

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Harris County Municipal Utility District No. 43 of Harris County, Texas, do hereby certify as follows:

1. The Board of Directors of Harris County Municipal Utility District No. 43 of Harris County, Texas, convened in regular session on the 20th day of March, 2008, at one of the regular meeting places, inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Robert Bosworth	President/Investment Officer
Tom Sprague	Vice President
Ernesto Rodriguez	Secretary/Treasurer
Matt Fagerburg	Assistant Secretary/Treasurer
Kathleen Harrison	Director

and all of said persons were present except Director ~~Bosworth~~ ^{Rodriguez}, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

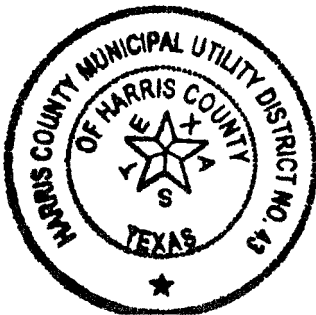
AMENDED RATE ORDER

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

2. That 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; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 20th day of March, 2008.

(SEAL)




Assistant Secretary, Board of Directors

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 43
OF HARRIS COUNTY, TEXAS**

**AMENDED RATE ORDER
(Effective March 1, 2008)**

WHEREAS, Harris County Municipal Utility District No. 43 owns and operates a water and sewer system which serves residential and commercial establishments within the District and contracts for the collection of trash and garbage from residences within the District; and

WHEREAS, the Board of Directors wishes to provide rates and charges and other terms and conditions on which such services will be provided; Now, Therefore

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 43 THAT:

I. DEFINITIONS:

When used in this order, the following words or phrases shall have the meanings indicated below:

- a. "Single Family Residential User" - means a user of the District's system that consists of one residence designed for use and occupancy by a single family unit.
- b. "Multi-Family and Commercial User" - means any user of the District's system other than a Single Family Residential User, a Non-Taxable User or a Civic Association, including, but not limited to, commercial establishments and multi-family dwelling units.
- c. "Non-Taxable User" - means a user of the District's system that is exempt from ad valorem taxation, such as a church or a school.
- d. "Civic Association" - means an organization that owns or operates community recreational facilities within the District.
- e. "Business Day" - means a day other than a Saturday, a Sunday or a day on which banks are authorized by law to be closed in the State of Texas.
- f. "Drought Contingency Plan" - means the District's Drought Contingency Plan adopted and enforced concurrently with this Rate Order.

II. WATER:

A. Tap and Inspection Fees.

- 1. All Users Other Than Non-Taxable Users. Prior to connection to the District's water system, a tap fee shall be paid to the District equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, and repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation, except that the tap fee for a 5/8 or 3/4 inch water meter shall be \$758.00,

which is hereby found to be equal to or less than three (3) times the District's actual costs, as described above. The tap fee does not include the customer service inspection fee, which shall be charged in addition to the tap fee as provided in Section XII.D.

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

The builder of any commercial or residential facility, shall deposit, with the District \$1,200 to be held by the District until the completion of any required post-construction inspection.

2. Non-Taxable Users.

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

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

B. Monthly Rates.

1. Single Family Residential.

(a) During construction and prior to initial occupancy, builders shall be charged monthly for water for each single family residential connection as follows:

First 1,000 gals.	\$6.50 (minimum)
All over 1,000 gals.	\$0.75 per 1,000 gals.

(b) After initial occupancy, single family residences shall be charged monthly as follows:

First 4,000 gals.	\$7.50 (minimum)
4,001 to 8,000 gals.	\$1.00 per 1,000 gals.
8,001 to 12,000 gals.	\$1.25 per 1,000 gals.

12,001 to 16,000 gals.	\$1.50 per 1,000 gals.
16,001 to 20,000 gals.	\$1.75 per 1,000 gals.
All over 20,000 gals.	\$2.25 per 1,000 gals.

2. Multi-Family, Commercial, and Non-Taxable. The District shall charge the minimum single family residential rate for water service for each unit. Water usage in excess of 4,000 gallons per unit per month shall be charged at the same rate as single-family residences.
3. Civic Associations. The District shall charge for water service to Civic Associations at the rate of \$1.11 per 1,000 gallons.
4. North Harris County Regional Water Authority ("NHCRWA"). The District shall charge all Single Family Residential User, Multi-Family and Commercial User, Non-Taxable User and Civic Association an additional pro-rata amount based upon the NHCRWA's cost to the District, plus an additional fifteen percent (15%). Such NHCRWA charges may fluctuate without notice. The NHCRWA charge will be itemized on the District's water bill.
5. Above rates are subject to the provisions of the Drought Contingency Plan.

III. SEWER:

- A. Connections. All connections to the District's sewer system shall be made in accordance with the District's Rules and Regulations Governing Sewer House Lines and Sewer Connections, adopted on September 11, 1975, amended on August 10, 1976, and as may be further amended from time to time.
- B. Sewer Inspections. A fee of \$125.00 shall be charged for each single family residence for sewer tap inspections, pre-construction and post-construction utility inspections, and sewer backfill inspections. No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected the connection.
- C. Monthly Rates. All customers shall be charged monthly for sewer service.
 1. Single Family Residential. \$31.75 per month. Builders - \$17.25 per month.
 2. Multi-Family, Commercial, and Non-Taxable. \$17.25 per month per unit.
Builders - \$17.25 per month per unit.
 3. Civic Associations. \$20.75 per month.
- D. Swimming Pool Inspections and Fee. Every User who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an inspection fee of \$25.00. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all

swimming pool drains to verify that the proper connection is made, before service is authorized for said swimming pool.

IV. REGULATORY ASSESSMENT:

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

V. GARBAGE:

Residential Service. The District will provide garbage collection and disposal service to all single family residences. There will be no charge for such service.

VI. BILLING CYCLE AND LATE PAYMENT FEE:

Charges for water and sewer service shall be billed monthly on or about the first day of each month. All bills are due on the 25th day of the month in which they are issued and will be considered delinquent if not paid on or before such date. A late payment charge of \$7.50 will be due the District for any monthly water or sewer bill which is not paid on or before the due date.

VII. TERMINATION FOR NONPAYMENT:

A. The District reserves the right to terminate service to any customer whose account is delinquent. In such event, service shall be disconnected only after sending the customer written notice by first class United States mail and providing the customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of Directors to contest, explain, or correct the charges, services, or disconnection. The notice shall be sent as soon as practicable after the date of delinquency and shall inform the customer of the amount of the delinquent payment, the date service will be disconnected if payment of all outstanding charges is not made, the date, time, and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain, or correct the charges, services, or disconnection. The District's operator shall provide a notarized statement that the notice was so mailed, which shall be prima facie evidence of delivery of same. A customer's service shall not be disconnected if he has informed the District or the District's operator in writing of his desire to contest or explain his bill. If a customer does not inform the District or the District's operator in writing of his desire to contest or explain his bill, the customer's service shall be terminated on the first Business Day after the 20th day of the month following the month in which the account became delinquent. If the customer appears before the Board, in person or by written correspondence, the Board shall hear and consider the matter and inform the customer of the Board's determination whether service will be continued or disconnected by sending written notice by first class United States mail to the customer at the address of the connection.

B. Any person, corporation or other entity who violates any provision of this Rate Order, in addition to being subject to any other penalties described in this Rate Order, shall be subject to having water and sewer service terminated; provided, however, that prior to disconnecting

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

- C. If service to a customer is terminated for nonpayment of a delinquent bill, the customer shall pay a reconnection fee of \$50.00, all outstanding charges on the account (including late payment charges), and an additional \$50.00 security deposit prior to service being restored. The additional security deposit shall be required to be paid each time service is restored following termination of service for nonpayment of a delinquent bill. Payment of fees and charges under this Section must be in the form of cash, cashier's check, or money order.
- D. In the event that the District's operator removes a customer's meter due to unauthorized reconnection of service subsequent to its termination by the District, a reinstatement fee of \$50.00 shall be paid prior to service being restored.

VIII. SERVICE TO UNOCCUPIED PREMISES:

The District further reserves the right to terminate service to unoccupied premises unless the owner thereof has agreed to pay all District charges accruing during the time the premises are unoccupied. If service to such location is terminated, all minimum monthly billing to said location shall cease and no garbage payment shall be made to the District's contracted garbage service. A nonrefundable connection fee of \$50.00 plus a security deposit of \$50.00 as provided in this Rate Order shall be paid prior to service being restored. Payment of fees under this Section must be in the form of cash, cashier's check, or money order.

IX. RETURNED CHECKS:

If a User remits payment by check, the bill shall not be considered paid until the check has been honored by the bank on which the check is drawn.

In the event a User pays monthly service fees, reconnection charges, or other District bills by check and said check is returned unpaid by User's bank for any reason not due to negligence of the District, the User shall be required to pay the outstanding bill in cash, or cashier's check or money order, and additionally, shall be required to pay a service charge in the amount of \$35.00 to compensate the District for its expense in processing the dishonored check.

If a User submits three checks in a period of one year that are returned unpaid by User's bank for any reason not due to negligence of the District, the District will require the User to pay all the outstanding bills and all bills for a period of one year in cash, or cashier's check or money order.

The District shall give any User whose check is returned notice that such check has been returned unpaid by posting a notice on the User's front door. Such notice shall state the place and time at which the account may be paid the billing company's telephone number.

If the District has not given written notice of termination prior to the time of receipt of a check subsequently dishonored, the District shall proceed with termination as provided above, except for

posting notice on the User's front door, charging the \$35.00 for its expense of processing the dishonored check and requiring payment by cash, cashier's check or money order.

If the District has give written notice of termination prior to the time of receipt of a check subsequently dishonored, the District shall terminate service at the later of (a) the date of termination previously specified or (b) seventy-two hours from the time of posting notice as provided above, unless the bill is paid in full in cash, cashier's check or money order.

X. SECURITY DEPOSITS:

- A. A charge of \$50.00 shall be required prior to service being initiated for each owner-occupied, single family residence, including townhouses, connected to the District's system. Such sum shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service. No interest will be allowed on such deposit, which will be refunded upon termination of an account, after deduction of any unpaid fees.

Additional security deposits equal to three times the average monthly billing on the account may be required prior to restoration of service to a customer following termination for nonpayment of a delinquent bill as set forth in this Rate Order.

- B. A charge of \$150.00 shall be required prior to service being initiated for each tenant-occupied, single family residence, including townhouses, connected to the District's system. Such sum shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service. No interest will be allowed on such deposit, which will be refunded upon termination of an account, after deduction of any unpaid fees.

Additional security deposits equal to three times the average monthly billing on the account may be required prior to restoration of service to a customer following termination for nonpayment of a delinquent bill as set forth in this Rate Order.

- C. Security deposits may not be transferred from one customer to another; provided, however, a customer who moves from one address to another within the District may have the security deposit from the account at the previous address transferred to the account at the new address.

- D. A charge of \$200.00 shall be required prior to service being initiated for each commercial connection to the District's system. Additional security deposits equal to three times the average monthly billing on the account may be required prior to restoration of service to a commercial customer following termination for nonpayment of a delinquent bill as set forth in this Rate Order.

XI. REPAIR AND REHABILITATION CONNECTIONS:

Customers requesting connections for existing buildings previously served by the District, with the intention of repairing and/or rehabilitating the building for which the connection is requested will be charged for the District's actual cost of making such connection, rather than the District's standard connection fee, and shall be required to put up a \$100 deposit which shall cover every such customer's repair and/or rehabilitation connection within the District. A customer who becomes delinquent shall not be allowed the benefit of this section following such delinquency.

XII. PLUMBING REGULATIONS; PROHIBITION AGAINST CROSS-CONNECTIONS AND UNACCEPTABLE PLUMBING PRACTICES; PENALTY FOR VIOLATION:

Pursuant to Chapter 290 of the Texas Administrative Code, the District adopts the following plumbing regulations; which apply to all users of the District's potable water distribution system.

- A. Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a User must execute a Service Agreement in the form attached to this Rate Order as Exhibit "A." A one-time service charge of \$15.00 will be charged for the Service Agreement.
- B. Plumbing Fixtures. A User is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- C. Prohibition Against Water Contamination. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.
- D. Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention devices installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a Multi-Family or Commercial User to install a backflow prevention assembly at any meter(s) servicing such User's property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the User's plumbing system poses a high health hazard. A high health hazard is defined by the Texas Commission on Environmental Quality as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a User must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality. The User is solely responsible for the cost of this test.

If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In the event, service will be restored when the backflow prevention assembly has been installed and tested and a signed and dated original of a Backflow Prevention Assembly Test and Maintenance Report in the form attached to this Rate Order as Exhibit "B" has been provided to the District's operator.

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

- E. Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the User. For single family residential service, a licensed plumber, a water supply protection specialist licensed by the Texas State Board of Plumbing, or a certified waterworks operator holding an endorsement from the Texas Commission on Environmental Quality may perform this customer service inspection. For all other types of service, a water supply protection specialist licensed by the Texas State Board of Plumbing or a certified waterworks operator holding an endorsement from the Texas Commission on Environmental Quality may perform the inspection. All fees relating to the customer service inspection shall be paid by the User.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the User must provide the District's operator with a signed and dated Customer Service Inspection Certification in the form attached to this Rate Order as Exhibit "C." The District's operator will retain such inspection certifications for a minimum of ten (10) years. If the District's operator does not perform the initial customer service inspection, the User will need to obtain a final inspection certificate from the District's operator prior to receiving service. In connection with this final plumbing inspection, the User shall allow its property to be inspected by the District's operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. The cost of this final plumbing inspection shall be \$50.00 for Single Family Residential Users and will be determined on an individual basis for other Users. The cost of this final inspection shall be paid by the User prior to the final plumbing inspection. Thereafter, the District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order.

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

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

- G. Notice of Unacceptable Plumbing Practices. The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer service inspection, the final plumbing inspection, any periodic re-inspection, or any other inspection. At its sole cost and expense, the User shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. The User shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.
- H. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in this Rate Order, immediately terminate service or, at the User's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

XIII. PLUMBING MATERIAL RESTRICTIONS:

- A. Prohibition on Use of Specified Materials. The use of the following plumbing materials are prohibited in any and all improvements connected to the District's water system after July 1, 1994:
1. Any pipe or pipe fitting which contains more than 8.0% lead; and
 2. Any solder or flux which contains more than 0.2% lead.

XIV. MISCELLANEOUS PROVISIONS:

- A. Future Adjustments. The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's facilities and the payment of principal and interest on the District's bonds.
- B. No Free Service. No free water or sewer service shall be granted to any user for services furnished by the District whether such user be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein.
- C. No Guarantee of Specific Quantity or Pressure of Water. The District does not guarantee any User any specific quantity or pressure of water for any purpose whatsoever, and all Users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any User at any time.
- D. Drainage Plans. Before any connection, other than a single family residential connection, is made to the District's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the drainage plans for the property for which the connection is sought. Such plans shall clearly show the estimated volume of water and the points of connection to the District's drainage system. A copy of such approved drainage plan, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such drainage plan shall require reapproval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this section.
- E. Platting Requirement. Prior to initial connection to the District's water, sewer, or drainage systems, a single family residential, multi-family residential, or commercial user shall submit to the District's operator proof that the user's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

F. Quality of Sewage.

1. Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to subsection (B) below.
2. Commercial and Industrial Waste. All discharges other than waste described in subsection (a) are prohibited unless the user has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:
 - a. Name and address of applicant;
 - b. Type of industry, business, activity, or other waste-creative process;
 - c. Quantity of waste to be discharged;
 - d. Typical analysis of the waste;
 - e. Type of pretreatment proposed; and
 - f. Such other information as the District may request in writing.

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

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

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

1. violates any Section of this Rate Order; or

2. makes unauthorized use of District services or facilities; or
3. causes damage in any way to District facilities; or
4. causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
5. uses or permits the use of any septic tank or holding tank within the District; or
6. violates the District's Rules and Regulations Governing Sewer House Lines and Sewer Connections; or
7. violates the District's Order Adopting Drought Contingency Plan.

shall be subject to a penalty of up to \$5,000 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law.

APPROVED AND ADOPTED the 20th day of March, 2008.



President, Board of Directors

ATTEST:



Assistant Secretary, Board of Directors

(SEAL)

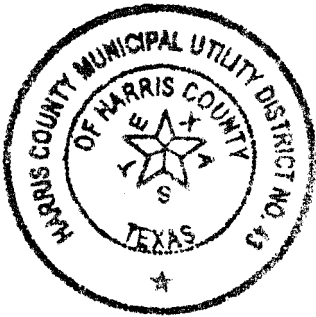


EXHIBIT "A"
SERVICE AGREEMENT

1. **PURPOSE.** Harris County Municipal Utility District No. 43 ("District") is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

2. **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 supply by an air-gap or an appropriate backflow prevention device.
 - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - c. No connection which allows water to be returned to the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District and [NAME OF CUSTOMER] (the "Customer").
 - a. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
 - b. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or any major changes to the private plumbing facilities. These inspections shall be conducted during the District's normal business hours.

- c. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
 - d. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
 - e. Customer shall, at his/her expense, properly install, test and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
 - f. Customer understands and agrees that the District does not guarantee any specific quantify or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.
4. **ENFORCEMENT.** If 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 service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

ADDRESS: _____

EXHIBIT "B"
BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

NAME OF PWS: _____

PWS I.D. #: _____

LOCATION OF SERVICE: _____

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

Not needed at this address

TYPE OF ASSEMBLY

Reduced Pressure Principle
 Double Check Valve

Pressure Vacuum Breaker
 Atmosphere Vacuum Breaker

Manufacturer: _____

Size: _____

Model Number: _____

Located At: _____

Serial Number: _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	_____ psid
Initial Test	DC – Closed Tight <input type="checkbox"/> RF _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did Not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC – Closed Tight <input type="checkbox"/> RF _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name: _____

Certified Tester: _____

Firm Address: _____

Cert. Tester No.: _____

Date: _____

EXHIBIT "C"

CUSTOMER SERVICE INSPECTION CERTIFICATION

Name of PWS: _____

PWS I.D. #: _____

Location of Service: _____

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

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

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

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

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

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

Signature of Inspector	Registration Number
Title	Type of Registration
Date	License Expiration Date