

CERTIFICATE FOR  
AMENDED ORDER SETTING WATER AND  
SEWER SERVICE RATES, ESTABLISHING TAP FEES,  
ADOPTING RULES AND REGULATIONS CONCERNING DISTRICT'S  
WATERWORKS AND SANITARY SEWER SYSTEM, AND ESTABLISHING  
POLICY WITH RESPECT TO FIRE HYDRANTS, MANHOLES,  
METER BOXES, AND CLEAN-OUT VALVES

THE STATE OF TEXAS  
COUNTY OF HARRIS  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 322

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We, the undersigned officers of the Board of Directors (the "Board") of Harris County Municipal Utility District No. 322 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on October 25, 2017, at 1301 McKinney Street, Houston, Texas, and the roll was called of the members of the Board, to-wit:

Marc Newman, President  
David Howell, Vice President  
Johnny South, Secretary  
Alison "Frizz" McGahan, Treasurer  
Todd Griffin, Assistant Secretary

All members of the Board were present, except the following: Director Griffin, thus constituting a quorum.  
Whereupon among other business, the following was transacted at such Meeting: A written

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

AYES: 4 NOES: 0

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of

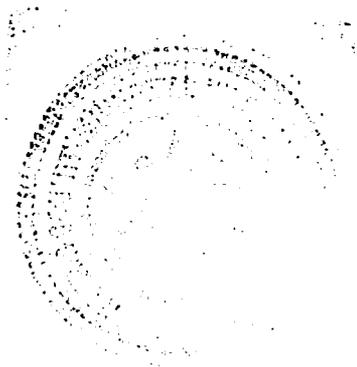
such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, both as amended.

SIGNED AND SEALED this October 25, 2017.

  
Secretary, Board of Directors

  
President, Board of Directors

(DISTRICT SEAL)



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THE STATE OF TEXAS §  
COUNTY OF HARRIS §  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 322 §

WHEREAS, the Board of Directors (the "Board") of Harris County Municipal Utility District No. 322 (the "District") has previously (1) set water and sewer rates sufficient to pay for operation and maintenance of the District's water supply and sanitary sewer system; (2) provided for connections into its water and sanitary sewer collection systems; (3) adopted rules to maintain a safe and adequate sanitary sewer system, protect the sanitary condition of the District's water supply, and prevent waste or unauthorized use of its water supply; and (4) established a policy for the adjustment of fire hydrants, manholes, meter boxes, and clean-out valves by adoption of an Order dated January 26, 1988, which has subsequently been amended and restated;

WHEREAS, the Board deems it appropriate and necessary to amend the rate order to restructure its water and sewer rates, and to restate such order as so amended;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 322 THAT:

I. Connections to District's Waterworks, Sanitary Sewer, and Storm Sewer Systems.

A. Connections Inspected by District Operator; Plans Reviewed by District.  
All water taps, sanitary sewer taps, and storm sewer connections shall be inspected by the District's operator.

Anyone who constructs a swimming pool within the District must submit plans and specifications to the District operator prior to commencing construction. Backwash shall be drained underground to the sanitary sewer, overflows and area drains shall be drained underground to the storm sewer, and a backflow prevention device shall be installed if a connection is made to the water system. Prior to backfilling the backwash line to the sanitary sewer, the pool contractor is to contact the District operator to schedule an inspection. Prior to backfilling the overflow and area drain line to the storm sewer, the pool contractor is to contact the District operator to schedule an inspection.

Notwithstanding anything herein to the contrary, the operator shall make no connection to the District's water or sanitary sewer collection system unless either

- (1) the tract, parcel, or lot of land to be served by such connection is part of an area covered by a development plat duly approved pursuant to article 974a-3, Texas

Revised Civil Statutes, as amended, or pursuant to an ordinance, rule, or regulation relating to such a development plat,

(2) the operator has been presented with or otherwise holds a certificate applicable to such tract, parcel, or lot of land issued by or on behalf of the Planning Commission or City Council of the City of Houston, Texas, under section 4A, article 974a, Texas Revised Civil Statutes, as amended, stating that either a plan, plat, or replat of such tract, parcel, or lot either is not required or has been reviewed and approved by such Commission or council, or

(3) such tract, parcel, or lot was first connected to such system prior to September 1, 1987.

B. Payment of Fees. Anyone desiring a connection to the District's waterworks, sanitary sewer, or storm sewer systems must pay the water tap fee, sanitary sewer tap and inspection fees, or storm sewer inspection fee, as applicable, prior to receiving the connection. The operator shall make no connection into the District's system until the applicable fees are paid.

C. Fees. No fee shall be greater than three times the cost to the District. Subject to such proviso, the fees are as follows:

Water tap fees

3/4-inch residential tap including meter and box	\$500
1-inch residential tap including meter and box	\$900
Commercial	3 times the cost of the tap installation to District.
Taps for parks, green belts, esplanades and other landscape reserves and community association recreational facilities	Cost of the tap to the District

Sanitary sewer tap fees

Residential	\$100.00
Commercial	Cost of the tap to the District, plus 25% of such cost or cost plus \$75, whichever is greater

Taps for parks, green belts, esplanades and other landscape reserves and community association recreational facilities      Cost of the tap to the District

The fee for inspection of sanitary sewer service line from a building foundation to the District's sewer line shall be \$50.00 for residential and \$75.00 for commercial.

The storm sewer connection inspection fee shall be \$75.00.

The swimming pool inspection fee shall be \$50.00.

D. Temporary Meters. The District will install at the request of any builder, contractor, or similar person a special meter attached to any flushing valve within the District to provide a temporary supply of water for construction purposes. Such meter shall be installed upon application and deposit of \$800, which amount shall be applied to payment of the District's water service charge for water actually used and the balance, after deduction of a \$50 installation charge, returned upon disconnection of the meter. No builder, contractor, or similar person shall otherwise draw water from any flushing valve within the District.

## II. Requirements of Homebuilders and Commercial Builders.

A. Commercial Builder Fee. Before beginning development of a commercial project in the District, each commercial builder shall pay the District's bookkeeper a non-refundable fee of \$2,500. The fee shall be applied against any costs incurred by the District in connection with the development of the commercial project, including, but not limited to, the cost of the District's engineer to review plans and specifications and the cost of the District's attorney to prepare capacity commitment letters, easements, consents to encroachment, advance agreements, or other correspondence or documentation in connection with the development. In the event the fee is insufficient, the District's bookkeeper shall notify the builder, and the builder shall provide an additional fee in an amount determined by the District to be reasonable to pay all costs.

B. Approval of Plans and Specifications for Commercial Builders. Before any connection is made to the District's water, sewer, or drainage system, all commercial builders shall submit to the District's engineer for review and approval two sets of construction plans and specifications for the proposed commercial development. In the event a commercial builder alters or changes the plans and specifications after approval by the District's engineer, the commercial builder shall re submit to the District's engineer for review and approval the revised plans and specifications. A copy of the approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any backflow prevention device required by this Order must be located on each potable or irrigation service between the meter and the building foundation or prior to the first branch in the service line and designed and constructed to facilitate maintenance of the installation and inspection. Before installation of a backflow prevention device, a commercial user or swimming pool owner shall submit plans to the District for review and approval to insure compliance with this section.

C. Builder Deposit. Before any water taps, sanitary sewer taps, or inspections shall be made by the District's operator for a builder operating within the District, the

builder shall deposit \$500 with the District. The deposit shall be refunded without interest to the builder at the completion of the builder's building program within the District.

D. Use of Deposit. The District operator shall bill repair costs caused by builder negligence to the builder responsible for the damage. If a builder (1) fails to pay such bills for 60 days or more or (2) is responsible for outstanding bills in an amount greater than \$500, then the District may apply all or any part of the \$500 deposit to pay for the system repairs. Subsequent to the application of a builder's deposit, the operator shall make no additional water taps, sanitary sewer taps, or inspections for such builder until the deposit is re-established in the full amount of \$500 or such greater amount as required by the Board.

E. Adjustments of Manholes, Fire Hydrants, Meter Boxes, and Clean Out Valves. A builder within the District must request that the District operator adjust manholes, fire hydrants, valve boxes, or clean-out valves within 30 days after the purchase of the lot where the manhole, fire hydrant, meter box, or clean-out valve is located.

### III. Inspections.

#### A. Inspection of Backflow Devices.

(1) All backflow prevention assemblies shall be tested by a recognized backflow prevention assembly tester upon installation and certified to be operating within specifications. This inspection shall be conducted prior to the time the operator makes a permanent water connection to the District's system and the District's operator shall be provided with a test report in the form of Exhibit A. At the option of the customer, the District's operator may perform the test, and the cost will be charged to the customer.

(2) Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specifications at least annually. A high health hazard is defined 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. A customer at an establishment which presents high health hazards must provide the District with a test report annually. In the event any establishment fails to provide such a report within thirty days after written notification by the District that such a report is required, the District's operator shall inspect the backflow prevention device and the cost will automatically be charged to the customer's account.

(3) To be a recognized backflow prevention assembly tester, a person shall meet the standards promulgated by the Texas Commission on Environmental Quality (the "Commission").

(4) Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Testers shall include test gauge serial numbers on "Test and Maintenance" report forms.

(5) A test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to the District for record keeping purposes. Should the tester choose to use a report format which differs from that attached hereto as Exhibit "B", it must minimally contain all information required by the report form.

(6) The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

B. Customer Service Inspections.

(1) A customer service inspection certification in the form attached hereto as Exhibit "B" must be completed and delivered to the District: (1) prior to the time the District's operator provides sanitary sewer service or permanent water service to a new connection in the District, (2) within 5 days after an existing customer receives notice from the District that it has reason to believe that cross-connections or other unacceptable plumbing practices exist at his establishment, or (3) within 30 days after any material improvement, correction or addition is made to the private plumbing facilities of any connection.

(2) Individuals with the following credentials shall be recognized as capable of conducting a customer service inspection certification.

a. Plumbing Inspectors and Water Supply Protection Specialists holding license endorsement issued by the Texas State Board of Plumbing Examiners.

b. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold an endorsement granted by the Commission or its designated agent.

(3) It is the responsibility of the customer to obtain the certification. The customer may ask the District's operator to complete sections 1-3 of the certification. The District's operator, at its discretion, may complete sections 1-3 of the certification if it can make such certification in connection with its normal inspections and at no additional cost to the District.

(4) The existence of private plumbing facilities in violation of the District's rules is an undesirable plumbing practice. Upon discovery of any such condition, the District may immediately terminate water service to the connection to protect the integrity of its public water system. Service will be restored only when the source of potential contamination no longer exists or when sufficient additional safeguards have been taken.

C. Firelines. The District, from time to time as it deems necessary, may have its designated representative inspect any firelines, which inspection however shall be during the normal business hours of the establishment being inspected.

D. Customer Requests. Whenever a customer asks the District to inspect its lines and facilities and the inspection shows that the customer's problem arises from his private sewer or water lines, and not the District's, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District. Whenever the District is required to reinspect a grease and lint trap because the first inspection showed a violation of the district's rules and regulations, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District, in addition to any other penalty or cost which may be assessed against such customer hereunder.

#### IV. Customer Rates, Deposits, and Service Agreements.

A. Deposit and Application Fee. The District operator shall collect a security deposit of \$95.00 on each owner-occupied residential connection or reconnection in the District and a security deposit of \$195 on each rented residential connection or reconnection in the District. In all cases, the District operator shall collect a nonrefundable application fee of \$20.00. The District operator shall collect a security deposit of \$100.00 on each new commercial connection or reconnection in the District. The balance of any deposit remaining after payment of delinquent bills shall be refunded, without interest, when the resident or commercial establishment discontinues District service. If a resident or commercial establishment is delinquent in payment of amounts owed the District for 30 days or more, then the District may apply all or part of the deposit to its operating fund against the amount owed the District.

B. Rates. Each water connection shall be charged for water supply as set forth in this section. Each sewer connection shall be charged for sewer service as set forth in this section. The District's water and sewer rates as set forth below include the regulatory assessment the District is required to charge each connection and to pay the Commission.

MONTHLY RATES

(prorated for the portion of the month service is provided for new and voluntarily terminated accounts.)

<u>Each Single Family Residential Connection</u>	Minimum (usage up to 2,000 gallons of water)	\$33.50 (includes water, sewer, garbage and recycling collection)
	Usage between 2,001 to 10,000 gallons of water	Add \$1.85/1,000 gallons in excess of 2,000 and less than 10,001
	Usage between 10,001 to 20,000 gallons of water	Add \$2.25/1,000 gallons in excess of 10,000 and less than 20,001
	Usage over 20,001 gallons of water	Add \$3.00/1,000 gallons in excess of 20,000
<u>Commercial and Institutional (including schools and churches), and commercial irrigation</u>	Minimum	\$20.00 (includes water and sewer)
	Each 1,000 gallons of water used	\$3.50/1,000 gallons
<u>Multifamily</u>	Minimum 2,000 gallons per unit	\$22 (includes water and sewer and security)
	Usage between 2,001 to 10,000 gallons of water per unit	Add \$1.85/1,000 gallons in excess of 2,000 and less than 10,001
	Usage between 10,001 to 20,000 gallons of water per unit	Add \$2.25/1,000 gallons in excess of 10,000 and less than 20,001
	Usage over 20,001 gallons of water per unit	Add \$3.00/1,000 gallons in excess of 20,000
<u>Recreational Facilities</u>	Minimum	\$20.00 (includes water and sewer)
	Each 1,000 gallons of water used	Rate charged by Harris County Municipal Utility District No. 358 to the District
<u>Parks, green belts, esplanades and other landscape reserves</u>	Minimum	\$0 (includes water only)
	Each 1,000 gallons of water used	Rate charged by Harris County Municipal Utility District No. 358 to the District

The grease trap inspection fee shall be \$50.00

C. North Harris County Regional Water Authority Fee. The District will add a surcharge to the monthly water service rate equal to the well pumpage fee that is charged by the North Harris County Regional Water Authority. This will be a separate line item on the bill. For Commission reporting purposes, 40% of the residential water, sewer, garbage and recycling collection fee shall be treated as revenue for the provision of water service, and 60% shall be treated as revenue for the provision of disposal services. For Commission reporting purposes, 60% of the commercial and institutional and recreational facilities fee shall be treated as revenue for the provision of water service, and 40% shall be treated as revenue for the provision of disposal services.

D. Surcharge for Service. In fairness to all users of the District's system 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 customers are exceeding the amount of water and sewer capacity committed to serve their land or buildings. As one method of enforcement, the District reserves the right to impose a surcharge on any customer who uses water or discharges sewer 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 a utility commitment letter.

E. Service Agreements with Customers. Prior to receiving permanent water service (upon initial completion of an improvement in the District, upon reinstatement of water service after a turn-off, or upon transfer of water service to a new customer), the customer must execute and deliver to the District's operator a service agreement in the form attached hereto as Exhibit "C".

F. Solid Waste and Recycling Carts. Each residential customer is responsible for his or her Polycarts and any retained Recycling Container (together, the "Carts"), except for normal wear and tear or loss or damage resulting from District contractor's handling of the Carts. Any Carts removed from a residential unit shall be deemed lost, and the District shall be entitled to charge the customer the cost of any damaged or lost Carts. Additional Carts may be available at an additional cost to be paid by the customer.

G. Returned Check Fee. If payment of any fee is by check and the check is not honored by the bank for any reason, the customer will be charged a handling fee of \$25.

#### V. Delinquent Accounts.

The District shall bill each customer for services rendered on a monthly basis. All bills shall become delinquent if not paid within 20 days of the billing date. A penalty of 10% will be added to all delinquent bills. If a bill is delinquent for 30 days, the District shall discontinue the delinquent customer's water in accordance with the following paragraphs.

After the 30-day delinquency period, a delinquent customer shall be notified of the delinquency and the date on which water service shall be terminated if the account is not paid. The termination date shall be not less than five days from the date the notice is sent. The

notice shall state the place and time at which the account may be paid. The notice shall state that the customer has the right to appeal the termination by calling the District operator at the telephone number given or appearing at the District operator's office at the address given. The notice shall further state that in the event the District operator is unable to resolve the complaint, the complaint may be presented to the Board of Directors of the District in person or in writing at its next regular meeting. The date, time and location of such meeting shall be given. A similar notice shall be left by the District operator on the door at the address where service was provided.

The District operator shall have the authority to correct any errors in billing. In the event the District operator is unable to resolve a billing complaint, it shall notify the customer that he or she has the right to address the complaint to the Board at the next meeting and water termination will be delayed until then. The District operator will not terminate the service of such customer until the day following the Board meeting.

In the event service is discontinued to a delinquent customer, payment of the unpaid account, including any penalty and the charge for discontinuation and restoration of service, shall be made in cash, cashiers check, or money order prior to restoration of service.

Notwithstanding anything else in this section, the District operator shall not provide service to a customer whose service has been discontinued until the security deposit in the amount of \$95 for owner-occupied residential customers, \$195 for rented residential customers, and \$100 for commercial customers is re-established in the full amount of \$95, \$195 or \$100, as the case may be, or such greater amount as required by the Board.

#### VI. Discontinuation of Service.

A. Discontinuation. The District may discontinue service at the customer's request, due to a customer's delinquency in payment of water bills or taxes, or due to an abuse of the District's system. The District shall provide notice of the discontinuation which the Board determines to be appropriate to the circumstances.

B. Charges for Disconnection and Reconnection. If service is discontinued, the District shall charge the following:

1. Residential customers - \$20.00 to discontinue \$20.00 to restore
2. Commercial customers - \$25.00 to discontinue \$25.00 to restore

C. Charges for Removal and Reinstallation of Water Meter. If the District is required to remove a water meter to enforce its rules regarding District facilities, the District shall charge \$40.00 to remove the meter and \$40.00 to reinstall the meter.

## VII. Rules, Regulations and Policies.

A. Adoption. The Board hereby adopts the Rules and Regulations Governing Waterworks and Sanitary Sewer System, attached hereto as Exhibit "D" and the Policies Governing Garbage and Recycling Collection, attached hereto as Exhibit "E." Notice of adoption of rules and regulations shall be published as required by law.

B. Penalties. The Board hereby sets the following civil penalties for breach of any rule or regulation of the District: Unless the Board determines that there are extenuating circumstances warranting a lesser penalty, the violator shall pay the District twice the costs that the District has sustained due to the violation, up to \$5,000, but in no event will the penalty be less than \$1,000. A penalty under this section is in addition to any other penalty provided by the law of this state and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorney's fees shall be fixed by the court. For purposes hereof, each day's violation shall be considered a separate violation.

C. Abuse of System. The Board hereby deems the violation of any rule, regulation, or policy of the District an abuse of the District's system, and the District reserves the right to discontinue service to prevent the continuation of such abuse.

D. Reimbursement of Costs. Whenever the District incurs any non-scheduled out-of-pocket cost (including any such cost billed to the District by its operator, attorneys, or engineers) arising out of (1) the failure of a customer to comply with the District's rules, regulations and policies, as stated in this rate order or as otherwise announced, or (2) the request of a customer for an inspection or other service call which is the result of the customer's improper maintenance, or (3) efforts to collect amounts due and owing to the District and not paid to the District on a timely basis, or (4) any other negligent or improper action on the part of the customer, the District may bill the customer, and the customer shall promptly reimburse the District for such cost.

## VIII. General Policies.

A. All Services Charged. The District shall not provide free water or sewer service to any person, firm, corporation, or organization.

B. Other Utilities. Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies shall contact the District's operator to file such companies' construction plan and schedule and to review the engineering plans illustrating the location of District lines.

C. Implementation of Order. This Order is effective with the commencement of the billing cycle immediately following adoption of this order by the Board. The President or Vice President or Secretary or Acting Secretary of the Board are authorized to do all things necessary and proper to evidence the Board's adoption of this Order and to carry out the intent hereof.

\* \* \*



Sample 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	Certificate of Compliance on File
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<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"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014. Plumbing installed after January 4, 2014 bears the expected labeling indication <.25% lead content.	<input type="checkbox"/>	<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"/>	<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

Sample Service Agreement

- I. **Purpose.** Harris County Municipal Utility District No. 322 is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before Harris County Municipal Utility District No. 322 will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
  
- II. **PLUMBING RESTRICTIONS.** The following undesirable 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 exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014. Plumbing installed after January 4, 2014 bears the expected labeling indication <.25% lead content.
  
  - 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 Harris County Municipal Utility District No. 322 (the “Water System”) and Name of Customer (the “Customer”).
  - A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.

- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

\_\_\_\_\_  
 Customer's Signature

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

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

**EXHIBIT D**  
**RULES AND REGULATIONS**  
**GOVERNING**  
**WATERWORKS AND SANITARY SEWER SYSTEM**

The following regulations (the “Regulations”) govern the installation of water main taps and sanitary sewer connections, discharges to the sanitary sewer system within Harris County Municipal Utility District No. 322 (the “District”), and prohibited plumbing practices:

**I. GENERAL**

- A. The fee for making a connection to the District’s water mains and for inspection of connection to its sanitary sewers shall be as set out in the District’s Order Setting Water and Sanitary Sewer Service Rates, Establishing Tap Fees, Adopting Rules and Regulations Concerning District Waterworks and Sanitary Sewer System, and Establishing Policy with Respect to Fire Hydrants, Manholes, Meter Boxes, and Clean-Out Valves. No taps shall be made or service rendered until such fees and a sanitary sewer connection security deposit in the amount of \$75 is paid. Tap and inspection fees for other than the above described connections shall be fixed by the Board of Directors of the District (the “Board”) at the time the connection is proposed. The sanitary sewer connection security deposit shall be returned after the operator has inspected and approved the sewer line connection as provided below.
- B. All connections to the District’s water mains and sanitary sewers shall be made by the District’s operator or a contractor designated by the operator. The water line connection shall include the furnishing and installing of the service saddle, water service line, water meter, and water meter vault. Sanitary sewer connections shall be made as hereafter provided.
- C. The connections to the District’s water mains and sanitary sewers may be made at different times.
- D. An Application for Water Main Tap must be filed prior to such tap being made. A copy of the Application form is attached to these Regulations. Additional Application forms are available from the District’s operator.

**II. SERVICE LINES**

- A. The “service line” is defined as the sewer line from the foundation of the house or commercial building to the sewer line owned by the District.
- B. Only one service line may be connected to the District’s sanitary sewage collection system for each residence or commercial building.

C. The following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line must consist of the following material or other material approved by the District's engineer.

1. Vitrified clay pipe conforming to ASTM Specifications C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.

2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

3. Poly-vinyl-chloride (PVC) pipe conforming to ASTM Specification D3034 or ASTM Specification F758 (with UL Listing) and installed according to ASTM D2321.

4. Ductile-iron Pipe conforming to ANSI A21.51 with rubber gasket joints conforming to ANSI A21.11, and installed according to manufacturer's recommendations.

5. Acrylonitrile-butadiene-styrene (ABS) pipe, material conforming to ASTM Specification D2751.

D. Minimum sizes of service lines shall be as follows:

1. Residential --- 4-inches in diameter

2. Commercial --- 6-inches in diameter

E. Minimum grades for service lines shall be as follows:

1. 4-inch pipe --- one foot drop per hundred feet (1%)

2. 6-inch pipe --- six inches drop per hundred feet (0.5%)

3. 8-inch pipe --- four inches drop per hundred feet (0.33%)

F. Maximum grades for service lines shall be as follows:

1. 4-inch pipe --- two and one-half feet drop per hundred feet (2.5%)

2. 6-inch pipe --- one and one-half feet drop per hundred feet (1.5%)

3. 8-inch pipe --- one foot drop per hundred feet (1%)

G. All service lines must be constructed to true alignment and grade. Warped and sagging service lines will not be permitted.

III. CONNECTION OF BUILDING SEWER OUTLET TO SERVICE LINES

- A. Building tie-on connection must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- B. Water-tight adapters of a type compatible with the materials being joined must be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- C. The District has provided wyes or stacks on all sanitary sewer lines and these existing wyes or 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.
- D. In all cases where the District's sanitary sewer line is on the opposite side of the street from the connection, the District has provided cross street runs generally at alternate lot corners. Connections shall be made to these cross street runs and not at any other location.

IV. FITTINGS AND CLEANOUTS

- A. No bends or turns at any point will be greater than 45 degrees.
- B. Each horizontal service line must be provided with a cleanout at its upper terminal; and each such run of piping which is more than 90 feet in length must be provided with a cleanout for each 90 feet, or fraction thereof, in the length of such piping.
- C. Each cleanout must 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 must be installed vertically above the flow line of the pipe.
- D. Cleanout must be made with air-tight mechanical plug.

V. CONNECTION PERMIT

- A. An Application for Sanitary Sewer Service must be filed prior to construction on the service line and the \$75 security deposit must accompany this Application. The water tap fee, sewer inspection fee, and security deposit must all be paid at the same time. This \$75 deposit will be returned after the sanitary sewer connection has been inspected and approved by the District's operator. A copy of the Application form is attached to these Regulations. Additional application forms are available from the District's operator. Construction of the service line must not begin until authorized by the District operator. During construction of the service line, the line shall be plugged at the end of each construction day

until the line has been completed and tied to both the house or commercial building and the District's system.

- B. If a builder desires, he may make a one time \$375 deposit covering all houses he is building or intends to build within the District. This \$375 deposit will be in lieu of the requirement of a \$75 security deposit per application for each house such builder is building. The District's operator shall carefully monitor the building of all houses covered by such \$375 deposit to make sure that the sanitary sewer connection at each such house has been inspected and approved by operator prior to its being covered. In any instance in which this procedure is not followed, the operator shall require the builder to uncover the sanitary sewer connection so that it may be inspected. Any cost to the District for additional inspections or other work resulting from a violation of this requirement shall be deducted from the \$375 security deposit and the builder shall be billed for such amount as necessary to fully restore the \$375. The District's operator will not approve a water tap for any such builder until such builder's security deposit has been reestablished at the full \$375 amount.
- C. The operator will inspect all service lines to establish that they were installed in accordance with these Regulations. The \$75.00 security deposit shall be forfeited if inspection and approval of the service line has not been made prior to commencement of service. Any cost to the District for additional inspections or other work shall be deducted from the \$75.00 security deposit and the remaining amount shall be refunded to the customer. If the additional costs exceed the \$75.00 security deposit, the customer shall be billed for the remaining amount.
- D. 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. Request for inspections shall be made to the District's operator at least 24 hours in advance of the time such inspection is desired.
- E. The physical connection to the District's sewer main must 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.
- F. Backfilling of the service line trench must be accomplished within 24 hours of inspection and approval. No debris will be permitted in the trench.
- G. A connection permit will be granted after inspection confirms that all requirements of these Regulations have been met. The security deposit will then be refunded except in those instances covered by the \$375 builder deposit. In such cases, the \$375 deposit will be refunded when the builder finishes his building program within the District.

VI. EXCLUDED FLOW AND WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sewage facilities, including mud and debris accumulated during service line installation.
- B. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- C. Swimming pool connections will not be made to the District's storm sewer system.
- D. During or after construction of any part of the District's sewer collection system and prior to such part actually being placed in service, such part of the system shall be plugged so that no foreign material in such part will enter the rest of the system or the District's treatment facilities.

VII. PROTECTION OF DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM.

- A. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or injure, deface, or destroy any facilities that are a part of the District's waterworks and sanitary sewer system, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the Cypress-Fairbanks Volunteer Fire Department shall have the right to use such flushing valves for fire protection purposes.
- B. It shall be unlawful for any person to connect any building to the waterworks system without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful to draw water from the waterworks system without being metered, including the unauthorized use of a flushing valve or unmetered water taps.
- C. It shall be unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's waterworks and sewer system any debris or foreign substance that would interfere with the proper and routine functioning thereof.

VIII. PROHIBITION ON USE OF LEAD

- A. The use of pipes and pipe fittings that contain more than 0.25 percent lead or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water system and for installation or repair of any plumbing in a residential or nonresidential facility providing

water for human consumption and connected to the District's water system. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe.

IX. PROHIBITION ON DIRECT OR CROSS CONNECTIONS

- A. No establishment in the District shall contain an actual or potential contamination or system hazard without an air gap separation between the drinking water supply and the source of potential contamination. Where the containment air gap is impractical, reliance may be placed on individual "internal" air gaps or mechanical backflow prevention devices. Under these conditions, additional protection shall be required at the meter in the form of a correctly operating backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health. Such backflow prevention devices must be tested and repaired as necessary, as specified in the Order.
- B. Water from a condensing, cooling or industrial process or any other system of nonpotable usage over which the District does not have sanitary control cannot be returned to the District's potable water supply.
- C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 322

Mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION FOR WATER MAIN TAP  
(Please Print or Type)

MAKE CHECK PAYABLE TO: Harris County Municipal Utility District No. 322

\_\_\_\_\_  
(Name of Applicant) (Lot) (Block) (Section)

\_\_\_\_\_  
(Water Service Address) (Phone) (City) (State) (Zip)

Purpose for which water is to be used: \_\_\_\_\_  
\_\_\_\_\_

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

Date Applicant requests service initiated: \_\_\_\_\_

Address to which Bills are to be mailed: \_\_\_\_\_

Square feet in parcel served: \_\_\_\_\_ Square feet of net leasable space above ground level:  
\_\_\_\_\_

Meter size requested: \_\_\_\_\_ inches dia.

Applicant must attach sketch of building layout and proposed location of water service line.  
\_\_\_\_\_

FOR DISTRICT USE ONLY

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

Date Permit Granted and Construction Authorized: \_\_\_\_\_

Connection Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Water Tap made: \_\_\_\_\_

Certified as properly made by \_\_\_\_\_  
(District Operator)

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 322

Mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION FOR SANITARY SEWER TAP  
(Please Print or Type)

MAKE CHECK PAYABLE TO: Harris County Municipal Utility District No. 322

\_\_\_\_\_  
(Name of Applicant) (Lot) (Block) (Section)

\_\_\_\_\_  
(Sewer Service Address) (Phone) (City) (State) (Zip)

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_  
(Signature)

Date Applicant requests service initiated: \_\_\_\_\_

Address to which bills are to be mailed: \_\_\_\_\_

MAIL REFUND TO: \_\_\_\_\_  
(Name) (Address)

Applicant must attach sketch of building layout and proposed location of water service line.

FOR DISTRICT USE ONLY

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

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

Connection Information:  
WYE :Location \_\_\_\_\_  
Stack Location \_\_\_\_\_  
Manhole Location \_\_\_\_\_

Date Sanitary Sewer Tap Made Tap made: \_\_\_\_\_

Date of Inspection: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

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

Certified as properly made by \_\_\_\_\_  
(District Operator)

## EXHIBIT E

### POLICIES GOVERNING GARBAGE AND RECYCLING COLLECTION

The following policies (the “Policies”) govern the collection of garbage and recycling within Harris County Municipal Utility District No. 322 (the “District”), and prohibited practices. The District’s contractor for collection of trash is Waste Management of Texas, Inc. (“Contractor”).

#### 1. DEFINITIONS:

- 1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 40 pounds.
- 1.02. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length or three (3) inches in diameter. The term "Brush" also specifically excludes debris resulting from services of a Commercial Service Provider.
- 1.03. **Bulky Waste:** White Goods, furniture, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.04. **Contractor:** Waste Management of Texas, Inc.
- 1.05. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.06. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.07. **Container:** A receptacle with a capacity of at least 18 - 20 gallons but less than 40 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.08. **Customer:** The owner or tenant of a Residential Unit, located within the District.

- 1.09. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.10. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.11. **Garbage:** Solid waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.12. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.13. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities or medical waste generated at a Residential Unit. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.14. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 93 to 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 pounds.
- 1.15. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.16. **Recycling Container:** A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 18 gallons.
- 1.17. **Refuse:** Same as Rubbish.

- 1.18. **Residential Unit:** A residential dwelling within the service area of the District occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.19. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.20. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.21. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
  - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
  - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
  - d) Unacceptable Waste.

- 1.22. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.23. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.24. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, auto parts and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.25. **Unusual Accumulations:** Any Waste placed curbside for collection in excess of the volumes permitted by these Policies.
- 1.26. **Waste:** All Residential Waste to be collected by Contractor described in these Policies. The term "Waste" specifically excludes Unacceptable Waste.
- 1.27. **White Goods:** Refrigerators and freezers which have CFCs removed by a certified technician, stoves and ranges, water heaters, and other similar appliances, swing sets, and bicycles (without tires).

2. **CUSTOMER'S OBLIGATIONS:**

2.01. **Normal Residential Collection Services**

(a) **Residential Waste – Bags, Containers, Bundles:**

- (i) Customer shall be entitled to receive collection of Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart, Bags and Bundles, twice per week. Customer shall be limited to a total of 15 items (the Polycart, Bags and Bundles) per collection day.
- (ii) Customer shall not leave for pick-up by Contractor Construction Debris generated at a Residential Unit by a Commercial Service

Provider. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service Provider, shall be subject to the Bulky Waste limitations set forth herein.

- (iii) Customer shall place the Polycart and up to 4 Bags at the “backdoor” of his or her Residential Unit. The “backdoor” shall be defined as that area that is immediately adjacent to and in front of the Residential Unit’s overhead garage door and/or gate access. The Customer shall place the Polycart and Bags so they are clearly visible to Contractor’s personnel upon approach up to the garage area from the driveway. Customer shall keep access direct and unobstructed from the driveway. Contractor’s personnel shall not be permitted or required to enter any garage or enter any gated enclosure. Customer shall place Bundles within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor’s collection crew and vehicle.

(b) **Bulky Waste Collection:** Customer shall be entitled to once per week collection of Bulky Waste, on the second collection day of each week. Customer shall not leave for collection by Contractor more than two items of Bulky Waste per week or Construction Debris produced by a Commercial Service Provider hired by Customer. Contractor has no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Customer shall place Bulky Waste within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor’s collection crew and vehicle.

(c) **Recyclable Collection Program:** Customer shall be entitled to once per week collection of Recyclables placed in the Polycart designed for recycling or a Recycling Container. Customer must segregate the Recyclable Materials from the remainder of the Residential Waste. Customer shall place the Polycart or Recycling Container in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.

(d) **Carts:** Customer shall be entitled to one (1) green Polycart for solid waste collection and one (1) Polycart with a green lid for Recyclable Material (together, the “Carts”) per Residential Unit; however, the Customer may use a Recycling Container instead of a Cart until the Contractor automates the collection of Recyclable Materials from the Carts. The Carts and Recycling Containers furnished by the Contractor shall remain the property of Contractor. Customer

shall maintain the Carts and Recycling Containers at the location of the Residential Unit where delivered by Contractor. The Customer shall not overload (by weight or volume) a Cart, and shall use the Carts only for their proper and intended purposes. The Customer shall not damage or destroy the Carts.

(e) **Household Hazardous Waste Collection Service**: Customer shall be entitled to residential door to door household hazardous waste collection service of items designated by the Contractor as acceptable for collection. Items acceptable and not acceptable for collection are subject to change. Collection of household hazardous waste shall be in accordance with the procedures specified by the Contractor.

2.02. **Unusual Accumulations Collection**: Customer shall not leave for collection by Contractor Unusual Accumulations. Contractor may charge for the collection of any Unusual Accumulations at a fee mutually agreed to by and between Contractor and Customer.

2.03. **Unacceptable Waste**: Customer shall not leave for collection by Contractor Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

2.04. **Vicious Animals**: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste and recycling collection.

### 3. **COMPLAINTS:**

Customer complaints shall be directed to Contractor. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Customer shall subsequently properly set out Waste.