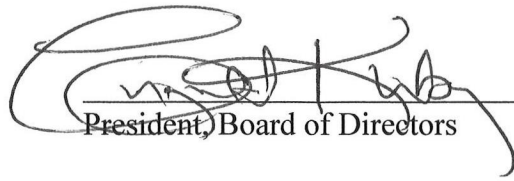
I. Out-of-District Service. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

**SECTION 13. SUPERSEDING ORDER**

This Amended Rate Order supersedes all previous Rate Orders adopted by the Board of Directors of the District.



PASSED AND APPROVED the 28<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



## **LIST OF EXHIBITS**

EXHIBIT "A"	Service Agreement
EXHIBIT "B"	Backflow Prevention Assembly Test and Maintenance Report
EXHIBIT "C"	Customer Service Inspection Certification
EXHIBIT "D"	Rules and Regulations Governing Sewer House Service Lines and Sewer Connections

## EXHIBIT "A"

### TRAIL OF THE LAKES MUNICIPAL UTILITY DISTRICT APPLICATION FOR WATER/SEWER SERVICE

(Please print or type)

Service Address: \_\_\_\_\_ Service Subdivision: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Street Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email (optional): \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Last Four Digits of your SSN: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Drivers License No.: \_\_\_\_\_

Own Property? \_\_\_\_ (please provide copy of deed)

Agent/Other? \_\_\_\_ (please provide agency agreement) Agent for: \_\_\_\_\_

Rent/Lease Property? \_\_\_\_ (please provide rental/lease agreement)

First Date of Service: \_\_\_\_\_

#### Service Agreement

I. **PURPOSE.** Trail of the Lakes Municipal Utility District of Harris County, Texas (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 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 0.25% 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 "Customer").

- A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
- B. Customer shall provide evidence of Customer's residency within the District by a copy of the Customer's deed or rental agreement upon application for water and sewer service as part of the application process.
- C. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
- D. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- E. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- F. Customer shall, at his/her 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.
- G. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.

IV. **ENFORCEMENT.** If Customer fails to comply with the terms of the 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 Customer.

Applicant:

I understand that any deposit required with an application for service will be refunded only to the extent that expenses of the District do not exceed the deposit, and that the District may request an additional deposit. I understand that tap fees are not refundable. I represent that the information on and furnished with this application is true and correct, and I understand that false information will result in denial of this application. I have received and reviewed the District's Rate Order.

Owner:

If the property subject of this application is subject to an agency relationship or is a rental or lease property, I, as owner of the property, understand that if service is terminated to such property, I am jointly and severally liable with the renter/lessee or my Agent for any fees and/or changes that are due to the District prior to any service reconnection.

Applicant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature (if not Applicant): \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Owner Address: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

*Confidential Security Phrase (mother's maiden name, last 4 digits of SSN, favorite pet's name, etc.):*

\_\_\_\_\_  
*Security Phrase Answer:* \_\_\_\_\_

**NOTICE OF AVAILABILITY OF CONFIDENTIALITY OF CUSTOMER INFORMATION**

The Texas Legislature has enacted House Bill 859, which provides that a government-owned utility, such as the District may not disclose personal information in a customer's account, such as customer address, telephone number or social security number, if the customer requests that information be kept confidential. If a Public Information request is made, the District may be required to release such information. If you wish to have this information kept confidential from a Public Information request, please check the box on the form below. Please note that the confidential request applies ONLY to your current account and ONLY if you requested it in writing. If you transfer within the District and establish a new account, YOU MUST COMPLETE A NEW REQUEST. You may also withdraw your confidentiality request by sending written notice to the District.

☐ PLEASE CHECK BOX IF REQUESTING CONFIDENTIALITY. The undersigned customer of the District requests that the District keep confidential the customer's address, telephone and Social Security Number. The undersigned acknowledges that this request is only valid for the current customer account

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**For District Use Only**

Date Application \_\_\_\_\_ Application Fee \_\_\_\_\_ Date: \_\_\_\_\_

Received: \_\_\_\_\_ Collected (if applicable): \$ \_\_\_\_\_ Initials: \_\_\_\_\_

Tap fee collected: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Date Construction Authorized: \_\_\_\_\_ Date Tap Installed: \_\_\_\_\_

Service Inspection Dates: \_\_\_\_\_ Certification Received: Date: \_\_\_\_\_ Initials: \_\_\_\_\_



## EXHIBIT "B"

### Backflow Prevention Assembly Test and Maintenance Report

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

#### BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

LOCATION OF SERVICE: \_\_\_\_\_

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

9 Not needed at this address

#### TYPE OF ASSEMBLY

9 Reduced Pressure Principle  
9 Double Check Valve

9 Pressure Vacuum Breaker  
9 Atmosphere Vacuum Breaker

Manufacturer: \_\_\_\_\_

Size: \_\_\_\_\_

Model Number: \_\_\_\_\_

Located At: \_\_\_\_\_

Serial Number: \_\_\_\_\_

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	_____ psid
Initial Test	DC - Closed Tight 9 RF _____ psid Leaked 9	Closed Tight 9 Leaked 9	Opened at _____ psid	Did Not Open 9	Leaked 9
Repairs and Materials Used					
Test After Repair	DC - Closed Tight 9 RF _____ psid Leaked 9	Closed Tight 9	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name: \_\_\_\_\_

Certified Tester: \_\_\_\_\_

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

Cert. Tester No.: \_\_\_\_\_

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

## EXHIBIT "C"

### Customer Service Inspection Certification

Name of PWS \_\_\_\_\_

PWS I.D. # \_\_\_\_\_

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 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 valves and thermal expansion devices are in compliance with state plumbing codes.	9	9
(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.	9	9
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	9	9
(4) No pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities installed on or after July 1, 1988.	9	9
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	9	9
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	9	9

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	9	Copper	9	PVC	9	Other	9
Solder:	Lead	9	Lead Free	9	Solvent Weld	9	Other	9

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

\_\_\_\_\_  
License Expiration Date

**EXHIBIT "D"**  
**RULES AND REGULATIONS**  
**GOVERNING**  
**SEWER HOUSE SERVICE LINES AND SEWER CONNECTIONS**

(Adopted September 9, 1975, amended on August 30, 1976)

The following regulations are to govern the installation of all sanitary connections within Trail of the Lakes Municipal Utility District of Harris County, Texas (the "District").

**I. SERVICE LINES**

- A. Service line is defined as the sewer line from the foundation of the house or commercial building to the sewer line owned by the District.
- B. Only one service line connection to the District's sanitary sewage collection system is permitted for each residence or commercial building.
- C. Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line will be of identical material.
  - 1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
  - 2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
  - 3. Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 and installed according to ASTM D2321.
  - 4. Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations.
  - 5. Acrylonitrile-butadiene-styrene (ABS) pipe, material conforming to ASTM Specification D2751.
- D. The use of pipe and pipe fittings that contain more than 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited.
- E. Minimum sizes of service lines shall be as follows:
  - 1. Residential -- 4 inches in diameter.
  - 2. Commercial -- 6 inches in diameter.

- F. Minimum grades for service lines shall be as follows:
  - 1. 4 inch pipe -- one foot drop per hundred feet (1%).
  - 2. 6 inch pipe -- six inches drop per hundred feet (0.5%).
  - 3. 8 inch pipe -- four inches drop per hundred feet (0.33%).
- G. Maximum grades for service lines shall be as follows:
  - 1. 4 inch pipe -- two and one-half feet drop per hundred feet (2.5%).
  - 2. 6 inch pipe -- one and one-half feet drop per hundred feet (1.5%).
  - 3. 8 inch pipe -- one foot drop per hundred feet (1%).
- H. Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.
- I. Sample wells are required for all non-residential service lines (multi-family service lines are exempt from the requirement for sample wells). The sample well shall be brought to the surface adjacent to the property line. The sample well shall be considered a "cleanout" when figuring spacing between cleanouts as described in Section III(B) below.
- J. All restaurants, school cafeterias, church cafeterias, and other facilities where food is served to the public shall have grease traps installed.

## II. CONNECTION OF BUILDING SEWER OUTLET TO SERVICE LINES

- A. Building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- B. Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- C. Existing "wye" and stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District's operator.

## III. FITTING AND CLEANOUTS

- A. No bends or turns at any point will be greater than 45 degrees.
- B. Each horizontal service line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof, in the length of such piping.

- C. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
- D. Cleanout will be made with air-tight mechanical plug.

#### IV. CONNECTION PERMIT

- A. Application for Sanitary Sewer Service must be filed prior to construction of the service line and the connection fee should accompany this application. (Application forms are available from the District's operating company). Construction must not begin until authorized by the District.
- B. When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District's operator twenty-four hours in advance of the inspection.
- C. The physical connection to the District's sewer main will be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
- D. Backfilling of service lines trench must be accomplished within twenty-four (24) hours of inspection and approval. No debris will be permitted in the trench.
- E. A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met.

#### V. EXCLUDED FLOW AND WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sewage facilities, including mud and debris accumulated during service line installation.
- B. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- C. Swimming pool connections will not be made to the District's sewer system unless approved by the Board.

#### VI. PENALTIES FOR VIOLATION

Any person, corporation or other entity who:

- (1) violates any of these Rules and Regulations; or
- (2) makes unauthorized use of District services or facilities; or
- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or



(4) violates the District's Rate Order, as such may be amended from time to time;

shall be subject to a penalty of \$200.00 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law.

VII. Water service will not be provided by the District until the requirements herein have been met and written permission has been granted.

PASSED AND APPROVED by the Board of Directors of Trail of the Lakes Municipal Utility District of Harris County, Texas, this 30th day of August, 1976.

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

APPLICATION FOR SANITARY SEWER SERVICE  
(Please print or type)

Name of Applicant	Lot	Block	Section
Street Address	City	State	Zip
Telephone Number			

Installation to be performed by: \_\_\_\_\_  
Plumber or Sub-Contractor Telephone Number

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

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

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

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For District Use Only

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

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

Connection Information:

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

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

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

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

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

Approved by: \_\_\_\_\_  
District Representative