

AMENDED ORDER ESTABLISHING RATES FOR WATER AND
SEWER SERVICE; PROVIDING FEES FOR CONNECTION,
RECONNECTION AND INSPECTION; REQUIRING DEPOSITS
FOR SERVICE; PROVIDING A PENALTY FOR DELINQUENT PAYMENTS;
AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, MAYDE CREEK MUNICIPAL UTILITY DISTRICT of Harris County, (the "District") owns a water and sewer system designed to serve present and future inhabitants within the District; and,

WHEREAS, the Board of Directors of the District has previously adopted and from time to time amended an order establishing terms and conditions for providing service from the District's water and sewer systems; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that such order should be further amended; Now, Therefore

BE IT ORDERED BY THE BOARD OF DIRECTORS OF MAYDE CREEK MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY, TEXAS, THAT THE FOLLOWING ORDER IS HEREBY ADOPTED: Any Order, and amendments thereto, heretofore adopted by the Board establishing rates for water and sewer service and pertaining to related matters shall be revoked on May 23, 2011, the effective date of this Order.

Section 1: Definitions. For purposes of this Order, the following words or terms shall have the following meaning:

1.01. "Apartment(s)" shall mean residential dwelling structure(s) containing multiple dwelling units which units are, or are available to be, leased or rented and are not available for purchase on an individual basis.

1.02. "Commercial" whether referring to connections or District water and sewer service shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, including apartments unless specifically excluded herein, and any establishment not generally considered a single-family residence.

1.03. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from commercial connections (excluding apartments) which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with commercial establishments such as service stations and car wash facilities.

1.04. "Customer" shall mean the person, firm, or corporation who requests District services for a residential, commercial or other structure or for construction of same within the area of the District, whether the builder, owner, renter or lessee thereof

or the consumer of water and/or sanitary sewer services within such structure. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the lines of the District as soon as the District's system becomes operable, the term "customer" shall mean and include the person, firm or corporation who requests District services for such structure at the time service becomes available to said structure.

1.05. "Delinquent bill" shall mean a bill for water and/or sewer service or other services or charges of any nature hereunder (except standby charges) which has not been paid within twenty (20) days after the date of the bill. With respect to standby charges, "delinquent bill" shall mean a bill which has not been paid within thirty (30) days after the date of the bill.

1.06. "District's engineer" shall mean the person, firm, or corporation which the District has engaged to provide engineering services for the District.

1.07. "District's operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the District's system.

1.08. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from residential connections (including apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.09. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.10. "Residential" whether referring to initial connections or water and sanitary sewer service, shall mean and include any single family residence, townhouse or multiplex (other than apartments, except as noted herein) when such is separately metered.

1.11. "Separate connection" shall mean each residential or commercial unit or sprinkler system, for which District services have been requested or provided, whether occupied or not, including separate apartments and townhomes within a single building, and separate commercial establishments within a single building.

1.12. "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.

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

2.01. Requirement to Connect to the District's System. Each structure within the District shall be connected to the System of the District as soon as the District has

made water and sewer systems available to such structure. If both water and sewer services do not become available at the same time, the water connection must be made at the time water service becomes available and the sewer connection must be made at the time sewer service becomes available, subject to the requirements of Section 2.04(a) hereof.

2.02. Application for Water and Sanitary Sewer Connections. Each prospective customer desiring initial water and sewer service connections to the District's System shall be required to sign and complete an application for such service and to pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No service shall be rendered until such application has been completed and such fees have been paid in accordance with Section 3.01.

2.03. Tap Fees. The following fees shall be collected from the applicant by the District's operator before each initial connection is made to the District's System, (which fees shall include the meter and meter box and installation thereof):

- | | |
|---|--|
| (a) Standard Residential Connection
3/4" by 5/8" water tap: | \$ 450.00 |
| (b) 1" water tap: | \$1,250.00 ¹ |
| (c) Nonstandard Residential Connection District's cost of installation
(other than 3/4" by 5/8" and 1" water tap) and Commercial Connections (for
each meter installed) | materials; plus 100%; plus
(1) 2¢ per square foot of
gross land area per water
connection; and (2) 2¢ per
square foot of gross land area
per sewer connection, but in
no event to exceed three times
the District's cost of the tap. ² |
| (d) Irrigation Connection for non-profit
corporation water tap | District's cost of materials and
Installation. ³ |

¹ Adopted per order dated January 28, 2002.

² Amended per order dated September 25, 1995.

³ Adopted per order dated May 29, 2001.

2.04. Policies Governing Initial Connections.

- (a) Certification. Connections shall not be made to the District's System or portions of the System until the District's engineer has certified that the System or applicable portion thereof is operational. Water service shall not be provided to any customer until an acceptable sanitary sewer connection has been made.
- (b) Availability of Access. Upon application for initial connection, the applicant shall grant an easement of ingress and egress to and from the meter or point of service for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Taps and connections will not be made when, in the opinion of District's engineer or operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as a waiver of a claim for damages to such improvements resulting from the reasonable actions of District's operator in installation of the customer's connection.
- (c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.
- (d) Connections by District Operator. All connections to the District's water System shall be made by the District's operator unless specified otherwise by the Board of Directors of the District. All connections to the District's sewer System shall be made in accordance with the District's Policy Governing Sewer House Lines and Sewer Connections. No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distribution piping of the District's water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture connected with the water service or any manhole, main, trunk or appurtenance of the District's sanitary sewer System except by the written permission of the Board of Directors of the District.
- (e) Commercial Connections. In addition to any other requirements in this Order, each applicant for commercial (including apartments) water and sewer services shall comply with the District's "Procedure for Obtaining Water and Sewer Taps in Mayde Creek Municipal Utility District", a copy of which may be obtained from the District's operator. Said procedures may be amended by the

District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. Within thirty (30) days prior to the payment of tap fees for initial service, the applicant shall submit to the District's engineer or other party designated by the Board of Directors of the District, the following:

- (1) All plans, forms, fees (other than the tap and inspection fees) and deposits as required by the District's "Procedure for Obtaining Water and Sewer Taps in Mayde Creek Municipal Utility District."
- (2) Architectural drawings (three sets for District purposes) indicating details of building plumbing, materials to be used and the location, size and number of proposed connections to the District's System;
- (3) The size of the land area to be served by the District's System; and
- (4) A general description of the type of proposed commercial establishment (including apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the District's sanitary sewer System (See Sections 3.10 (c) and 5.04).

In recognition of the District's obligation to protect and maintain public health, the District's engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, or request that further information be submitted prior to approval of the application. Customer shall be notified in writing as to the basis for rejection of the application. Failure to construct the facilities in accordance with approved drawings shall constitute a basis for denial of District services. If the application information is not timely made, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of other District services. Payment of tap fees to the District's operator prior to the approval of plans shall not be considered approval of said plans or approval for service as set forth herein; any unauthorized connection or connections may be removed at the expense of the person or firm causing such connection or connections to be made.

2.05. Inspections.

A. Sewer Inspections. A sewer inspection fee of \$50.00 for Residential connections and \$75.00 for Commercial connections, payable at the time of application for service connection, shall be charged by the District for inspection of each separate

connection and service line. Sewer connections and service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." Such inspection shall be made (1) at the time the actual connection is made and (2) at the time the trench in which the service lines are located is backfilled. A representative of the plumber or other company which performed the connection and/or is backfilling the trench must be present at both of such inspections. Approval of installations which fail to conform to said rules will be denied. Further, approval of such installation will be denied if a representative of the plumber or other company is not present at both of the above-required inspections. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, or if approval was denied due to absence of a representative of the plumber or other company, a reinspection shall be made upon payment to the District of a reinspection fee of \$50.00 for Residential connections and \$75.00 for Commercial connections. If subsequent reinspections are required before the sewer connection and service lines are found in compliance with the District's rules, a reinspection fee of \$50.00 for Residential connections and \$75.00 for Commercial connections shall be charged for each such reinspection.

B. Builder Inspections. Before the Operator issues any requested refunds of builder deposits and before service can be established in the name of the initial home or building occupant, the Operator shall inspect all District facilities affected by the builder's construction activities to determine if the builder or builder's agent has caused any damage to District property and that there is full compliance with the rules, regulations, policies and orders of the District. The District shall charge a minimum fee of \$50.00 for each inspection and each required reinspection. If requested by the builder, the District's Operator shall inspect the District's facilities to be affected by the builder's construction activities prior to commencement of such activities to determine if there is any preexisting damage to the District's property for which the builder should not be held responsible. The District shall charge a fee of \$50.00 for each inspection. The builder deposit described elsewhere herein shall secure the District (1) in the repair of District facilities damaged on or beside the builder's site in question or by the builder and (2) compliance with the District's rules, regulations, policies and orders including its Code Of Operations. Failure to comply with same after reasonable notice and opportunity to cure such omission or non-compliance shall subject the entire deposit to forfeiture to the District.⁴

C. Customer Service Inspections. Effective January 1, 1996, no continuous water services shall be provided by the District to: (1) new construction; (2) any existing Customer when the District has reason to believe cross connections or other unacceptable plumbing practices exist; or (3) after any material improvement, correction or addition to the private plumbing facilities of any Customer, unless a service inspection has been performed by the District's utility operator and a Service Inspection Certification Form has been completed by the District's utility operator

⁴ Builder inspection fees adopted September 28, 1993.

containing at least the information contained in the sample Service Inspection Certification Form attached hereto as Exhibit "B", and a plumber's certification completed by a certified plumber containing at least the information contained in the sample Plumber's Certification Form attached hereto as Exhibit "D" have been received by the District.⁵ A one-time fee of \$25.00 shall be charged for the District's service inspection of residences and the District's actual costs incurred for service inspections of commercial facilities.⁶ "Continuous water service" shall be deemed to commence, but shall not be limited to, the date of transfer of service from a builder to the initial occupant of any new residence. The District shall recognize only those individuals specified in 30 Texas Administrative Code Section 290.46(j)(1) as capable of conducting the customer service inspection certifications required hereunder. The District shall maintain completed Service Inspection Certifications submitted to it pursuant to this Section for a minimum of ten (10) years.⁷

Section 3. Rates and Fees for Water and Sanitary Sewer Services. Each prospective customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay an application fee and a security deposit as required herein. No service shall be provided until such fee and deposit are paid. The rates charged by the District as described in Section 3 hereof shall include as an additional charge a State imposed regulatory assessment equal to one half of one percent (0.005%) of the charge for water and sewer service billed each month to each retail District customer.

3.01. Application Fee, Security Deposit and Customer Service Agreements.

A. Application Fee. A non-refundable application fee of \$40.00 shall be charged for each customer. If a residential customer moves within the District the application fee for service at the new address shall be \$20.00. In the instance of a governmental customer, including a public school, requesting service, a \$5,000.00 non-refundable application fee shall be charged, which shall be used for legal, engineering and utility operator time in connection with the review and approval of plumbing and engineering plans for the construction of a building or building complex to be served by the District, calculating capital contribution charges, and for effecting compliance with the District's rules and requirements.⁸

B. Security Deposit. Each new single family homeowner customer shall pay a security deposit of \$75.00, each tenant shall pay a security deposit of \$150.00 and each new commercial customer, including governmental customers other than the District

⁵ Inspection Certifications amended per order adopted May 29, 2002.

⁶ District's service inspection fee amended per order dated March 25, 1996.

⁷ Customer service inspection requirement adopted per order dated January 22, 1996.

⁸ Application Fee amended per orders adopted May 22, 2006, and February 26, 2007.

and those water districts with which the District has agreements, shall pay a minimum security deposit of \$225.00.⁹ Further any customer (1) whose service is terminated pursuant to Section 5.02 hereof or (2) who has been delinquent twice during any twelve-month period (even if the delinquent bill is paid prior to termination of service) shall pay such deposit (if such customer has not previously paid a security deposit) before such customer's service is restored. Such deposit is solely to secure payment of charges established by this Order. In addition, every time a water customer's service is terminated for failure to pay its service or tax bill to the District, as a condition precedent to service restoration, shall pay \$25.00 as an additional deposit not to exceed \$150.00 in the aggregate.¹⁰ A one-time deposit of \$1,000.00 shall be charged to builders to secure payment of bills and back charges for all of that builder's homes within the District. In the event the structure or structures to be built are for large scale commercial development or governmental building(s), including for a school, the one tie deposit shall be \$3,000.00. In the event the District must draw down all or part of the builder's deposit to pay the builder's bills, or to pay for repairs to its utility system reasonably believed by the District to be related to or occasioned by the builder's activities, the District may withhold further taps or service to the builder's homes until the builder's deposit is replenished to its original level. This builder's security deposit shall be returned to builder on notification by builder that he does not intend to construct additional homes or buildings, has completed all construction within District and the District's utility operator has inspected District facilities serving that builder's homes or buildings and determined there to be no damaged District facilities. If damages are discovered the costs of same shall be deducted from the deposit amount and the resultant balance paid to the builder.¹¹

As a condition precedent to the District's providing water service to a residential structure on and after August 20, 1992 or to a commercial structure on or after March 25, 1985, either (a) the owner of the structure to be served or his lawfully authorized agent must make the application for service to the District in person and as a condition of such service the owner shall be legally responsible for all charges from the District for services to such structure, or (b) the person desiring service, if not the owner of the structure to be served, must make written application for service to the District's utility operator in his name and provide the District with a deposit equal to three (3) times the estimated minimum bill or \$150 in the case of a single family home and \$225 in the case of a commercial structure, including governmental customers, whichever is greater.¹²

⁹ Security deposits increased per order adopted September 27, 2004, and amended per order adopted February 26, 2007.

¹⁰ Amended per order adopted May 23, 2005.

¹¹ Builder deposit adopted per order dated August 25, 1997, and amended per order adopted February 26, 2007.

¹² Increase deposit amounts per order adopted June 27, 1994, February 26, 2007 and February 28, 2011.

If making application for service under clause "a" above, the remainder of this paragraph shall apply. The owner must present the utility operator with evidence satisfactory to the utility operator of the owner's (i) identity which evidence might include a valid driver's license with picture, birth certificate, passport or other similar document of identification, and (ii) ownership of the particular property for which service is being requested. If a person other than the owner of the structure to be served is making application he must present the utility operator with a sworn and notarized instrument indicating that the affiant is the owner of a particular structure within the District (described by Lot and Block or other legal description and street address in the instrument) and that such person (the name and address of same given in the instrument) is authorized by the owner to make application on behalf of the owner, that the owner acknowledges that he will be legally responsible for the payment of all water and sewer service charges to his property regardless of who occupies his residential structure. The owner may direct the District in writing to mail District invoices to a person other than the owner but failure of another party to pay such invoices shall not relieve the owner of his obligation to pay the unpaid invoice nor impair the District's legal right to terminate service for non-payment of such invoices. If water service is terminated to a residential property for failure to pay for District services in a timely manner the service will not be reconnected unless all delinquencies, penalties, reconnection fees and deposits are paid by the owner or the property is sold to a new owner and such person makes application for service in the manner prescribed herein.

Upon final termination of service such deposit shall be credited against amounts owed to the District for water and sewer service and any balance refunded to the customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the customer on such security deposit. No service shall be rendered until such fees and/or deposits are paid.

C. Customer Service Agreements. Effective January 15, 1996 a Customer requesting the establishment or reestablishment of water or sanitary sewer service from the District must execute a Service Agreement with the District in the form of that attached hereto as Exhibit "C." There shall be a \$10.00 charge for the administration and maintenance associated with each such Customer Service Agreement.¹³ The failure of a Customer to execute such Agreement under the foregoing circumstances shall entitle the District to deny or terminate such services to the Customer.¹⁴

3.02. Monthly Rates for Water Service. The following rates per month, or any part thereof, shall be charged for residential water service for residences (including apartments or other multi-family residential units served by separate meters) furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for herein:

¹³ Customer Service Agreement charge adopted per order dated February 26, 1996.

¹⁴ Customer Service Agreement requirement adopted per order dated January 22, 1996.

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|-----|---|-----------------------|
| (a) | Minimum monthly charge for up to 7,000 gallons of water metered | \$12.50 |
| (b) | For each 1,000 gallons of water metered from 7,001 to 10,000 gallons | \$ 1.25 |
| (c) | For each 1,000 gallons of water metered from 10,001 gallon to 14,000 gallons | \$ 1.50 |
| (d) | For each 1,000 gallons of water metered from 14,001 gallons to 18,000 gallons | \$ 2.00 |
| (e) | For each 1,000 gallons of water metered from 18,001 gallon to 22,000 gallons | \$ 2.50 |
| (f) | For each 1,000 gallons of water metered over 22,001 gallons | \$ 3.00 ¹⁵ |

All Metered Customers. The West Harris County Regional Water Authority (WHCRWA) assesses a fee for each 1,000 gallons of groundwater withdrawn by the District in a calendar quarter. Each user of District water for any purpose, whether builder, single family residential, non-single family residential, or any other type of user, shall be charged, in addition to the water rates set forth above, an amount for each 1,000 gallons of water delivered to such user in a billing cycle equal to the amount charged to the District by the WHCRWA for each 1,000 gallons of water withdrawn during that cycle plus five per cent (5%) to cover the cost of non-billable water production.¹⁶

3.03. Monthly Rate for Sewer Service. The following rate per month, or any part thereof, shall be charged for residential sewer service for residences (including apartments or other multi-family residential units served by separate meters) furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

Monthly Flat Rate	\$ 26.43 ¹⁷
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3.04. Monthly Rates for Water Service. The following rates per month, or any part thereof, shall be charged for commercial water service for commercial units (excluding apartments) furnished by the District through meters to each separate

¹⁵ Increased per orders adopted July 10, 2000, April 23, 2007, and September 27, 2010.

¹⁶ Adopted per order dated January 27, 2003.

¹⁷ Increased per order adopted May 23, 2011.

commercial connection in every instance in which a different charge is not expressly and clearly provided for herein:

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|-----|---|-----------------------|
| (a) | Minimum monthly charge for up to 10,000 gallons of water metered | \$ 20.50 |
| (b) | For each 1,000 gallons of water metered from 10,001 gallons to 14,000 gallons | \$ 1.50 |
| (c) | For each 1,000 gallons of water metered from 14,001 gallons to 18,000 gallons | \$ 2.00 |
| (d) | For each 1,000 gallons of water metered from 18,001 gallons to 22,000 gallons | \$ 2.50 |
| (e) | For each 1,000 gallons of water metered over 22,001 gallons | \$ 3.00 ¹⁸ |

All Metered Customers. The West Harris County Regional Water Authority (WHCRWA) assesses a fee for each 1,000 gallons of groundwater withdrawn by the District in a calendar quarter. Each user of District water for any purpose, whether builder, single family residential, non-single family residential, or any other type of user, shall be charged, in addition to the water rates set forth above, an amount for each 1,000 gallons of water delivered to such user in a billing cycle equal to the amount charged to the District by the WHCRWA for each 1,000 gallons of water withdrawn during that cycle.¹⁹

3.05. Monthly Rates for Sewer Service. The following rates per month, or any part thereof, shall be charged for commercial sewer service for commercial units (excluding apartments) furnished by the District in every instance in which a different charge is not expressly provided for herein:

- | | |
|--|------------------------|
| Minimum monthly charge for up to 10,000 gallons of water metered | \$ 20.50 ²⁰ |
| For each 1,000 gallons of water metered over 10,000 gallons | \$ 1.00 |

¹⁸ Increased per order adopted July 10, 2000, and April 23, 2007.

¹⁹ Adopted per order dated January 27, 2003.

²⁰ Increased per order adopted April 23, 2007.

For each grease trap installed, there shall be charged a monthly flat rate inspection of: \$ 30.00
 (Any reinspection required shall be charged at the same rate)

3.06. Monthly Rates for Water Service to Apartments served by a Master Meter. During the first three (3) months after the date of initial connection to the District's system of apartment or other multi-family housing units serviced by a master meter, the customer shall be charged for water usage at the rate of \$0.85/1,000 gallons. Beginning the first day of the next billing period after the third month, the following percentage of units planned ultimately to be served by such meter will conclusively be deemed to be completed and habitable and billing will be in accordance with the rates set forth above for residential water service with each unit deemed completed and habitable being considered as one single-family unit:

<u>Months After Tap</u>	<u>Percentage Habitable</u>
4	30%
5	50%
6	70%
7	90%
8 and thereafter	100%

The rates to be charged hereunder shall be calculated as follows: The total number of gallons metered shall be divided by the number of applicable units to determine the average usage per unit. The rate for residential service as specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of units to determine the total amount to be charged.

All Metered Customers. The West Harris County Regional Water Authority (WHCRWA) assesses a fee for each 1,000 gallons of groundwater withdrawn by the District in a calendar quarter. Each user of District water for any purpose, whether builder, single family residential, non-single family residential, or any other type of user, shall be charged, in addition to the water rates set forth above, an amount for each 1,000 gallons of water delivered to such user in a billing cycle equal to the amount charged to the District by the WHCRWA for each 1,000 gallons of water withdrawn during that cycle.²¹

3.07. Monthly Rates for Sewer Service to Apartments or Other Multi-family Residential Buildings Served by a Master Meter. During the first three (3) months after the date of initial connection to the District's system of units served by a master meter, the charge for sewer service shall be deemed to be included in the charge for water

²¹ Adopted per order dated January 27, 2003.

service set forth in Section 3.06. Beginning the first day of the next billing period after the third month, the above-described schedule of habitability shall apply and billing will be in accordance with the rates set forth above for residential sewer service calculated by multiplying the applicable number of units times the flat rate for the residential sewer service.

3.08. Monthly Rates for Water Service for Certain Sprinkler Systems. A non-profit corporate customer who desires water service only for operation of a landscaping or fire protection sprinkler system shall be required to install a separate water meter for such system and shall pay the tap fees for same as specified in Section 2.03 hereof. The water rate of \$0.70 per thousand gallons per month shall be charged for such sprinkler systems.²² Customer shall not be charged for sewer service for such connection, provided, however, that under no circumstances shall the water supplied through such connection be discharged into the sanitary sewer system of the District. Any such discharge shall result in immediate termination of water service.

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

3.10. Temporary Customers. Withdrawal of water from flush valves or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. Such approval and rates and fees charged will be given only in accordance with policies established by the Board of Directors of the District.

3.11. Policies Governing Water and Sanitary Sewer Services.

- (a) No Reduced Rates or Free Service. All customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any such customer. Provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.
- (b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatever; in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

²²Amended per orders adopted January 22, 2001 and May 29, 2001.

- (c) Unauthorized and Extraordinary Waste. The rates established in Section 3.02 through 3.08 herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers proposing to generate Commercial Waste will be assessed additional charges as established by District based on the volume and concentration of the proposed waste. Customers proposing to discharge certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District in evaluating the effects of high concentrations of organics on the System. Customers who are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance and to charge customer all costs incurred by the District in so doing and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the System. If any customer of the District's sanitary sewer System proposes to discharge Industrial Waste into the System, the Board of Directors of the District shall request a comprehensive study and the recommendation of the District's engineer and shall establish rates and charges to provide for an equitable assessment of costs whereby such rates and charges for discharges of Industrial Waste correspond to the cost of waste treatment, taking into account the volume and strength of the Industrial Waste treated and techniques of treatment required. Such rates and charges shall be based on an equitable system of cost recovery which is efficient to produce revenues (in proportion to the percentage of Industrial Waste relative to the total waste load to be treated by the District for the operation and maintenance of the treatment works) for the amortization of the District's indebtedness for the cost of such treatment works and for such additional costs as may be necessary to assure adequate waste treatment on a continuing basis. The cost of all engineering studies and evaluations shall be borne by the customer. The District's representative shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

3.12. Drought Conservation Rates for Water Usage. In the event of a Stage 3 or Stage 4 water shortage condition as defined in the District's Drought Contingency Plan to be adopted and made effective on or before September 1, 2000, the rates to be charged customers for water usage during the billing cycle in which such condition occurs shall be one and one half times that shown hereinabove for each class of customer for all usage above 10,000 gallons.²³

Section 4. Standby Charges. The District has from time to time imposed Standby Charges on undeveloped property within its boundaries to which water and/or sewer services were available, but as of March 24, 1997 rescinded its authorization to impose, assess or collect standby charges. The District reserves the right to impose standby charges in the future subject to the approval of same by the Texas Natural Resource Conservation Commission.²⁴

Section 5. Delinquency in Payment Penalty; Discontinuation and Termination of Service.

5.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of 10% of the amount of the customer's bill shall be added thereto when such customer has failed to pay any bill before it becomes a delinquent bill. Interest of 6% per annum shall be charged to any bill for standby charges when a customer has failed to pay a bill for standby charges within sixty (60) days following the date of the bill. In addition, a charge of \$15.00 shall be imposed for each returned check notice forwarded to a customer as a result of a customer's check being returned by a bank for any reason.

5.02. Termination of Service For Failure to Pay Bills When Due. District shall have the right to terminate service and cut off the supply of water to a customer at any time after his bill becomes a delinquent bill. At any time that a customer's bill, or any part thereof, becomes a delinquent bill, all charges owed by the customer, whether or not delinquent, shall be due and payable immediately. The customer shall, by written notice mailed to the customer's address as reflected in the records of the District, be notified of the delinquency for a water or sewer service bill and the date on which service shall be terminated if the account is not paid in full, which date shall not be less than five (5) days from the date such notice is sent. A charge of \$5.00 shall be imposed on the customer's account at the time a delinquent notice is issued. Such notice shall state the place and time at which the account may be paid and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. The notice shall also be left by the District's operator on the front door at the address to which the service in question was provided. If the account, including penalty, has not been paid in full by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of

²³ Adopted per order dated July 10, 2000.

²⁴ Standby Charges deleted per order adopted March 24, 1997.

the District. A charge of \$35.00, plus payment of the unpaid bill, including penalty, delinquent notice charge, plus payment of a security deposit as required by Section 3.01 hereof, shall be paid in cash or by cashier's check or money order for restoring water service where service has been terminated because of the customer's failure to pay a bill before delinquent. Such payment shall be made prior to restoration of service. The District will not notify a customer of delinquent standby charges except by notation of such delinquency on such customer's next bill. The District shall not terminate service to an existing connection as a result of the customer to whom service is being provided through such connection being delinquent in payment of standby fees on Undeveloped Property. The District shall have the right to refuse an application for water and/or sanitary sewer connections from any customer with a delinquent bill for standby charges and/or for interest on same until all outstanding amounts owed by customer are paid in full, whether such amounts are owed with respect to the lot or tract for which such customer is requesting service or otherwise.

5.03. Discontinuing Service Upon Request of a Customer. Whenever a customer of District requests that water and sewer service be temporarily discontinued, he shall notify the District's operator at least two days prior to the time he desires such service discontinued. No charge shall be made for restoring water service when such service is discontinued and restored at the request of the customer and customer is not delinquent in the payment of any bill the time of either request.

Section 6. Damage to District Facilities and Observance of Plumbing Rules and Regulations.

6.01. Damage to Meters and Appurtenances. No person other than a duly authorized agent of the District shall open the meter box, tamper with or in any way interfere with the meter, meter box, service line or other water and/or sewer System appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any customer whose meter, meter box, service line or other water and/or sewer system appurtenance has been tampered with and to assess repair charges to customer plus a damage fee of \$50.00.

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

6.03. Interconnection. Interconnection or cross connection of the District's water System, whether directly or through customer's private system to another source of water is strictly prohibited without the expressed written consent of District. Initial customers shall construct and each customer shall maintain water connections and appurtenances so as to avoid infiltration of any possibly contaminated liquid into the District's System. District personnel shall have access to all customer water line connections and appurtenances within reasonable time periods in order to inspect

suspected possible unauthorized connections. The District reserves the right to immediately and without notice disconnect water service to any customer whose internal private system has been found to be interconnected or cross connected, to assess against customer such penalties as are provided by law and penalties provided in the District's "Policy Governing Control of Damage to District's Facilities" in addition to those charges necessary to repair the portion of the System so damaged or contaminated.

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

6.05 Plumbing Rules and Regulations. Any structure to which water or sanitary sewer service is provided or to be provided by the District shall be in compliance with the District's Rules and Regulations regarding plumbing connections and practices as well as the following provisions:

A. Plumbing Restrictions.

The following undesirable plumbing practices are prohibited by State regulations and the District.

- 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 a 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 than 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 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

B. Unauthorized Practices.

- 1) Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.
- 2) The operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water. All water customers shall allow their property to be inspected for possible cross-connections and other undesirable plumbing practices. The District shall notify the Customer in writing of any cross-connections or other undesirable plumbing practice which has been identified during an initial inspection or any periodic reinspection. The Customer shall immediately correct any undesirable plumbing practice on their premises.
- 3) Continuous efforts shall be made by the District to locate unauthorized connections or taps and possible interconnections between privately owned water systems and the public water system. As those undesirable interconnections are located, they shall be eliminated so as to prevent possible contamination of the water supplied by the community water facilities.
- 4) The District may invoke procedures necessary to discontinue water service to a tract in the event the owner of said tract either (a) refuses to permit an inspection pursuant to this Section, or (b) fails, within a reasonable time after receiving written notice issued by the Board, to correct or remove any unauthorized connection, tap, plumbing or any other condition found to be contributing to or causing contamination of the District's water supply.

C. Backflow Prevention Devices.

In the event that the District, in its sole discretion, requires a Customer to install a backflow prevention device in order to prevent possible contamination of its water supply, the Customer shall, at Customer's own expense, properly install, test and maintain such backflow prevention device, and shall provide all testing and maintenance records to the District. The backflow prevention assembly's installation and inspection shall be conducted by a recognized backflow prevention assembly tester and the assembly certified to be operating within specifications. Recognized testers shall have satisfied the qualification standards established by the Texas Natural Resource Conservation Commission in 30 Texas Administrative Code §290.44(h)(4) and shall conduct the test and complete a report of same in accordance with the foregoing provisions. Further, backflow prevention assemblies installed to provide protection against a High Health Hazard must be tested and certified annually by a recognized backflow prevention device tester. For purposes of this Section, a "High Health Hazard" shall mean 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. For each backflow prevention assembly tested, a signed and dated original Backflow Prevention Test and Maintenance Report, in substantially the form and containing at least the information set forth in the sample Backflow Prevention Assembly Test and Maintenance Report Form attached as Exhibit "A", must be completed by the recognized backflow prevention assembly tester and submitted to the District. The District shall maintain Backflow Prevention Test and Maintenance Reports submitted to it pursuant to this Section for a minimum of three (3) years. An annual administrative fee of \$25 shall be charged for the administration and maintenance of Backflow Prevention Test and Maintenance Reports submitted or required to be submitted pursuant to this Section 6.05 C. Failure to submit a properly completed Backflow Prevention Test and Maintenance Report to the District as required hereunder may result in termination of service to a Customer as provided in Section 1.01 above. If the Customer fails to comply with the requirements of this section, the District may, at its option, either terminate service or properly install, test and maintain such backflow prevention device and bill the Customer 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 Customer who may cause possible contamination of the District's water supply. In the event water service to a Customer 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.²⁵

²⁵Section 6.05 amended per order adopted March 25, 1996.

Section 7. Penalties for Violation. Any person, corporation or other entity who:

- (1) violates any section of this Order; or
- (2) makes unauthorized use of District services or facilities; or
- (3) reconnects to the District's system after termination of service by the District without having paid all outstanding charges due to the District;
- (4) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections, plumbing restrictions and practices and customer service inspections; or
- (5) violates the District's Second Amended Drought Contingency Plan.

shall be subject to a penalty of \$5,000.00 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 such other penalties as are provided in this Order and to any other legal rights and remedies of the District as may be allowed by law.

Section 8. Renewal Fee for Utility Commitments. Any customer or prospective customer of the District which has received a written commitment from the District for reservation of water and/or sewer service capacity shall pay a fee of \$1,000 per acre of land for which such commitment is given for any renewal of such commitment at the expiration of the initial term thereof. This Section shall not be construed to require the District to issue utility commitments or to renew any such commitments which may be issued and any such issuance and/or renewal shall be at the District's discretion.

Section 9. Appeal. Any determination by District's operator or District's engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. The District's operator and/or attorney shall provide customer with information regarding appeals and hearing procedures upon customer's request.

Section 10. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 11. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

Section 12. Building Rental Rates and Deposits. The rates and deposits applicable for the rental of the District's Building located at the corner of Day Flower and Misty Cove are established and from time to time amended in Exhibit "E" hereto attached.

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

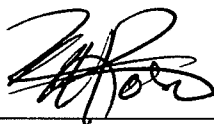
PASSED AND APPROVED this 23rd day of May, 2011, to be effective the same date.

MAYDE CREEK MUNICIPAL UTILITY DISTRICT



Kathy Tam
President, Board of Directors

ATTEST:



Pedro A. Rosas
Secretary, Board of Directors

(SEAL)



Exhibit "A"

MAYDE CREEK MUNICIPAL UTILITY DISTRICT

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.

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.

Not needed at this address

TYPE OF ASSEMBLY

- Reduced Pressure Principle
- Reduced Pressure Principle Detector
- Double Check Valve
- Double Check Detector
- Pressure Vacuum Breaker
- Spill-Resistant Pressure Vacuum Breaker
- 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 <input type="checkbox"/> RF _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did Not Open	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC - Closed Tight <input type="checkbox"/> RF _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

Test Garage Used: Make/Model: _____ SN: _____

Calibration Date: _____

Remarks: _____

The above is certified to be true.

Firm name: _____

Certified Tester: _____

Firm Address: _____

Cert. Tester No.: _____

Date: _____

Exhibit "B"

MAYDE CREEK MUNICIPAL UTILITY DISTRICT
Service Inspection Certification

Name of 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:

	<u>Compliance</u>	<u>Non-Compliance</u>
(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.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Service Lines: Lead Copper PVC Other
Solder: Lead Lead Free Solvent Weld Other

I recognize that this document shall become a permanent record of the aforementioned Water Supply 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

Exhibit "C"

MAYDE CREEK MUNICIPAL UTILITY DISTRICT

SERVICE AGREEMENT

- I. PURPOSE. The Mayde Creek 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 utility 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 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 percent 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 the Customer and/or the premises is connected to the District.
 - 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.
 - F. Any Customer service inspection performed by the District's utility operator is limited in its scope to the detection of the prohibited practices described in Section II above. Customer holds the District, its directors, agents, independent contractors and consultants harmless for and in connection with the performance of service inspections of Customer's property under this Service Agreement, the District's rate order and its rules and regulations regarding its water supply system or sanitary sewer system and any acts, omissions or consequences resulting from such inspections, including without limitation the failure to detect prohibited plumbing practices.
- IV. ENFORCEMENT. If the 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 agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

Exhibit "D"

MAYDE CREEK MUNICIPAL UTILITY DISTRICT
Plumber's Certification

Name of 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:

- | | <u>Compliance</u> | <u>Non-Compliance</u> |
|---|--------------------------|--------------------------|
| 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 valves and thermal expansion devices are in compliance with state plumbing codes. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code. | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

Service Lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

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

EXHIBIT "E"
MAYDE CREEK COMMUNITY CENTER
 19600 Misty Cove
 Katy, Texas

Building Hours:

Sunday - Thursday:
 8:00 a.m. to 10:00 p.m.
Friday - Saturday
 8:00 a.m. to 2:00 a.m.

Contact Information:

Ms. Desmion van der Westhuizen
 Building Manager
 Phone: (281) 492-1769
 Cell: 1-(281) 761-5482

Room:	Rate:	Rental Deposit:
Small Conference Room	<u>Monday - Thursday:</u> \$37.50 per each hour for the first four hours (four hour minimum) \$37.50 per hour after initial four hours	<u>\$150.00</u> Renter can hire cleaning service for \$100 if the Community Center is given prior notice. If the Renter chooses to clean up without the cleaning service, Renter must give notice and is subject to loss of entire deposit and possible additional expenses if not cleaned satisfactorily.
Large Banquet Room *	<u>Monday - Thursday:</u> \$75 per hour (four hour minimum) \$75 per hour for each hour after the first four hours <u>Saturday:</u> \$150 per hour (six hour minimum) \$150 per hour for each hour after	<u>\$300.00**</u> Renter can hire cleaning service for \$200 if the Community Center is given prior notice. If the Renter chooses to clean up without the cleaning service, Renter must give notice and is subject to loss of entire deposit and possible additional expenses if not cleaned satisfactorily.

* With wedding rental, the Small Conference Room is included without charge and any event in the Banquet Room requires the presence of a licensed peace officer for the duration of the event. **If renter fails to clean and return the tables and chairs to the storage room, the renter may lose their entire deposit.

Deposits must be paid in Cashier's Check or Money Order and will be refunded if rules are followed and there are no damages to the property or cleaning needed.

*Any event in the Banquet Room requires the presence of a licensed peace officer for the duration of the event. With serving alcohol there needs to be two licensed peace officers present.

**For an informational or simple Board meeting and otherwise the same rate as for residential rate and deposit.

***A charge of \$100 shall be paid in advance if a renter opts not to mop the floor of the rental small space after an event and \$200 for the large space or will be charged and may be assessed against the deposit if mopping is not done after the event.

For the years 2009 through 2011, the two Homeowners Associations with the District may hold events at the Building for a rental rate of 25% of the applicable rate for residents provided a \$1,000 deposit is maintained, which deposit can be paid equally by such associations and aggregated as a single deposit of \$1,000. Additionally, the annual event of each association may be scheduled a year in advance of the date of the event.

CERTIFICATE OF ORDER

STATE OF TEXAS §

COUNTY OF HARRIS §

We, the undersigned officers of the Board of Directors of Mayde Creek Municipal Utility District of Harris County, Texas, hereby certify as follows:

1. The Board of Directors of Mayde Creek Municipal Utility District, Harris County, Texas, met in regular session, open to the public, at 19600 Misty Cove, Katy, Texas 77449, on the 23rd day of May, 2011, and the roll was called of the members of the Board:

Kathy Tam	President
Willie Jo Reynolds	Vice President
Pedro A. Rosas	Secretary
Juan Montano	Treasurer
Marco Polo Flores	Director

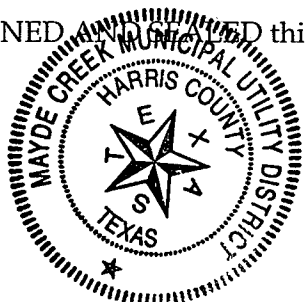
and all of said persons were present, excepting Director Rosas, thus constituting a quorum. Whereupon, among other business, the following measure, to-wit:

AMENDED ORDER ESTABLISHING RATES FOR WATER AND SEWER SERVICE; PROVIDING FEES FOR CONNECTION, RECONNECTION AND INSPECTION; REQUIRING DEPOSITS FOR SERVICE; PROVIDING A PENALTY FOR DELINQUENT PAYMENTS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

was introduced for the consideration of the Board. It was then duly moved and seconded that the measure be adopted; and, after due discussion, the motion, carrying with it the adoption of the measure prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid measure adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that the measure has been duly recorded in the Board's minutes of the meeting; that 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; that 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 the aforesaid meeting, and that the measure would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, as amended by the Texas Water Code.

SIGNED AND SEALED this the 23rd day of May, 2011.



(SEAL)

[Handwritten Signature]
Secretary, Board of Directors