

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 8

Resolution for Amendment of Rate Order

The Board of Directors of Harris County Municipal Utility District No. 8 met at the Board's regular meeting place on August 10, 2016, with a quorum of directors present, as follows:

Edward B. Miller III, President
Scott P. Stephens, Vice President
Jim Mann, Secretary
Janet Rahrig, Assistant Secretary
Jon Strohbehn

and the following absent:

None

when the following business was transacted:

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

Ayes: All directors shown present

Noes: None

The order thus adopted is as follows:

Any order, and amendments thereto, heretofore adopted by the board, providing rates for water and sewer service for customers within the District, is hereby revoked upon the effective date of this order.

The order hereinafter set out shall become **effective August 10, 2016.**

ORDER SETTING WATER AND SEWER SERVICE RATES

Section 1. Definitions

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

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

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

(C) "**Delinquent Bill**" shall mean a bill for water and/or sewer service which has not been paid within twenty (20) days after the date of the bill for the preceding month's service.

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

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

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

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

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

Section 2. Monthly Rates for Water Service

A.	<u>Residential Connections:</u>	
	0 - 4,000 gallons	\$10.00
	Each 1,000 gallons thereafter	\$ 2.50
B.	<u>Commercial Connections:</u>	
	0 - 4000 gallons	\$10.00
	Each 1,000 gallons thereafter	\$ 2.50

- | | | |
|----|---|---------|
| C. | <u>Apartment Connections, per unit:</u> | |
| | 0 - 4,000 gallons | \$10.00 |
| | Each 1,000 gallons thereafter | \$ 2.50 |
| D. | <u>Non-Profit Connections:</u> | |
| | 0 - 4,000 gallons | \$10.00 |
| | Each 1,000 gallons thereafter | \$ 2.50 |
| E. | <u>City of Houston Fee</u> | |

The City of Houston currently assesses a fee upon the District for each 1,000 gallons of water withdrawn by the District, which is subject to increase or decrease at the City of Houston's discretion. Each user of the District water for any purpose, whether builder, single family residential, non-single family residential, or any other type of user, shall be charged, in addition to the water rates set forth above, a separate amount for each 1,000 gallons of water delivered to such user in a billing cycle equal to the amount charged to the District by the City of Houston for each 1,000 gallons of water for that cycle, plus a 10% administrative fee.

The rates provided for in Section 2.C. above shall be applicable to each occupied and unoccupied apartment within an apartment project provided that water to an apartment project may be furnished through a master meter. The minimum rate per apartment unit shall be \$10.00 and rates over the minimum charge shall be calculated by dividing the total number of gallons furnished during the month by the number of units therein, i.e., using the following formula:

$$\frac{\text{Total Number of Gallons Used}}{\text{Total Number of Units in Project}}$$

Section 3. Monthly Rates for Sewer Service

- | | | |
|----|-------------------------------|---------|
| A. | Residential connections: | |
| | 0 - 50,000 gallons | \$20.00 |
| | Each 1,000 gallons thereafter | \$ 0.25 |
| B. | Commercial connections: | |
| | 0 - 50,000 gallons | \$20.00 |
| | Each 1,000 gallons thereafter | \$ 0.25 |
| C. | Apartment connections: | |
| | Per apartment unit | \$20.00 |
| D. | Non-profit connections: | |
| | 0 - 50,000 gallons | \$20.00 |
| | Each 1,000 gallons thereafter | \$ 0.25 |

Section 4. Commercial Wastes

A. Supervision

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

- (i) Discontinuation of the discharge into the district's sewer system in its entirety by action of the discharger or termination of service by the district;
- (ii) Pretreatment to an acceptable condition for discharge into the district's sewer system;
- (iii) Control over the quantities and rates of discharge; and
- (iv) Waste surcharge payments in addition to the basic rate and sufficient to compensate the district for the cost of handling and treating the waste.

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

B. Traps

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

C. Sampling, Testing, Inspection, Application

The district or its duly authorized agent or representative may enter at reasonable times any lands or premises served or proposed to be served by the district's sewer system for the purposes of carrying out and determining compliance with the provisions hereof. Sampling and testing shall be

conducted in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the district's sewer system and the existence of hazards to health, life, limb, or property.

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

D. Maintenance and Inspection of Grease Traps

In order to protect the district's ability to properly treat the waste produced in the district, the district shall have the right to inspect all grease traps operated within the district or pursuant to the contract with the district. Inspection shall be performed by the operator at regular intervals. The consumer shall be charged an inspection fee of \$50.00 for each such inspection. If the operator finds a grease trap that is not being properly cleaned and monitored, the operator shall give written notice to the consumer or responsible party of failure to maintain the grease trap. If the consumer or responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the operator, the operator shall take the necessary action to clean the grease trap and shall bill the consumer or responsible party for the cost of such service.

Section 5. Connection to District's System

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

Section 6. No Reduced Rates or Free Service

All consumers receiving either water or sewer service, or both, from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order; and no reduced rate or free service shall be furnished to any such consumer. The consumer shall, upon being billed therefor, reimburse the District for any and all expense incurred by the District in making repairs to District facilities necessitated by acts or omissions on the part of the consumer, his agents, invitees, and contractors, the need for which repairs shall be determined by the Board of Directors for the District in their sole discretion. Furthermore, the consumer shall reimburse the District for any and all expenses incurred by the District, including reasonable attorneys' fees, in enforcing the terms of this Order.

Section 7. Discontinuing Service for Failure to Pay Bills When Due

District shall have the right to discontinue service and cut off the supply of water to a consumer at any time after his bill becomes delinquent. Prior to termination of service, a consumer

who is delinquent in payment shall be sent a notice that service will be discontinued unless payment in full is received. Notice shall be sent by first class United States mail and will provide the consumer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the board of the District to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the consumer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the right to contest, explain, or correct the charges, services, or disconnection. In the event that a written notice of disconnection is sent to a consumer, a charge of \$6.00 shall be added to the consumer's bill to cover the District's cost of handling.

A reconnection charge of \$30.00 shall be made for restoring water service where such service has been discontinued because of the consumer's failure to pay a bill before delinquent. When a consumer requests reconnection and pays his outstanding charges and reconnection charge, the operator shall check the amount of deposit on account for that consumer's account. If the amount of the deposit is not in the amount of the current requirement, then consumer will be required to post the difference to bring the deposit up to the current level. If the consumer's deposit on account is greater than the current requirement, the District shall not be required to refund the difference. Section 14. under this Order shall govern the amount of the deposit and disposition of same.

Section 8. Discontinuing Service Upon Request of Consumer

Whenever a consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, he shall notify the District's operator at least two days prior to the time he desires such service discontinued. A charge of \$50.00 shall be made for discontinuing and a charge of \$50.00 for restoring water service where such service is discontinued or restored at the request of the consumer and he is not delinquent in the payment of any bill at the time of either request.

Section 9. Penalty for Failure to Pay Bill Before Delinquent

A charge of ten percent (10%) of the amount of the consumer's bill shall be added thereto when such bill has become delinquent.

Section 10. Consumers Not Entitled to Specific Quantity or Pressure of Water

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

Section 11. Water Connections Generally

No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the service-water pipe.

Section 12. Application for Installation of Water Meter with Two-Inch or Less Connection

Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will install such meter.

Section 13. Connection Charges (Tapping Fees) for Water and/or Sewer Service

A. Residential connection charges in the amount of \$550.00 shall be made for every residential connection up to and including a 3/4-inch x 5/8-inch connection, to the District's water distribution system, which charges shall include the meter and meter box and installation thereof. Residential connection charges in the amount of \$850.00 shall be made for every residential connection up to and including a 1-inch connection, to the District's water distribution system, which charges shall include the meter and meter box and installation thereof. For connections of over 1-inch, the District will establish tapping charges by separate order or agreement.

B. Connection charges to a non-taxable entity shall be established by the District on a case by case basis, but shall not exceed the actual costs to the District for construction, installation, and inspection of the tap or connection and for all facilities that are necessary to provide District services to such entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.

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

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

For a sewer connection, the District's operator must be notified prior to the connection being made. After the connection, the District's operator shall again be notified and shall inspect the work at a fee of \$50.00 prior to commencement of sewer service.

Section 14. Meters: Title, Tampering, Maintenance, Setting

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

Section 15. Deposit to Secure Payment

The District's operator is hereby charged to require persons residing in their own home and requesting water and/or sewer service from the District to that home to post a deposit with the

operator of \$100.00 for each connection to the District's system. Persons residing in a home other than one owned by them and requesting water and/or sewer service from the District shall post a \$100.00 deposit with the operator for each connection to the District's system. Owners of apartment units shall be charged a deposit of \$25.00 per unit. A commercial deposit equal to three (3) months of the average bill will be charged for each commercial consumer. Such deposits are solely to secure the payment of charges established by this Order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the consumer and the excess, if any, will be paid to the consumer. No interest will be paid by the District on such deposit.

Section 16. Returned Checks Fee

For all checks returned to the District for insufficient funds, a \$15.00 charge will be added to the bill of the person giving the check.

Section 17. Transfer of Service

For any transfer of service within the District, there is a \$20.00 fee.

Section 18. Builder Inspections

A. Pre-Construction

All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, for an inspection to verify District facilities, and shall pay a \$50.00 fee for such inspection. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make such facilities visible at the expense of the District. A copy of the inspection will be given to the representative of the builder or contractor. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final inspection.

B. Post-Construction

Upon receipt of instructions from a builder to transfer an account to an initial user, the District's operator shall make a final inspection of the property and make note of the condition of all District facilities. The District's operator will repair any damaged District facilities and the builder will be held responsible for all cost incurred. A fee of \$50.00 shall be charged by the District to cover the cost of such inspection and will be collected at the time the tap fee is paid.

Section 19. Plumbing Restrictions; Service Inspection Certification; Service Agreement; Backflow Prevention

A. Plumbing Restrictions

(i) 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.

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

(iii) No connection which allows water to be returned to the public drinking water supply is permitted.

(iv) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988 and prior to January 4, 2014.

(v) Plumbing installed after January 4, 2014, bears the expected labeling indicating $\leq 0.25\%$ lead content.

(vi) 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.

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

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

B. Service Inspection Certification

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

Consumer shall be submitted to the District no later than ten (10) days after the inspection has been completed.

C. Service Agreement

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

D. Backflow Prevention Requirement

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

E. Testing of Backflow Prevention Assemblies

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

F. Enforcement

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

Section 20. Damages to District Facilities

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

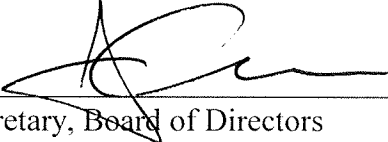
Section 21. Expenses of Enforcement

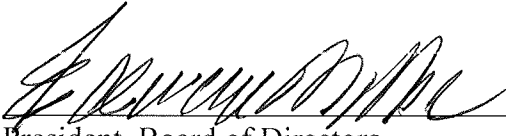
The consumer shall reimburse the District for any and all expenses incurred by the District, including reasonable attorney's fees, in enforcing the consumer's compliance with the terms of this order.

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

Passed and adopted on the date first noted above.

ATTEST:


Secretary, Board of Directors


President, Board of Directors

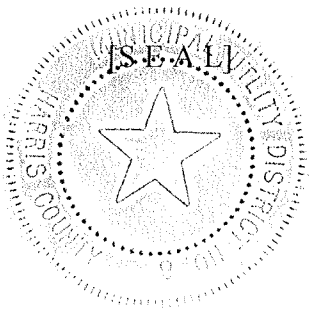


EXHIBIT "A"
Service Inspection Certification

Name of PWS: NAME OF DISTRICT

PWS I.D.No.: _____

Location of Service _____

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

		Compliance	Non-Compliance
(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	☐	☐
(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	☐	☐
(3)	No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.	☐	☐
(4)	No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988 and prior to January 4, 2014.	☐	☐
(5)	Plumbing installed after January 4, 2014, bears the expected labeling indicating $\leq 0.25\%$ lead content.	☐	☐
(6)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	☐	☐
(7)	No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	☐	☐

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

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

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

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

SERVICE AGREEMENT

- I. **PURPOSE.** The NAME OF DISTRICT (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has received a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use installed on or after July 1, 1988 and prior to January 4, 2014.
 - E. Plumbing installed after January 4, 2014, bears the expected labeling indicating $\leq 0.25\%$ lead content.
 - F. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the Service Agreement between the District and the undersigned Customer (the "Customer"):

EXHIBIT "B"

Page 2 of 2

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
 - C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
 - D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

DATE: _____

CUSTOMER'S SIGNATURE _____

CUSTOMER'S NAME (Typed/Printed) _____

SERVICE ADDRESS _____

I, the undersigned Secretary or Assistant Secretary of the Board of Directors of Harris County Municipal Utility District No. 8, hereby certify that the foregoing is a true and correct copy of the amended order setting water and sewer rates for the District, adopted by said Board at its meeting of August 10, 2016, together with excerpts from the minutes of said Board's meeting on that date showing the adoption of said Order, as same appear of record in the official minutes of the Board, on file in the District's office.

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

Witness my hand and the official seal of said District, this the 10th day of August, 2016.



Secretary, Board of Directors

