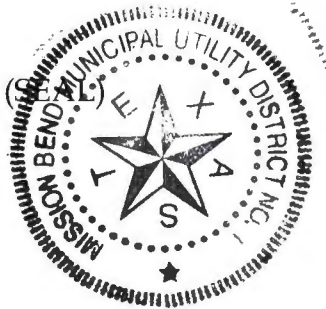


CERTIFICATION

I, the undersigned officer of the Board of Directors of Mission Bend Municipal Utility District No. 1, do hereby certify that the foregoing is a true and correct copy of the Amended Rate Order approved by the Board of Directors of said District on May 15, 2023, and said rates and rules are currently in effect.

Witness my hand and seal of the District this 15th day of May, 2023.



Carol McDonald

Secretary, Board of Directors

THE STATE OF TEXAS §
COUNTY OF FORT BEND AND HARRIS §

1. The Board of Directors of Mission Bend Municipal Utility District No. 1 convened in regular session on May 15, 2023, outside the boundaries of the District, and the roll was called of the members of the Board:

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

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

SIGNED AND SEALED on May 15, 2023.



Carol M. O'mara
Secretary, Board of Directors

**MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 1
AMENDED RATE ORDER**

May 15, 2023

WHEREAS, Mission Bend Municipal Utility District No. 1 (the "District") has constructed and owns a water, sanitary sewer and storm sewer and drainage system designed to serve present and future inhabitants within the District; and

WHEREAS, the Board of Directors deems it necessary to amend its rate order; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

Section 1: Definitions. The following words or phrases shall have the meanings indicated below:

- A. "Construction Site Operator" - Any party performing soil disturbing activities within the district. This includes developers, builders, contractors, subcontractors, and all trades.
- B. "Single Family Residential User" - means a user of the District's System that consists of one residence designed for use and occupancy by a single family unit.
- C. "Non-Single Family Residential User" - means any user of the District's System other than a Single Family Residential User including, but not limited to, commercial establishments, apartments, and multi-family dwelling units.
- D. "Public Space User" - means any user of the District's System for public or homeowner association esplanades, lakes, recreational areas or green spaces ("Public Spaces").
- E. "Non-Taxable User" - means any user of the District's system other than Single Family Residential Users and Non-Single Family Residential Users not subject to taxation by governmental entities, including, but not limited to, churches and schools.

Section 2: Rules and Regulations Governing Sewer House Lines and Sewer Connections.

The following regulations are to govern the installation of all sanitary connections within the District.

A. Service Lines.

(1) 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.

(2) Only one service line connection to the District's sanitary sewage collection system is permitted for each residence or commercial building.

(3) 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. The use of charlotte pipe is prohibited for service lines connecting to the District's sewer system.

(a) Schedule 40 conforming to ASTM, F-477 and installed as per section II of these specifications.

(b) Six-inch lines and over; polyvinyl chloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 1784 with rubber gasket joints conforming to ASTM, F-477 and installed as per section II of these specifications.

(c) Ductile-iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations.

(4) Minimum sizes of service lines shall be as follows:

(a) Residential — 4 inches in diameter.

(b) Commercial — 6 inches in diameter.

(5) Minimum grades for service lines shall be as follows:

(a) 4 inch pipe — 1.11 feet drop per hundred feet (1.11%).

(b) 6 inch pipe — 7.8 inches drop per hundred feet (0.65%).

(c) 8 inch pipe — 5.3 inches drop per hundred feet (0.44%).

(6) Maximum grades for service lines shall be as follows:

(a) 4 inch pipe — 4.25 feet drop per hundred feet (4.25%).

(b) 6 inch pipe — 2.48 feet drop per hundred feet (2.48%).

(c) 8 inch pipe — 1.69 feet drop per hundred feet (1.69%).

(7) Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.

B. Connection of Building Sewer Outlet to Service Lines.

(1) Building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.

(2) 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.

(3) 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.

(4) The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight. Portion to be cut out from sewer main shall be circular and available for inspection.

(5) No connection shall be made into a manhole without approval from the District.

(6) No sewer lines shall be laid within nine (9) feet of a water line unless the sewer pipe and its couplings shall have a pressure rating of not less than one hundred fifty (150) pounds per square inch (psi).

C. Fittings and Cleanouts.

(1) No bends or turns at any point will be greater than 45 degrees.

(2) 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.

(3) 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.

(4) Cleanout will be made with air-tight mechanical plug.

D. Connection Permit.

(1) 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.

(2) 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.

(3) 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.

(4) Backfilling of service lines trench must be accomplished within twenty-four (24) hours of inspection and approval. The trench backfill material will be clean and free of debris and will be compacted in one foot lifts to prevent future trench settlement.

(5) A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met.

E. Grease, Lint, and Sand Traps.

(1) Grease traps will be required for dining establishments where food is prepared and served to customers on premises.

(2) Washateria operations shall require a lint trap.

(3) Air space above the water line must be vented with four-inch soil pipe if the trap is located inside a building.

(4) All shopping centers shall provide a grease trap and a sampling well.

(5) All health care facilities shall provide an acid dilution basin and a sampling well.

(6) Sand traps will be required for all car washing establishments.

F. Excluded Flow and Waste.

(1) 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.

(2) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.

(3) Swimming pool connections will not be made to the District's sewer system.

G. Private On-Site Wastewater Holding or Treatment Facilities Prohibited

(1) The installation of private temporary or permanent on-site wastewater holding or treatment facilities on property within the District that is not served by the District's sewer system is strictly prohibited. This specifically prohibits any type of port-o-potties.

(2) If the District prohibits the installation of a private on-site wastewater holding or treatment facility pursuant to subsection (1) above, the District shall pay to the owner of the affected tract the costs of connecting the tract to the District's sewer system if the distance along a public right-of-way or utility easement from the nearest point of the District's sewer system to the boundary line of the tract requiring sewer services is 300 feet or more, subject to the rules of the Texas Commission on Environmental Quality ("TCEQ") regarding reimbursement of those costs.

Section 3: Tap and Inspection Fees.

A. Single Family Residential Users. Prior to connection to the District's water system, a tap fee as set forth herein shall be paid to the District to cover the cost of making said connection and the cost of providing the water meter.

(1) In the case of a 5/8" water meter, the tap fee shall be \$1,035.

(2) In the case of a 3/4" water meter, the tap fee shall be \$1,275.

(3) In the case of a 1" water meter, the tap fee shall be \$2,085.

(4) In the case of a 1 1/2" water meter, the tap fee shall be \$3,360.

(5) In the case of a 2" water meter, the tap fee shall be \$4,650.

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

B. Non-Single Family Residential Users. Prior to connection to the District's water system, a tap fee 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,

landscaping, property, sidewalks, streets or other improvements affected by the installation shall be paid to the District (the "Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be approved by the Board of Directors and sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User. All such connections to the District's water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be made by a representative of the District and inspected by the District's operator or its subcontractor.

C. Non-Taxable Users.

(1) Non-taxable Users 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, landscaping, property, sidewalks, streets or other improvements affected by the installation (as determined by the District's operator) plus the User's pro rata share of the District's actual cost of the facilities necessary to provide District services to the non-taxable User that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board of Directors) (the "Installation Costs").

(2) The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The User shall pay the estimated Installation Costs, plus 20%, prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

D. Public Space Users. All such Public Spaces shall be required to have meters installed, which shall be installed by the District's operator. A user requesting a tap for Public Spaces shall pay a tap fee equal to the District's cost to install the tap and meter and to repair or replace property, improvements, streets or landscaping damaged during the installation process.

E. Sewer Connection Inspection. 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 Sewer Connections. All connections to the District's sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event a sewer connection is made and covered without inspection by a representative of the District, water service at such location shall be

terminated and shall not be allowed until an approved sewer connection inspection has been performed. Inspection fees of \$75.00 for residential connections and \$125.00 for commercial connections shall be charged by the District for making sewer inspections. An additional charge will be made in the event reinspection is required.

F. Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make visible at the expense of the District. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey. The cost for each inspection is \$60.00.

G. Facility Inspection. Immediately upon completion of the District's operator's installation of the initial water tap and meter, the sewer connection and inspection, the operator will conduct a facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a Final Site Survey to re-inspect the water tap, meter and all other District facilities on the property for a fee of \$75.00. (The \$75.00 fee shall be collected at the time the tap fee is paid.) The property owner, builder or contractor will be held responsible for any damages, adjustments or relocations to District facilities and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, adjusted or relocated, a fee of \$75.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any \$75.00 inspection or re-inspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District also may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay for the Backcharges or the \$75.00 inspection or re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Amended Rate Order prior to withholding the provision of service.

Section 4: Plumbing Materials.

A. Prohibition on Use of Specified Material. The use of the following plumbing materials are prohibited in any all improvements connected to the District's water system after May 16, 1994:

(1) Any pipe or pipe fitting which contains more than a weighted average of 0.25% lead; and

(2) Any solder or flux which contains more than 0.2 percent lead.

B. Customer Service Inspection Certification. After May 16, 1994, no new connections to the District's water system shall be made unless a state licensed plumber first submits in writing to the District a Customer Service Inspection Certification specifying that the new connection complies with the plumbing material prohibition contained in this Section. The Customer Service Inspection Certification shall be signed by the licensed plumber and submitted to the District at the same time that the tap fee is paid. The District shall not accept any tap fee that is not accompanied by a Customer Service Inspection Certification. The form to be used in preparing this Customer Service Inspection Certification is attached to the Amended Rate Order as Exhibit "C".

Section 5: 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.

A. 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 User must execute a Service Agreement in the form attached to this Amended Rate Order as Exhibit "A".

B. Plumbing Fixtures. A User 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.

C. 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.

D. Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a non single family residential User to install a backflow prevention assembly at any meter(s)

servicing such a User's property. The District, in its sole discretion, also may require any User 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 User's plumbing system poses a high health hazard. A high health hazard is defined by the TCEQ 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 User 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 TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. This test will be performed by the District's operator or its subcontractor and the cost will be \$60.00 for single family residential Users and \$140.00 for all other Users, which is due and payable prior to the test. The User 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 User. 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 Amended 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 Amended Rate Order for reasons other than to eliminate a serious threat to the District's public water system, the User 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 User 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 Amended 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 User fails to provide the testing certificate within this time, the District, in its discretion, may terminate service to the User pursuant to the terms of this Amended Rate Order. The District's operator will retain such reports for a minimum of three (3) years.

E. 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 User 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 User. This customer service inspection will be performed by the District's operator, and the cost will be \$85.00 for single family residential Users and \$165.00 for other Users. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the User must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Amended 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 User 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 User 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 Amended Rate Order. The cost of this final plumbing inspection shall be \$85.00 for single family residential Users and \$165.00 for all other Users. The cost of this final inspection shall be paid by the User 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 User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Amended Rate Order.

F. 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 TCEQ. By accepting service from the District, all Users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any User refuses to allow such annual inspection and testing, service to such User 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 User'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.

G. Notice of Unacceptable Plumbing Practices. The District shall notify the User 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 User 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 User 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 User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

H. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Amended 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 Amended Rate Order, immediately terminate service or, at the User'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 User.

Section 6: Storm Water Regulations

A. District Responsibilities.

(1) Construction Site Inspection. The District may perform construction site inspections within the District's boundaries. The District may issue a Notice of Inspection if there are deficiencies found with any BMP described in the SWPPP. If seven (7) or more days pass and the issues noted in the Notice of Inspection have not been addressed, the District will issue a Notice of Violation for all outstanding deficiencies. The District, at its sole option, will have the deficiencies repaired at the construction site operator's expense.

(2) Illicit Discharge Inspection. The District will perform inspections of User activity that may pose a serious threat to the integrity of the District's surface waters or Conveyance System. A Notice of Violation will be issued to the User responsible for the

illicit discharge. The District, at its sole option, will have the illicit discharge remedied at the User's expense.

B. Construction Site Operator Responsibilities.

(1) Construction Site Operator. The construction site operator is defined as any party performing soil disturbing activities within the district. This includes developers, builders, contractors and their trades.

(2) Compliance with the Construction General Permit TXR150000. The construction site operator is required to be compliant with the current construction general permit TXR150000 issued by the Texas Commission on Environmental Quality (TCEQ). A Storm Water Pollution Prevention Plan (SWPPP) with a SWPPP Narrative as well as a Site Plan with proposed Best Management Practices (BMPs) must be prepared at least seven (7) days prior to commencement of soil disturbing activities. A Notice of Intent (NOI) must be submitted by the Construction Site Operator to the TCEQ at least seven (7) days prior to commencement of soil disturbing activities or as required by the permit. The construction site operator will be responsible for permit required inspections by qualified personnel and the implementation and regular maintenance of all BMPs listed in the SWPPP as required under TXR150000.

(3) Other Construction Site Operator Responsibilities. The construction site operator is responsible for the management, SWPPP compliance, and rate order compliance of all of their subcontractors, trades, suppliers, and agents.

(4) Post-Construction Runoff. Plans for redevelopment or new development greater than or equal to one (1) acre must be approved by the District Engineer. The plans must adequately address Post-Construction Runoff. This includes use of Structural as well as Non-Structural controls.

(5) Failure to Comply. Failure of a construction site operator to comply with these construction site operator responsibilities will be considered a violation of this Rate Order and will subject the construction site operator to penalties as outlined below:

- (a) Failure to obtain permit coverage under TXR150000: **\$1000 Fine**
- (b) Failure to prepare a SWPPP as required under TXR150000: **\$500 Fine**
- (c) Notice of Violation for failure to install or maintain BMPs: **\$100 Fine per incident***

* The District reserves the right to charge the construction site operator for any and all expenses incurred while correcting the deficiencies listed in the Notice of

Violation.

(6) Penalty for Notice of Violation. The failure of a Construction Site Operator to comply with the terms of this Section will be considered a violation of the 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 surface waters, 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 Construction Site Operator's sole cost and expense, install or repair the BMPs necessary to correct the cause of the Notice of Violation. If the District terminates service in order to preserve the integrity of the District's surface waters, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken and all fines/penalties have been resolved. Any and all expenses associated with the enforcement of this Section shall be billed to the Construction Site Operator.

C. District Storm Sewer System User Responsibilities.

(1) User Responsibilities. Pursuant to Title 30, Chapter 311 of the Texas Administrative Code and Title 40, Chapter 122 of the Code of Federal Regulations, the District adopts the following storm sewer regulations, which apply to all users of the District's storm sewer system.

(2) Illicit Discharge. Only runoff composed entirely of storm water or certain allowable non-storm water shall be discharged to the District's storm sewer system. Other discharges are not authorized. A list of allowable non-storm water discharge is as follows:

- (a) water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- (b) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (c) discharges from potable water sources;
- (d) diverted stream flows;
- (e) rising ground waters and springs;
- (f) uncontaminated ground water infiltration;
- (g) uncontaminated pumped ground water;
- (h) foundation and footing drains;
- (i) air conditioning condensation;
- (j) water from crawl space pumps;
- (k) individual residential vehicle washing;

- (l) flows from wetlands and riparian habitats;
- (m) dechlorinated swimming pool discharges;
- (n) street wash water;
- (o) discharges or flows from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (p) other allowable non-storm water discharges listed in 40 CFR ' 122.26(d)(2)(iv)(B)(1);
- (q) non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) or the TPDES Construction General permit (CGP); and
- (r) other similar occasional incidental non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

(3) Detection and Elimination. The District's consultants may perform random testing and/or inspection when the District has reason to believe that an illicit connection exists or that an illicit discharge is occurring. The cost of such inspection will be the sole responsibility of the User. In connection with the inspection, the User shall allow its property to be inspected by the District's consultants during normal business hours for possible illicit connections and other unacceptable discharges which violate this Rate Order. Thereafter, the District may, at the discretion of the District or the District's consultants, periodically inspect a User's drainage system during normal business hours for the purpose of identifying possible illicit connections and other unacceptable discharges which violate this Rate Order.

(4) Failure to Comply. Failure of a User to comply with these User Responsibilities will be considered a violation of this Rate Order and will subject the User to penalties as outlined below:

- (a) Notice of Violation for Illicit Discharge to District Facilities: **\$500 Fine per incident***

* The District reserves the right to charge the User for any and all expenses incurred while correcting the deficiencies listed in the Notice of Violation.

(5) Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of the 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 surface waters, 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 User's sole cost and expense, install the fixtures

or assemblies necessary to correct the illicit connection or unacceptable discharge. If the District terminates service in order to preserve the integrity of the District's surface waters, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken and all fines/penalties have been resolved. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

Section 7: Drainage Facilities And Unauthorized Materials.

Before any non-single family residential connection is made to the District's water, sewage or drainage systems, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the drainage plans for the property for which the connection is sought. Such plans shall clearly show the estimated volume of water and the points of connection to the District's drainage system. A copy of such approved drainage plan with the engineer's approval indicated thereon shall be submitted to the District's operator. Any modification of such drainage plan 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.

It is essential that the District maintain its Drainage Facilities (storm drainage outfalls, storm sewers, storm inlets, ditches, storm sewer manholes and drainage culverts) and ensure that they are kept clear of any objects or debris that may block them and interfere with their intended purpose. Any individual who disposes of trash, other debris, or grass and yard clippings in the Drainage Facilities or who is responsible for the placement of trees or other objects in the Drainage Facilities will be responsible for (1) removing such debris, trees, grass or yard clippings, or other objects and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may terminate service in accordance with this Amended Rate Order or may assess a penalty for such violation in accordance with this Amended Rate Order.

Section 8: Water, Sanitary Sewer, And Drainage Plans and Maintenance and Repairs.

A. Before any connection, other than a single family residential 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 for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the points of connection to the District' 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.

B. It shall be the responsibility of each User to maintain the water, sanitary sewer and storm sewer lines from the home or building to the point that the User's lines connect to the District's systems.

The User will be responsible for repairing problems located outside the easement or on the service line. Repairs by the User shall be completed within a maximum of five working days. In the interest of public safety, however, the District may require immediate repairs. In the case of sanitary sewer line repairs, the User must schedule an inspection of the repaired line with the District prior to backfill. The charge for inspection will be \$65.00.

The User will be held responsible for repairing the line within the required time period. If the User does not timely repair the line, the District can make the necessary repair and charge the User for the cost of such repairs, or the District may discontinue water and sewer service, provided, however, that prior to disconnecting service the District shall give written notice by first class mail or otherwise, to such User, and shall give such User the opportunity to contest, explain or correct the situation at a meeting of the Board of Directors of the District.

Section 9: Platting and Permit Requirements.

A. Permit Requirement. Before any connection is made to the District's System, the person requesting such connection shall provide to the District a copy of: (1) any necessary development or building permit from the County; or (2) a waiver for any development or building permit from the County.

B. Plat Requirement. Prior to initially connecting to the District's water, sewer, or drainage system, any user shall submit to the District's operator proof that the user'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.

C. Street/Road Bond Requirement. Prior to initially connecting to the District's water, sewer, or drainage system, any user shall submit to the District's operator proof that the streets have been accepted by the County or, if not, that a maintenance bond for such streets in favor of the District has been obtained in an amount sufficient as determined by the District.

Section 10: Water and Sewer Rates.

A. User Fees. After the water tap connection is made, each User, whether Single Family Residential or Non-Single Family Residential, within the District shall be charged for service on a monthly basis according to the volume of water used and in accordance with the following schedule:

(1) Water

(a) Single Family Residential and Commercial. Single family residences and commercial establishments shall be billed monthly for water service as follows:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$7.00	Minimum monthly charge per single family equivalent connection (the first 5,000 gallons of usage is included in the base fee)
\$0.65	Water rate per 1,000 gallons metered water for usage between 5,001 and 10,000 gallons
\$1.00	Water rate per 1,000 gallons metered water for usage between 10,001 and 20,000 gallons
\$1.50	Water rate per 1,000 gallons metered water for usage between 20,001 and 40,000 gallons
\$2.00	Water rate per 1,000 gallons metered water for usage over 40,000 gallons

(b) Multi-Family Residential. Multi-family residences shall be billed monthly for water services as follows:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$7.00	Minimum monthly charge per unit (the first 5,000 gallons of usage is included in the base fee)
\$0.65	Water rate per 1,000 gallons metered water for usage between 5,001 and 10,000 gallons
\$1.00	Water rate per 1,000 gallons metered water for usage between 10,001 and 20,000 gallons

\$1.25 Water rate per 1,000 gallons metered water
for usage between 20,001 and 40,000 gallons

\$1.50 Water rate per 1,000 gallons metered water
for usage over 40,000 gallons

(2) Sewer

(a) Single Family Residential and Commercial.

<u>Amount of Payment</u>	<u>Sewer Usage</u>
\$14.00	Per month per single family equivalent connection

(b) Multi-Family Residential.

<u>Amount of Payment</u>	<u>Sewer Usage</u>
\$14.00	Per month per unit

(3) Surface Water Fee. Users (except Public Space Users) shall be billed monthly a per 1,000 gallons of water charge imposed on the District by the West Harris County Regional Water Authority ("WHCRWA"), plus 15%, with the extra 15% to be effective with the first bill sent to customers after January 1, 2010.

(4) Non-Single Family Residential and Non-Taxable Users. The District shall bill to customers discharging non-single family residential waste into the District's sanitary sewer collection system the nonresidential waste charges calculated by the formula contained in the Order Establishing Rules and Regulations Concerning Residential and Nonresidential Wastes ("Waste Order"). In addition, customers discharging non-single family waste into the District's sanitary sewer collection system shall be required to complete a Compliance Application to obtain a Company Waste Permit. Failure to return the Compliance Application as required by the District within forty-five (45) days from the date on the letter notifying the Non-Single Family Residential User or Non-Taxable User will subject such User to water service termination as provided in this Amended Rate Order. Furthermore, all Non-Single Family Residential or Non-Taxable Users who are determined to need a Company Waste Permit shall pay \$85.00 each month as a permitting charge to ensure compliance under permits issued to the Chelford City Regional Wastewater Treatment Plant by the Environmental Protection Agency ("EPA") and the TCEQ.

(5) Public Space Users. Water service will be provided to public esplanades, lakes, recreational areas or green spaces ("Public Spaces") within the District at a rate of \$1.25 per 1,000 gallons of water usage per month. In order to promote conservation of

the District's water supply, however, Public Space users will pay an increased rate to be set by the District if the District determines that the Public Space user's water usage is excessive, inefficient, and/or wasteful.

B. Regulatory Assessment. Pursuant to the Texas Water Code, each user of the District's water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District's charge for water and sewer service. This assessment is included in the rate schedules listed above and will be forwarded to the TCEQ, as required by the Texas Water Code, and used to pay costs and expenses incurred in its regulation of water districts.

C. Enhanced Payment Options. Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to, online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area retail locations. These enhanced payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Amended Rate Order.

Section 11: Temporary Water Service

A. The District's operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon receipt of a written request for temporary water service. Such temporary service shall be supplied only through a District meter installed by the District's operator.

B. The person applying for temporary water service shall be required to deposit \$1,000.00 with the District to secure the payment for water supplied by the District and the safe return of the District's meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit.

C. The monthly fee for temporary water service shall be \$50.00 for costs of installation plus \$2.50 per 1,000 gallons of water used, plus the WHCRWA fees per 1,000 gallons of water delivered through the meter.

Section 12: Surcharge for Service.

In fairness to all Users of land within the District, and to honor its contractual obligations and commitments, the District has the right to monitor the use of water and the discharge of sewage to determine if Users are exceeding the amount of capacity

committed to serve their land or buildings. As one method of enforcement, the District has determined to reserve the right to impose a surcharge on any User who uses water or discharges sewage in excess of the amount reserved to such User or tract. Accordingly, in addition to the other charges specified herein, the District has the right to impose an additional charge of \$0.05 per gallon of water used in excess of one hundred ten percent (110%) of the amount of capacity reserved to the tract by any utility commitment letter.

Section 13: Water Saving Devices. Prior to connection to the District's water system, all structures on which construction begins after September 1, 1991 must have at least one of the water saving devices contained on the list of acceptable devices maintained by the Texas Department of Health.

Section 14: Grease Trap Inspection. For each grease trap installed, there shall be charged a monthly flat rate inspection fee of \$85.00. If the operator is required to re-inspect the grease trap, such re-inspection shall be charged at the same \$125.00 rate.

Section 15: 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 User of the intention to construct or install a swimming pool, a Single Family Residential User shall pay an inspection fee of \$85.00 and a Non-Single Family Residential User shall pay an inspection fee of \$135.00. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are 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.

Section 16: Gasoline Service Station Inspection Requirements. For (i) each new gasoline service station, and (ii) each gasoline service station where services have been discontinued and/or a violation of the District's rules and regulations has occurred, a second sample well shall be required. The second sample well shall be located on the private sanitary sewer service line leading to the District's wastewater collection system where the service line enters an easement or road right-of-way when leaving the private property. The purpose of this second sample well shall be for monitoring to ensure that product from the service station's underground tanks is not entering the private service line, and therefore the District's lines, after the standard sample well near the grease trap or oil and grease separator. Each gasoline service station with one or more monitoring wells shall be required to provide the District with quarterly reports evidencing inspection of the monitoring well(s) to ensure that no product is leaking from the station's underground tanks. If requested, the station operator or owner shall show the District's representative the daily log of product delivered and product sold to ensure that the quantity of product delivered and sold is being properly monitored.

Section 17: Quality of Sewage. All discharges, whether domestic, commercial or industrial, shall be discharged in accordance with the Waste Order.

A. 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 (B) below.

B. Commercial and Industrial Waste. All discharges other than waste described in subsection (A) 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:

- (1) Name and address of applicant;
- (2) Type of industry, business, activity, or other waste-creative process;
- (3) Quantity of waste to be discharged;
- (4) Typical analysis of the waste;
- (5) Type of pretreatment proposed; and
- (6) 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.

C. 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.

D. 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 (C) above.

E. Chelford City Regional Wastewater Treatment Facility Service Area Compliance Monitoring. All users are subject to the discharge limitations shown in Exhibit "D". A user found in violation may be subject to any or all of the following: discontinuance of water service; disconnection and sealing of sanitary sewer connection; liability to the District for expenses in establishing the violation and resolving the cause of the violation; liability to the District for any extraordinary costs of operation of the plant resulting from such discharges; liability to the District for costs borne by the District related to any lawsuit regarding such violations.

Section 18: Termination.

A. The District reserves the right to terminate service to any customer whose account is delinquent in excess of thirty (30) days. Charges for service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any backcharges is received on or before the 30th day after the date of the invoice, such account shall be considered delinquent and a one-time late charge equal to interest of ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect service for failure to pay all charges and Backcharges, including interest by the 30th day after the due date; provided, however, that prior to disconnection services, the District shall send written notice by first class United States mail to the User or entity at the address and provide the User or entity with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of Directors to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the User or entity of the amount of the delinquent bill, the date service will be disconnected or additional service withheld 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. No customer shall be disconnected who has informed the District or the District's operator of his desire to contest or explain his bill. The date specified for disconnection shall be 5 days after the date of the next scheduled meeting of the Board of Directors as shown on the notice and the date for withholding additional service shall be the date of that Board meeting. 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. If the User or entity appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User or entity of the Board's determination by sending written notice by United States first class mail to the User or entity at the appropriate address. If service to a customer is disconnected for failure to pay the District's charges, a reconnection fee of \$50.00 and a \$50.00 security deposit, to be held as assurance of prompt payment of all future charges, shall be collected before service is again connected to such customer.

B. Notwithstanding any provisions of this Rate Order to the contrary, a User or entity may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. A User or entity may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that is due during an extreme weather emergency. Upon receipt of a timely payment schedule request, the District shall provide, in writing, a payment schedule and a deadline for accepting the payment schedule. The District or the District's operator may, at the discretion of the District and/or the District's operator, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations. If a User or entity requests a payment schedule pursuant to this paragraph, the District shall not disconnect the User or entity from service for nonpayment of bills that are due during an extreme weather emergency unless: (1) the payment schedule has been offered and the User or entity has declined to accept the payment schedule in a timely fashion; or (2) the User or entity has violated the terms of the payment schedule. Any preexisting disconnection notices issued to a User or entity for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule made under this paragraph; provided, however, that if: (1) the User or entity does not timely accept a payment schedule offered by the District; or (2) the User or entity violates the terms of the payment schedule, then any suspended disconnection notices may be reinstated. A User or entity who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order. For purposes of this paragraph, "extreme weather emergency" means a period when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. For purposes of this paragraph, an "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

C. Any person, corporation or other entity who violates any provision of this Amended Rate Order or the Waste Order, in addition to being subject to the penalties described in this Amended Rate Order or the Waste Order, shall be subject to having service terminated; provided, however, that prior to disconnecting service for such

violations, the District shall give written notice by first class mail or otherwise, to such person, corporation or other entity, of the pending disconnection, and shall give such person, corporation or other entity the opportunity to contest, explain or correct the violation of the Amended Rate Order at a meeting of the Board of Directors of the District. Such disconnection shall be in addition to penalties that may be imposed by the District in accordance with this Amended Rate Order or the Waste Order.

D. If the District attempts to notify the User of the User's delinquent payment and potential service termination by written notice by first class United States mail, the District will backcharge the User for this notice by \$10.00.

E. Service will be disconnected for any commercial user or non-taxable user who does not return the Compliance Application for a Company Waste Permit within forty-five (45) days of the date of the notification letter. In addition, such users will be subject to penalties described in this Amended Rate Order.

F. Any commercial user or non-taxable who discharges industrial waste into the District's sanitary sewer collection system without obtaining a Company Waste Permit shall be subject to termination of water and wastewater service and subject to penalties described in this Amended Rate Order. Notification of termination of service shall be the same as provided in this Amended Rate Order.

Section 19: Termination of Service Upon Request of User.

Whenever a User of District services temporarily or permanently abandons the structure or building receiving service and no longer wishes to be serviced, he or she shall notify the District's operator at least two (2) days prior to the time he or she desires service to be discontinued. The District shall charge such User \$20.00 for discontinuing and \$20.00 for restoring service if such service is discontinued or restored at the request of the User and he or she is not delinquent in the payment of any bill at the time of the request.

Section 20: Damage Caused by Tampering or Illegal Connections.

If any User connects to the District's water or sewer system, or reconnects service following termination, without the District's authorization, such unauthorized User must pay an additional fee of \$50.00, plus the amount needed to repair any damage to district facilities caused by the unauthorized tap, plus costs incurred by the district for disconnecting the unauthorized tap.

Section 21: Unauthorized Service.

Unauthorized service from the District's water, sewer and drainage system is hereby prohibited. Any costs incurred by the District in terminating unauthorized service, including the removals of the materials used in making the unauthorized connection, will be charged to the user. No service shall be provided by the District until the entire amount of the fine, legal fees and costs incurred by the District and all regular fees for service connection are paid. Unauthorized service is that obtained without the District's prior approval, inspection or installation.

Section 22: Returned Check Charge.

The District will charge a \$25.00 fee to any customer for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check which is returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by this Amended Rate Order.

Section 23: Security Deposit.

For Users that have been disconnected as described above, a one-time non-interest bearing deposit in the amount of \$50.00 shall be required to be paid prior to service being restored. Prior to any subsequent reconnection following termination of service, an additional deposit of \$25.00 shall also be required until such User has a deposit equal to \$100.00. Once the User has a deposit equal to \$100.00, such User shall not be required to pay an additional deposit. The security deposit shall be held by the District as a deposit to assure prompt payment of all charges for service in the future.

Any final payments due to the District upon termination of service will be deducted from the security deposit and remaining funds in the account will be distributed by the Bookkeeper to the User after the disbursement of said funds has been approved by the Board. The Bookkeeper will not refund any security deposit under the amount of \$5.00, unless the User submits a written request.

Section 24: Transfer Fee.

A fee in the amount of \$35.00 shall be charged by the District to all users opening an account to cover the expense to the District for the transfer of service from one User to the subsequent User.

Section 25: Easements.

A. Before service is commenced to any User, 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. The District is not required to provide service until such needed easement is granted.

B. The User must provide the District access to District easements on User's property for the installation, inspection, repair, or maintenance of District facilities located within the easement and for any other purposes for which the easement was granted. Further, any improvements or landscaping in the easement must be removed at User's expense in order for the District to perform the needed work within the easement. Failure to provide access to the District or remove any improvements or landscaping for such purposes will result in termination of water and sewer service to such User in accordance with the procedures for termination in this Amended Rate Order.

Section 26: No Guarantee of Specific Quantity or Pressure of Water.

The District does not guarantee any User any specific quantity or pressure of water for any purpose whatsoever, and all Users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any User at any time.

Section 27: 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.

Section 28: No Free Service.

No free service shall be granted to any user for services furnished by the District's system whether such user be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for service shall be made as required herein.

Section 29: Required Service.

No service shall be given from the District's systems unless such User agrees to take water, sanitary sewer, storm sewer and drainage, except in those instances where the Board determines that all such services are not necessary for the preservation of the sanitary condition of water within the District.

Section 30: Commitment Letters.

Upon written request of a landowner or developer within the District, the Board of Directors may issue utility commitment letters for a period not to exceed six (6) months if, in the Board's judgment, adequate service lines and plant capacity are

available to serve the project for which a commitment has been requested. A utility commitment fee of \$0.04 per gross square foot of the project to be served must be paid prior to issuance of a utility commitment letter. The utility commitment fee will be applied toward the payment of the District's tap fees, if construction of the project has commenced within the commitment period.

Section 31: Sewage Treatment Capacity Reservations.

Any person may make a written request of the District to reserve a specific amount of sewage treatment capacity for use in the future. However, all recipients of reservations or commitments for sewage treatment capacity who enter into contractual agreements with the District shall pay monthly to the District a fee in the amount of \$1.50 per 1,000 gallons of capacity. Recipients shall be billed monthly. Recipients of such reservations or commitments shall not be allowed service from the District until all such monthly fees are paid in full, including any interest owed.

Section 32: Builder Responsibilities.

A. Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the EPA.

B. Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder's reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

C. Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the District's Amended Rate Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

D. Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Amended Rate Order and will subject the builder to penalties in this Amended Rate Order. Further, the District, at its sole option, may perform or have performed any of the builder's responsibilities and

backcharge the builder for the cost. Failure to timely pay a backcharge or to comply with these responsibilities will subject the builder to termination of service in accordance with this Amended Rate Order or withholding of taps in accordance with this Amended Rate Order.

Section 33: User Responsibilities for Maintenance of Privately Owned Detention Ponds.

Users of privately owned detention ponds located within the District are responsible at their sole expense for the operation and maintenance of the detention ponds. Users are responsible for excavating or otherwise maintaining detention ponds to prevent excess silting that would minimize the use of detention ponds for detention or drainage and erosion prevention around detention ponds to prevent unnecessary erosion of silt and dirt into detention ponds. Users are also responsible for mowing, overseeding, fertilizing, cleaning and any other work needed to maintain and control vegetation and or landscaping in and around detention ponds. Failure of any users of privately owned detention ponds to comply with these responsibilities will be considered a violation of this Amended Rate Order and will subject the user to penalties in this Amended Rate Orders. Further, the District, at its sole option, may perform or have performed any of the user's maintenance responsibilities and backcharge such User for the cost. In addition to, or in place of the foregoing, the District may terminate service in accordance with this Amended Rate Order or may assess a penalty for such violation in accordance with this Amended Rate Order.

Section 34: Stormwater Quality Compliance.

Consistent with the requirements set forth in the Texas Pollutant Discharge Elimination System General Permit Number TXR040000, the District has a Stormwater Management Program (SWMP) in effect. In accordance with the SWMP, the District has adopted a Stormwater Guidance Manual setting forth the rules and regulations with which all the storm sewer users of the District's stormwater system must comply.

Section 35: Penalties for Violation.

Any person, corporation or other entity who:

- A. violates any Section of this Amended Rate Order; or
- B. makes unauthorized use of District services or facilities; or
- C. 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

D. uses or permits the use of any septic tank or holding tank within the District; or

E. violates the District's Rules and Regulations Governing Sewer Line and Sewer Connections; or

F. violates the District's Waste Order; or

G. fails to return the completed Compliance Application for a Company Waste Permit within the forty-five (45) day time period; or

H. discharges industrial waste into the District's sanitary sewer system without a Company Waste Permit; or

I. violates the District's Order Adopting Drought Contingency Plan; or

J. violates the District's Order Establishing Rules and Regulations for Use of District Recreational Facilities; or

K. violates the rules and regulations contained in the District's Stormwater Guidance Manual

shall be subject to termination of service in accordance with this Amended Rate Order or a penalty of up to \$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 the other penalties, fees, and charges provided by this Amended Rate Order and the laws of the State and in addition to any other legal rights and remedies of the District as may be allowed by law.

Section 36: Service to Land within the District.

This Amended Rate Order and all of the provisions herein apply only to utility service to land within the District. 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 37: Superseding Orders.

This Amended Rate Order supersedes all prior orders, resolutions, and other actions of the Board concerning fees and charges for water and sewer services and shall be effective from and after the date of its adoption.

[EXECUTION PAGE FOLLOWS]

ADOPTED this 15th day of May, 2023.

DB Cupples
President, Board of Directors

ATTEST:

Curt McDonald
Secretary, Board of Directors

(SEAL)



EXHIBIT "A"

SERVICE AGREEMENT

- I. **PURPOSE.** Mission Bend Municipal Utility District No. 1 (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 a weighted average of 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 Mission Bend Municipal Utility District No. 1 (the "District") and [NAME OF CUSTOMER] (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 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.
- C. 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.
- D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. 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.
- F. 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.

CUSTOMER'S SIGNATURE: _____

DATE: _____

ADDRESS: _____

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.

☐ Not needed at this address

TYPE OF ASSEMBLY

☐ Reduced Pressure Principle

☐ Pressure Vacuum Breaker

☐ Double Check Valve

☐ 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 <input type="checkbox"/>	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

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.	<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 a weighted average of 0.25% 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

License Expiration Date

Exhibit "D"

CHELFORD R.W.T.P. SERVICE AREA COMPLIANCE MONITORING

2022-02-16

rev. 3.1

Parameter(s)	Grab/Composite	REFERENCES(s): 40CFR Part136 and/or "TAC" Acceptable Clean Water Act (CWA) Methods: Approved Method(s) for "CWA" listed in 40CFR Part 136
	Maximum Contaminate Levels (mg/l) - (MCL)	
Temperature F / C	<113F / 45C or >32F / 0C	Sampling Protocols in Accordance to: 40 CFR Part 136 TABLE II: Required Containers, Preservation Techniques, and Holding Times
pH (Units) /	5.5 - 10.5 / Ambient	
Total Suspended Solids (TSS) (mg/l)	400.0 / 200.0	40CFR 433.11e Regulated "TTO" ***Total Toxic Organics (TTO): Equal the Sum of Metals, VOCs, BNA & Pesticides (Combined)
Total Volatile Solids (VSS) (mg/l)	400.0 / 250.0	
Org. Conc. (%)	n/a	
TDS (mg/l)	7,500 / 7,500	
Total Solids	4,000.0	
Volatile Solids	4,000.0	
Chlorides	3,000.0	
Conductance (umhos/cm)	8,000 / 8,000	
Alkalinity as CaCO ₃ (mg/l)	n/a	
Nitrate-N - NO ₃ -N (mg/l)	150.0 / 150.0	
Nitrite-N - NO ₂ -N	75.0 / 75.0	
Ammonia-N - NH ₃ -N (mg/l)	75.0 / 50.0	
T. Kjeldahl Nitrogen-N (mg/l)	90.0 / 65.0	
Total Nitrogen (mg/l)	150.0	
Tot. Phosphorus as (PO ₄) (mg/l)	40.0 / 30.0	
Oil & Grease (mg/l)	300.0 / 300.0	
Chemical Oxygen Demand (mg/l)	800.0 / 800.0	
Biochemical Oxygen Demand-5	500.0 / 400.0	
Silica as SiO ₂	1,000.0	
Sulfate - SO ₄ (mg/l)	1,000.0	
Total Cyanide (mg/l)	2.0 / 1.0	
Total phenols (mg/l)	1.0 / 1.0	
Surfactants (mg/l)	100.0	
EPA 200.8 or EPA 200.7 Metals (Total)		MCL - Conc. (mg/l)
Total Arsenic - As (mg/l)	0.300 / 0.200	
Total Cadmium - Cd (mg/l)	0.100 / 0.050	
Total Chromium - Cr (mg/l)	3.000 / 1.000	
Hexavalent Chromium (Cr+6)	0.010 / 0.010	
Total Copper - Cu (mg/l)	3.000 / 2.000	
Total Lead - Pb (mg/l)	1.000 / 0.500	
Total Iron Fe - (mg/l)	2.00 / 1.50	
Total Manganese - Mn (mg/l)	1.000 - 0.500	
Total Mercury - Hg (mg/l)	<0.0002 ~ N/D	
Total Molybdenum - Mo (mg/l)	0.80 / 0.60	
Total Nickel - Ni (mg/l)	2.000 / 1.500	
Total Selenium - Se (mg/l)	0.200 / 0.100	
Total Silver - Ag (mg/l)	0.100 / 0.050	
Total Zinc - Zn (mg/l)	4.000 / 2.000	
Total Barium - Ba (mg/l)	2.0 / 1.0	
Total Beryllium - Be (mg/l)	0.010 / 0.010	
Total Antimony - Sb (mg/l)	0.020 / 0.020	
Total Aluminum - Al (mg/l)	5.0 / 5.0	
Total Thallium - Tl (mg/l)	0.020 / 0.020	
Calcium - Ca as (CaCO ₃) (mg/l)	2,000.0 / 2,000.0	
Magnesium - Mg as (CaCO ₃) (mg/l)	1,800.0 / 1,800.0	
Potassium - K (mg/l)	2,000.0 / 2,000.0	
Total Hardness as (CaCO ₃) mg/l	2,000.0 / 2,000.0	
Sodium - Na (mg/l)	2,000.0 / 2,000.0	
Total Petroleum Hydrocarbons (mg/l) (C6-35)		MCL - Conc. (mg/l)
Methods: TX-1005 / TX-1006 or Approved Equivalent		
TPH >C6 - C12 (mg/l) ~ Range = Gasoline	15.0 / 15.0	
TPH >C12 - C28 (mg/l) ~ Range = Diesel	15.0 / 15.0	
TPH >C28 - C35 (mg/l) ~ Range = Heavy Oils	15.0 / 15.0	
EPA Method 8260 (VOCs) - Method 624 is Exceptable		MCL - Conc. (ug/l)
Acetone		MONITOR ONLY as Required
*Benzene	50.0 ug/l	
Bromobenzene	50.0 ug/l	
Bromochloromethane	50.0 ug/l	

**Bromodichloromethane (THM)	200.0 ug/l
**Bromoform (THM)	200.0 ug/l
Bromomethane	50.0 ug/l
n-Butylbenzene	50.0 ug/l
sec-Butylbenzene	50.0 ug/l
tert-Butylbenzene	50.0 ug/l
Carbon tetrachloride	50.0 ug/l
Chlorobenzene	50.0 ug/l
**Chlorodibromomethane (THM)	200.0 ug/l
Chloroethane	50.0 ug/l
**Chloroform (THM)	200.0 ug/l
Chloromethane	50.0 ug/l
2-Chlorotoluene	50.0 ug/l
4-Chlorotoluene	50.0 ug/l
1,2-Dibromo-3-chloropropane	50.0 ug/l
1,2-Dibromoethane	50.0 ug/l
Dibromomethane	50.0 ug/l
1,2-Dichlorobenzene	50.0 ug/l
1,3-Dichlorobenzene	50.0 ug/l
1,4-Dichlorobenzene	50.0 ug/l
Dichlorodifluoromethane	50.0 ug/l
1,1-Dichloroethane	50.0 ug/l
1,2-Dichloroethane	50.0 ug/l
1,1-Dichloroethene	50.0 ug/l
cis-1,2-Dichloroethene	50.0 ug/l
trans-1,2-Dichloroethene	50.0 ug/l
1,2-Dichloropropane	50.0 ug/l
2,2-Dichloropropane	50.0 ug/l
1,3-Dichloropropane	50.0 ug/l
1,1-Dichloropropene	50.0 ug/l
*Ethylbenzene	50.0 ug/l
Hexachlorobutadiene	50.0 ug/l
Isopropylbenzene	50.0 ug/l
p-Isopropyltoluene	50.0 ug/l
Methylene chloride	50.0 ug/l
Naphthalene	50.0 ug/l
n-Propylbenzene	50.0 ug/l
Styrene	50.0 ug/l
1,1,1,2-Tetrachloroethane	50.0 ug/l
1,1,1,2,2-Tetrachloroethane	50.0 ug/l
Tetrachloroethene (Perc)	10.0 ug/l
*Toluene	50.0 ug/l
1,2,4-Trichlorobenzene	50.0 ug/l
1,2,3-Trichlorobenzene	50.0 ug/l
1,1,1-Trichloroethane	50.0 ug/l
1,1,2-Trichloroethane	50.0 ug/l
Trichloroethene	50.0 ug/l
Trichlorofluoromethane	50.0 ug/l
1,2,3-Trichloropropane	50.0 ug/l
1,2,4-Trimethylbenzene	50.0 ug/l
1,3,5-Trimethylbenzene	50.0 ug/l
Vinyl chloride	50.0 ug/l
*o-Xylene or (Total Xylenes)	50.0 ug/l
*m-Xylene	50.0 ug/l
*p-Xylene	50.0 ug/l
Methyl-t-butyl ether	50.0 ug/l
Dichlorofluoromethane	50.0 ug/l
**Total Trihalomethanes (TTHM)	800.0 ug/l
* BETX ug/l	MCL ~ Conc. (ug/l)
Benzene	50.0 ug/l
Ethylbenzene	50.0 ug/l
Toluene	50.0 ug/l
o-Xylene or (Total Xylenes)	50.0 ug/l
m-Xylene	50.0 ug/l
p-Xylene	50.0 ug/l

EPA Method 8270 (BNAs) ~ Method 625 is Exceptable

MCL - Conc. (ug/l)

Acenaphthene	10.0 ug/l
Acenaphthylene	10.0 ug/l
Acetophenone	N/D ug/l
2-Acetylaminofluorene	N/D ug/l
1-Acetyl-2-thiourea	N/D ug/l
Aldrin	N/D ug/l
2-Aminoanthraquinone	N/D ug/l
Aminoazobenzene	N/D ug/l
4-Aminobiphenyl	N/D ug/l
3-Amino-9-ethylcarbazole	N/D ug/l
Anilazine	N/D ug/l
Aniline	N/D ug/l
o-Anisidine	N/D ug/l
Anthracene	N/D ug/l
Aramite	N/D ug/l
Aroclor 1016	N/D ug/l
Aroclor 1221	N/D ug/l
Aroclor 1232	N/D ug/l
Aroclor 1242	N/D ug/l
Aroclor 1248	N/D ug/l
Aroclor 1254	N/D ug/l
Aroclor 1260	N/D ug/l
Azinphos-methyl	N/D ug/l
Barban	N/D ug/l
Benzidine	50.0 ug/l
Benzoic acid	N/D ug/l
Benz(a)anthracene	5.0 ug/l
Benzo(b)fluoranthene	5.0 ug/l
Benzo(k)fluoranthene	5.0 ug/l
Benzo(g,h,i)perylene	5.0 ug/l
Benzo(a)pyrene	5.0 ug/l
p-Benzoquinone	N/D ug/l
Benzyl alcohol	N/D ug/l
α-BHC	N/D ug/l
β-BHC	N/D ug/l
δ-BHC	N/D ug/l
γ-BHC (Lindane)	N/D ug/l
Bis(2-chloroethoxy)methane	10.0 ug/l
Bis(2-chloroethyl) ether	10.0 ug/l
Bis(2-chloroisopropyl) ether	10.0 ug/l
Bis(2-ethylhexyl) phthalate	10.0 ug/l
4-Bromophenyl phenyl ether	10.0 ug/l
Bromoxynil	N/D ug/l
Butyl benzyl phthalate	10.0 ug/l
Captafol	N/D ug/l
Caplan	N/D ug/l
Carbaryl	N/D ug/l
Carbofuran	N/D ug/l
Carbophenothion	N/D ug/l
Chlordane (NOS)	N/D ug/l
Chlorfenvinphos	N/D ug/l
4-Chloroaniline	N/D ug/l
Chlorobenzilate	N/D ug/l
5-Chloro-2-methylaniline	N/D ug/l
4-Chloro-3-methylphenol	N/D ug/l
3-(Chloromethyl)pyridine hydrochloride	N/D ug/l
1-Chloronaphthalene	N/D ug/l
2-Chloronaphthalene	N/D ug/l
2-Chlorophenol	N/D ug/l
4-Chloro-1,2-phenylenediamine	N/D ug/l
4-Chloro-1,3-phenylenediamine	N/D ug/l
4-Chlorophenyl phenyl ether	10.0 ug/l
Chrysene	5.0 ug/l
Coumaphos	N/D ug/l
p-Cresidine	N/D ug/l
Crotoxypfos	N/D ug/l
2-Cyclohexyl-4,6-dinitro-phenol	N/D ug/l
4,4'-DDD	N/D ug/l
4,4'-DDE	N/D ug/l
4,4'-DDT	N/D ug/l
Demeton-O	N/D ug/l

Demeton-S	N/D ug/l
Diallate (cis or trans)	N/D ug/l
2,4-Diaminotoluene	N/D ug/l
Dibenz(a,j)acridine	N/D ug/l
Dibenz(a,h)anthracene	N/D ug/l
Dibenzofuran	N/D ug/l
Dibenzo(a,e)pyrene	N/D ug/l
1,2-Dibromo-3-chloropropane	N/D ug/l
Di-n-butyl phthalate	10.0 ug/l
Dichlone	N/D ug/l
1,2-Dichlorobenzene	10.0 ug/l
1,3-Dichlorobenzene	10.0 ug/l
1,4-Dichlorobenzene	10.0 ug/l
3,3'-Dichlorobenzidine	10.0 ug/l
2,4-Dichlorophenol	10.0 ug/l
2,6-Dichlorophenol	10.0 ug/l
Dichlorvos	N/D ug/l
Dicrotophos	N/D ug/l
Dieldrin	N/D ug/l
Diethyl phthalate	10.0 ug/l
Diethylstilbestrol	N/D ug/l
Diethyl sulfate	N/D ug/l
Dimethoate	N/D ug/l
3,3'-Dimethoxybenzidine	N/D ug/l
Dimethylaminoazobenzene	N/D ug/l
7,12-Dimethylbenz(a)-anthracene	N/D ug/l
3,3'-Dimethylbenzidine	5.0 ug/l
α,α-Dimethylphenethylamine	N/D ug/l
2,4-Dimethylphenol	10.0 ug/l
Dimethyl phthalate	10.0 ug/l
1,2-Dinitrobenzene	N/D ug/l
1,3-Dinitrobenzene	N/D ug/l
1,4-Dinitrobenzene	N/D ug/l
4,6-Dinitro-2-methylphenol	50.0 ug/l
2,4-Dinitrophenol	50.0 ug/l
2,4-Dinitrotoluene	10.0 ug/l
2,6-Dinitrotoluene	10.0 ug/l
Dinocap	N/D ug/l
Dinoseb	N/D ug/l
Diphenylamine	N/D ug/l
5,5-Diphenylhydantoin	N/D ug/l
1,2-Diphenylhydrazine	20.0 ug/l
Di-n-octyl phthalate	10.0 ug/l
Disulfoton	N/D ug/l
Endosulfan I	N/D ug/l
Endosulfan II	N/D ug/l
Endosulfan sulfate	N/D ug/l
Endrin	N/D ug/l
Endrin aldehyde	N/D ug/l
Endrin ketone	N/D ug/l
EPN	N/D ug/l
Ethion	N/D ug/l
Ethyl carbamate	N/D ug/l
Ethyl methanesulfonate	N/D ug/l
Famphur	N/D ug/l
Fensulfthion	N/D ug/l
Fenthion	N/D ug/l
Fluchloralin	N/D ug/l
Fluoranthene	10.0 ug/l
Fluorene	10.0 ug/l
Heptachlor	N/D ug/l
Heptachlor epoxide	N/D ug/l
Hexachlorobenzene	5.0 ug/l
Hexachlorobutadiene	10.0 ug/l
Hexachlorocyclopentadiene	20.0 ug/l
Hexachloroethane	10.0 ug/l
Hexachlorophene	N/D ug/l
Hexachloropropene	N/D ug/l
Hexamethylphosphoramide	N/D ug/l
Hydroquinone	N/D ug/l
Indeno(1,2,3-cd)pyrene	5.0 ug/l
Isodrin	N/D ug/l

Isophorone	10.0 ug/l
Isosafrole	N/D ug/l
Kepone	N/D ug/l
Leptophos	N/D ug/l
Malathion	N/D ug/l
Maleic anhydride	N/D ug/l
Mestranol	N/D ug/l
Methapyrilene	N/D ug/l
Methoxychlor	N/D ug/l
3-Methylcholanthrene	N/D ug/l
4,4'-Methylenebis (2-chloroaniline)	N/D ug/l
4,4'-Methylenebis(<i>N,N</i> -dimethyl-aniline)	N/D ug/l
Methyl methanesulfonate	N/D ug/l
2-Methylnaphthalene	N/D ug/l
Methyl parathion	N/D ug/l
2-Methylphenol	N/D ug/l
3-Methylphenol	N/D ug/l
4-Methylphenol	N/D ug/l
Mevinphos	N/D ug/l
Mexacarbate	N/D ug/l
Mirex	N/D ug/l
Monocrotophos	N/D ug/l
Naled	10.0 ug/l
Naphthalene	10.0 ug/l
1,4-Naphthoquinone	N/D ug/l
1-Naphthylamine	N/D ug/l
2-Naphthylamine	N/D ug/l
Nicotine	N/D ug/l
5-Nitroacenaphthene	N/D ug/l
2-Nitroaniline	N/D ug/l
3-Nitroaniline	N/D ug/l
4-Nitroaniline	N/D ug/l
5-Nitro- <i>o</i> -anisidine	N/D ug/l
Nitrobenzene	N/D ug/l
4-Nitrobiphenyl	N/D ug/l
Nitrofen	N/D ug/l
2-Nitrophenol	20.0 ug/l
4-Nitrophenol	50.0 ug/l
5-Nitro- <i>o</i> -toluidine	N/D ug/l
Nitroquinoline-1-oxide	N/D ug/l
<i>N</i> -Nitrosodi- <i>n</i> -butylamine	N/D ug/l
<i>N</i> -Nitrosodiethylamine	N/D ug/l
<i>N</i> -Nitrosodimethylamine	50.0 ug/l
<i>N</i> -Nitrosodiphenylamine	20.0 ug/l
<i>N</i> -Nitrosodi- <i>n</i> -propylamine	20.0 ug/l
<i>N</i> -Nitrosomethylethylamine	N/D ug/l
<i>N</i> -Nitrosomorpholine	N/D ug/l
<i>N</i> -Nitrosopiperidine	N/D ug/l
<i>N</i> -Nitrosopyrrolidine	N/D ug/l
Octamethyl pyrophosphoramidate	N/D ug/l
4,4'-Oxydianiline	N/D ug/l
Parathion	N/D ug/l
Pentachlorobenzene	N/D ug/l
Pentachloronitrobenzene	N/D ug/l
Pentachlorophenol	5.0 ug/l
Phenacetin	N/D ug/l
Phenanthrene	10.0 ug/l
Phenobarbital	N/D ug/l
Phenol	10.0 ug/l
1,4-Phenylenediamine	N/D ug/l
Phorate	N/D ug/l
Phosalone	N/D ug/l
Phosmet	N/D ug/l
Phosphamidon	N/D ug/l
Phthalic anhydride	N/D ug/l
2-Picoline (2-Methylpyridine)	N/D ug/l
Piperonyl sulfoxide	N/D ug/l
Pronamide	N/D ug/l
Propylthiouracil	N/D ug/l
Pyrene	10.0 ug/l
Resorcinol	N/D ug/l

	N/D ug/l
Strychnine	N/D ug/l
Sulfallate	N/D ug/l
Terbufos	N/D ug/l
1,2,4,5-Tetrachlorobenzene	10.0 ug/l
2,3,4,6-Tetrachlorophenol	N/D ug/l
Tetrachlorvinphos	N/D ug/l
Tetraethyl dithiopyrophosphate	N/D ug/l
Tetraethyl pyrophosphate	N/D ug/l
Thionazine	N/D ug/l
Thiophenol (Benzenethiol)	N/D ug/l
Toluene diisocyanate	N/D ug/l
o-Toluidine	N/D ug/l
Toxaphene	N/D ug/l
1,2,4-Trichlorobenzene	N/D ug/l
2,4,5-Trichlorophenol	N/D ug/l
2,4,6-Trichlorophenol	10.0 ug/l
Trifluralin	N/D ug/l
2,4,5-Trimethylaniline	N/D ug/l
Trimethyl phosphate	N/D ug/l
1,3,5-Trinitrobenzene	N/D ug/l
Tris(2,3-dibromopropyl) phosphate	N/D ug/l
Tri-p-tolyl phosphate	N/D ug/l
O,O,O-Triethyl phosphorothioate	N/D ug/l
Polynuclear Aromatic Hydrocarbons (PAHs) ug/l	MCL ~ Conc. (ug/l)
SW8270 Semivolatiles (PHA)	
Polynuclear Aromatic Hydrocarbons (PAHs) ug/l	10.0 ug/l
Method 608 (Pesticides) ~ 8270 is Exceptable	
	< RL - Conc. (ug/l)
Aldrin	N/D ug/l
a-BHC	N/D ug/l
P-BHC	N/D ug/l
o-BHC	N/D ug/l
y-BHC	N/D ug/l
Chlordane	N/D ug/l
4,4'-DDD	N/D ug/l
4,4'-DDE	N/D ug/l
4,4'-DDT	N/D ug/l
Dieldrin	N/D ug/l
Endosulfan I	N/D ug/l
Endosulfan II	N/D ug/l
Endosulfan sulfate	N/D ug/l
Endrin	N/D ug/l
Endrin aldehyde	N/D ug/l
Heptachlor	N/D ug/l
Heptachlor epoxide	N/D ug/l
Toxaphene	N/D ug/l
PCB-1016	N/D ug/l
PCB-1221	N/D ug/l
PCB-1232	N/D ug/l
PCB-1242	N/D ug/l
PCB-1248	N/D ug/l
PCB-1254	N/D ug/l
PCB-1260	N/D ug/l
Total Toxic Organics "TTO"(mg/l)	MCL - Conc. (mg/l)
Total Toxic Organics "TTO"(mg/l)	***1.0