

NEW CANEY MUNICIPAL UTILITY DISTRICT

**ORDER ADOPTING AMENDED RATES AND FEES FOR SERVICES AND RULES
AND REGULATIONS; ESTABLISHING CERTAIN OTHER POLICIES AND
PROVIDING PENALTIES AND VIOLATIONS THEREOF**

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AND REGULATIONS; ESTABLISHING CERTAIN OTHER POLICIES AND
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**STATE OF TEXAS
COUNTY OF MONTGOMERY
NEW CANEY MUNICIPAL UTILITY DISTRICT**

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WHEREAS, the Board of Directors (the "Board") of New Caney Municipal Utility District (the "District") has from time to time adopted certain orders ("Rate Orders") and Rules and Regulations establishing the rates and conditions under which water and sanitary sewer service would be provided; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to amend its Rate Order; NOW, THEREFORE,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF NEW CANEY MUNICIPAL UTILITY DISTRICT THAT:

SECTION 1.1 DEFINITIONS.

The following words or phrases shall have the meanings indicated below:

- a) **"Customer"** – means any customer that uses the District's water and sewer system including, but not limited to, residential (including mobile home and recreational vehicles), commercial (including motels), industrial, or retail establishments, apartments and multi-family dwelling units, churches, schools, recreational facilities, and clubs.
- b) **"Out-of-District Customer"** - means a customer outside the boundaries of the District who has received prior approval for such service from the Board of Director's of the District.
- c) **"Non-Taxable Customer"** - means a customer that is exempt from ad valorem taxation by the District under the Texas Property Tax Code, including, but not limited to, schools and churches.
- d) **"Mobile Home Park"** - means any property that has two (2) or more Mobile Homes.

SECTION 1.2 RATES

On or after the effective date of this Order, the following rates apply to all customers.

- a) **Water In-District Fee:**

Minimum of \$12.00 per unit for First 3,000 gallons
then \$2.50 per 1,000 gallons up to 4,000 gallons
then \$2.75 per 1,000 gallons up to 5,000 gallons
then \$3.00 per 1,000 gallons up to 6,000 gallons
then \$3.25 per 1,000 gallons up to 10,000 gallons
then \$3.75 per 1,000 gallons up to 12,000 gallons

then \$4.00 per 1,000 gallons up to 15,000 gallons
then \$4.25 per 1,000 gallons up to 20,000 gallons
then \$4.75 per 1,000 gallons up to 50,000 gallons
then \$5.75 per 1,000 gallons thereafter

b) **Water Out-of-District Fee:**

Out-of-District Customers shall pay a fee equal to the District's Tax Rate on the property which service is provided in addition to the water rates as set out in Section 1-2a of this Order.

c) **Wastewater (Sanitary Sewer) In-District-Fee:**

Minimum of \$14.00 per unit for First 3,000 gallons;
then \$2.50 per 1,000 gallons up to 20,000 gallons;
then \$3.00 per 1,000 gallons thereafter.

d) **Wastewater (Sanitary Sewer) Out-of-District-Fee:**

Out-of-District Customers shall pay a fee equal to the District's Tax Rate on the property which service is provided in addition to the wastewater (sanitary sewer) rates as set out in Section 1-2c of this Order.

e) **Swimming Pools:**

Sewer rates for the District will not be assessed for the quantity of water used for the filling of the customer's swimming pool. Each customer shall be entitled to only one (1) sewer rate adjustment per year.

The following procedures must be followed prior to customer filling pool:

- 1) Customer must notify the District's office prior to filling the swimming pool.
- 2) The District's agents or employees must read the customer's meter prior to the customer filling the swimming pool and read the customer's meter at the conclusion of filling the swimming pool in order that the District have an accurate record of the quantity of water used by the customer to fill the swimming pool.
- 3) The dimensions of the pool must be given to the District.

f) **Multi-Units:**

Apartments, multiple businesses, or residents on one meter shall pay a minimum water and sanitary sewer charge per unit whether or not occupied.

Reduction in the multi-family charge maybe allowed under the following conditions.

- 1) A vacant apartment building may be removed from the District's billing provided the water line to the building is physically disconnected and plugged on the exterior

of the building in a manner acceptable to the District Plumbing Inspector and said disconnection shall be visible at all times to the District Plumbing Inspector. Individual family units do not qualify for this exemption.

- 2) Trailer and mobile homes spaces must be vacant and the water service line must have all faucets removed and the line capped. The sewer service riser must be capped with at least a 4-inch thick concrete block or glued PVC cap.
- 3) Multiple houses on same water meter must be vacant. The water service line must be physically disconnected and plugged on the exterior of the building in a manner acceptable by the District Plumbing Inspector and said disconnection must be visible at all times to the District Plumbing Inspector.

Any application for reduction in number of units must be made in person at the water district office. Applications are limited to three times per year.

g) **Mobile Home Parks and Multiple Commercial Units with Single Ownership:**

- 1) All Mobile Home Parks and Multiple Commercial Units with Single Ownership must be served by a master meter. No individual meters shall be permitted.
- 2) Upon transfer of ownership of Mobile Home Parks or Multiple Commercial Units with Single Ownership, that does not currently have a master meter; a master meter must be installed and individual meters must be removed prior to the District providing service to the Mobile Home Parks and Multiple Commercial Units with Single Ownership.

h) **Regulatory Assessment:**

Pursuant to Section 5.235, Texas Water Code, as amended, the District shall pay a regulatory assessment to the Texas Commission on Environmental Quality (the "TCEQ") quarterly in the amount required by law on the total charges for retail water and sewer service billed to its Customers quarterly. At the end of each quarter, the Bookkeeper shall prepare a written statement indicating (i) the total charges for retail water and sewer service for the quarter and (ii) the regulatory assessment due and payable to the TCEQ. The District shall collect such regulatory assessment from its Customers through the revenues generated by the water rates adopted in this Rate Order.

i) **Groundwater Reduction Costs:**

In order to obtain the necessary revenues that are required to pay the cost to comply with the Lone Star Groundwater Fees and the San Jacinto River Authority Plan Fees, the District will assess a specific charge to its customers equal to one hundred fifteen percent (115%) of the Lone Star Groundwater Fees and the San Jacinto River Authority Plan Fees per 1,000 gallons of water used, rounded to the nearest cent. The additional fifteen percent (15%) charge represents an administrative charge for and District costs associated with the Lone Star Groundwater Fees and the San Jacinto River Authority Plan Fees and to provide for water pumped and subject to such fees, but not accounted for billings to District Customers.

Each customer's billing statement will include line items reflected and "Lone Star Fee" and "SJRA Fee" or such other similar language. Such fees will be calculated based upon the customer's actual water usage for the previous month (total number of gallons divided by 1,000), multiplied by the current pump age fee assessed by Lone Star and SJRA plus ten percent (10%) rounded to the next highest penny.

SECTION 1.3 DEPOSITS

a) **Customer Deposits:**

All customer accounts are required to have a service deposit. AU deposits shall be held by the District until all water and/or sewer service shall have been terminated. Upon termination of service, the deposit shall be refunded in full providing the current balance owed the District for all water and sewer service shall be paid in full. In the event any outstanding balance exists at the time of termination of service on any account with the District, the customer's deposit will be applied to the outstanding balance.

Deposits from rental properties, mobile homes, and commercial properties shall be refunded at the time termination of water and/or sewer service provided that the sewer connection line is capped and there is not any existing damage to the meter box and current balance owed the District for all water and sewer service is paid in full. All cleanouts must have proper cleanout caps and meter boxes must be installed over meter that is level with the ground prior to termination. The District shall inspect the property to verify that the sewer connection line is capped and there is not any existing damage to the meter box prior to termination. The District shall notify the customer if any repairs are necessary and customer shall make such repairs within three (3) days of notification if not then District shall make necessary repairs and deduct costs from the deposit.

The amount of deposit shall be as follows:

Single-family residence (owned by customer)	\$100.00
Single-family residence (rented by customer)	\$300.00
Commercial, less than 10,000 gallons per month expected consumption per single unit	\$300.00

Commercial, high consumption, over 10,000 gallons per month, or multi-unit (car wash, laundry, food service, service station, apartments, mobile homes, etc.) deposit based on the total of two (2) months average bill of similar business.

b) **Additional Deposit for Rental Properties, Mobile Homes and Commercial Properties:**

An additional \$100 deposit shall be required for rental properties, mobile homes and commercial properties. The additional \$100 deposit may be refundable provided that the sewer connection line is capped and there is not any existing damage to the meter box before termination of service with the District. All cleanouts must have proper cleanout caps and meter boxes must be installed over meter that is level with the ground prior to termination. The District shall inspect the property to verify that the sewer connection line is capped and there is not any existing damage to the meter box prior to termination. The District shall notify the customer if any repairs are necessary and customer shall make such repairs within three (3) days of notification if not then District shall make necessary repairs and deduct costs from the \$100 deposit.

c) **Fire Hydrant Meter Deposit:**

A deposit in the amount of the District's actual cost of a fire hydrant meter shall be charged to anyone requesting a temporary fire hydrant connection. Customer shall be entitled to the remaining balance of their total deposit less any water and sewer service charges owed the District and/or any damages to the Fire Hydrant Meter. In addition Customer shall be held responsible for any theft or damages.

d) **Surety Bond:**

In the event a deposit exceeds \$500.00, a customer may post a surety bond in lieu of a monetary deposit. The surety bond must be on a form approved by the District's Attorney. A surety bond must remain in force as long as the account is active.

e) **Proof of Home Ownership Status:**

Customer shall submit one of the following documents evidencing ownership of property together with a valid Texas or out-of-State Driver's License or Texas Identification Card: Warranty Deed, Deed of Trust, or other legal document indicating ownership.

f) **Out-of-District Customers:**

The District does not provide any new out-of-district water and/or wastewater (sanitary sewer) service. In order to obtain service the property must be annexed into the District.

g) **Ownership of Deposit:**

The deposit shall be returned to the person who originally signed the application for service upon termination of service. Exceptions to this rule shall be by written authorization by the original applicant or other evidence indicating change or ownership, such as death certificates, letters testamentary, divorce decree, or affidavit of heirship.

h) **Non-Payment of Taxes:**

In addition, the District may discontinue any or all facilities or services to prevent an abuse or to enforce payment of an unpaid charge, fee, or rental due the District (including taxes that have been delinquent for not less than six (6) months) upon observance of the procedure appropriate to the circumstances.

SECTION 1.4 SERVICE POLICY

a) **Billing Procedures:**

1) **Due Date and Delinquency.**

Payment shall be due on the twenty-first (21st) day of the current month. After such date, a late charge of ten percent (10%) will be assessed on the unpaid balance on the water and sewer bill. All accounts not paid by the

due date shall be deemed delinquent and failure to make payment thereafter may result in the termination of water and sewer service.

2) **Notice and Appeal.**

Prior to termination of service, a Customer who is delinquent in payment shall be sent a notice that service will be discontinued on the fifteenth (15th) day after the date of such notice unless payment in full is received by such day, Notice shall be sent by first class United States mail and will provide the Customer with an opportunity to appear in person or by written correspondence at a scheduled meeting of the Board of the district to contest, explain, or correct the charges, services, or disconnection. The notice shall inform the customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and the right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a Customer has informed the District or the District's Operator of his or her desire to contest or explain the bill, 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 by sending written notice to the Customer by first class United States mail stating whether service will be continued or discontinued, If service is discontinued, it shall be reinstated only upon payment in full of all amounts due.

b) **Payment Options:**

Customers may pay their fees and charges, with the exception of Deposits and Tap Fees, to the District by cash, check or credit card. Credit Card payments may result in a convenience fee. Such convenience fee is the sole responsibility of the Customer and is separate from any amount owed by the Customer to the District. Non-payment of any such convenience fee shall subject the Customer to termination of service in accordance with this Order. If any Customer payment is refused or returned by the processing financial institution, the District will charge the Customer a return item fee of \$25.00.

c) **Entitlement:**

Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatsoever; furthermore, in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities.

d) **Maintenance of Customer Service Lines and Plumbing:**

Customers shall properly maintain service lines owned by the Customer, including private lines, faucets, water closets, water heaters, and plumbing, so as to prevent wasting of water, or water/sewer leaks. The District, after providing notice to the Customer, may terminate water or sewer service to the Customer for a failure to repair leaks in the Customer's private service lines. Additionally, the District may terminate water or sewer service to the Customer immediately,

without prior notice, if a leak in the Customer's private service lines: (1) occurs during an extreme weather event, including, but not limited to, hurricanes, freezes, floods, or tornados, and termination is necessary for the protection of residents, property and/or District operations; or (2) causes disruption to District operations that negatively impacts surrounding property or the Districts ability to serve its other Customers.

SECTION 1.5 CONNECTION POLICY, TAP FEES, EXTENSION CHARGES, AND INSPECTION FEES

a) **Initiation of Water and Sanitary Sewer Connections:**

Each person desiring a water and sanitary sewer service connection to the District's System shall be required to pay such fees as set forth in this Rate Order. No service shall be established or reestablished until such fees are paid. All service connections are subject to the provisions of the District's Rules and Regulations and all other rules, regulations and policies of the District.

b) **Policies Governing Connections**

1) **Certification of System.**

Connections shall not be made to the District's System or portions of the System until the District's engineer has certified that the System or applicable portion thereof is operable.

2) **Availability of Access/Obstructions.**

By application for connection to the District's System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance, and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's premises, for the purpose of performing the inspections and completing the Customer Service Inspection Certificates required by the District's Rules and Regulations.

c) **Multiple Connections.**

No person shall be allowed to connect more than one water tap and one sewer tap for anyone family residential dwelling unit and/or business for commercial or industrial use that has a 5/8" water tape and 4" sewer tap, which are (respectively) part of the District's water distribution system and the District's sanitary sewer collection system.

d) **Water and Wastewater (Sanitary Sewer) Tap Fees:**

1) **Water Meter and Taps:**

This term includes service lines from main line to property line, connections, meter box and water meter. Water taps must be paid in advance. The District's personnel shall establish required meter and tap sizes. All connections to the District's system shall be made by the District's employees or by other representatives approved by General Manager.

Water Meter and Tap Fees:

Any residential or commercial meter and tap shall be billed in accordance with the then current District fee schedule, plus any additional costs incurred by the District.

Water line extensions are calculated at full cost.

2) **Sanitary Sewer Taps:**

Sanitary sewer taps include service lines from main line to property line, connections, stack, and clean-out at the property line. The District shall establish the required minimum tap size. All connections to the District's system shall be made by the District's employees or by other representatives approved by the General Manager.

Any residential or commercial tap shall be billed in accordance with the then current District fee schedule, plus any additional costs incurred by the District. Sewer line extensions are calculated at full cost.

Sewer taps located on Public Right Away are calculated at full cost plus all materials.

3) **Grinder Tap Fee:**

Any commercial or residential grinder tap shall be billed in accordance with then current prices charged the then current District fee schedule plus any additional costs incurred by the District. Sewer line extensions are calculated at full cost.

4) **Non-taxable organizations.** In accordance with the limitations set by Section 49.212 of the Texas Water Code, water and sewer connections to non-taxable entities are made at the District's actual cost.

5) **Out of District Service:**

The District does not provide any new out-of-district water and/or wastewater (sanitary sewer) service. In order to obtain service, the property must be annexed into the District.

6) **Developer Installed Taps.** Where land developer, with prior approval of the District, installs water and/or sewer taps, the developer/homebuilder is required to pay for the

water meter cost and set-up fee, inspection fees, and the sewer connection fee, as specified in this Rate Order or the then current District fee schedule, as applicable.

e) **Commercial Taps:**

All commercial taps shall be required to comply with the District's Commercial Customer Procedures, as may be amended from time to time.

Fire Protection Policy - All commercial taps that require fire hydrants must have a meter and a backflow preventer installed on all private fire protection loops. The property owner is responsible for having the meter and backflow preventer installed and shall be responsible for all expenses necessary to install such meter and backflow preventer. Water service shall not be supplied until the meter and backflow has been inspected by a District employee or designated representative.

f) **Extensions for Water and/or Sewer Service:**

Requests for extension of water and/or sewer service shall be handled on a case-by-case basis, limited to availability of service. The customer shall be charged based on the District's cost for the installation of the extension, including labor, material and equipment.

g) **Inspection Fee for Grease Trap:**

An inspection fee of \$35.00 dollars shall be charged by the District for the District's personnel or its designee to inspect grease traps in establishments required to maintain grease traps. The \$35.00 inspection fee shall be assessed quarterly against the owner of the establishment for grease trap inspections performed by the District's personnel or designee. The owner of the establishment must provide a manifest to the District.

h) **Inspection Fee for a Change of Customer:**

1) An inspection fee of \$25.00 shall be charged for a change of residential customer for an existing connection.

2) An inspection fee of \$50.00 shall be charged for a change of commercial customer for an existing connection.

i) **Inspection Fee for Water and Sewer Taps:**

1) **Water Tap**

Residential	\$25.00
Commercial	\$50.00

2) **Sewer Tap**

Residential	\$25.00
Commercial	\$50.00

j) **Customer Service Inspection Fee for Cross-Connection Control:**

1) Pursuant to TCEQ Water System Regulations, a customer service inspection for cross-connection control shall be completed by the plumbing inspector prior to providing continuous water service in each of the following circumstances:

- a. Water service to a newly constructed facility or previously non-existing premises.
- b. After any material improvements to buildings(s) or premises.
- c. Any correction or addition to the plumbing of any facility or premises.

2) Permanent water service shall not be supplied to a new construction facility(s) until after the customer service inspection is completed.

3) A Customer Service Inspection Fee for Cross-Connection Control of \$25.00 shall be charged to all residential customers.

4) A Customer Service Inspection Fee for Cross-Connection Control of \$50.00 shall be charged to all commercial and/or industrial customers.

k) **Inspection Fee for Mobile Home Hookups in Mobile Home Parks:**

Inspection Fee	\$25.00
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l) **Building Lot Inspection Fee:**

Site Inspection Fee before improvements	\$25.00
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Final Inspection Fee	\$25.00
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Each Additional Inspection Fee	\$25.00
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Building shall be responsible for any physical damage to District property and installation.

m) **Deposit for Consultant(s) Fees for Processing Request for Water and Sewer Service:**

Deposit	\$5,000.00
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Any modifications or change in the original application or submission of a new application for request for water and sewer service may result in an additional deposit for consultant(s) fees for processing the modified, changed, or new request for water and sewer service, in accordance with fee schedule above.

n) **Damage to District Facilities or Equipment:**

1) **Damage to Meter and Appurtenances**

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

2) **Right to Repair.**

The District reserves the right to repair any damage to the District's system and appurtenances without prior notice to assess against any Customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to the portion of the system so damaged.

o) **Cleanout Cap Maintenance and Repair:**

1) The property owner will be responsible for cleanout cap maintenance and repair upon notice by the District's personnel. The property owner must pay for all expenses necessary for cleanout cap maintenance and repair as determined by District personnel or the District's authorized representative as per the District's Plumbing Code.

2) Upon notice by the District's personnel that the property owner is responsible for cleanout cap maintenance and repair a surcharge shall be assessed by the District if the cleanout cap maintenance and repair is not completed and approved by the District within five (5) days after receipt of notice.

a. The District shall assess a monthly surcharge against the property; said charge shall appear on the utility bill for the address where such cleanout cap maintenance and repair shall occur. Said surcharge shall be \$25.00 per month; and

b. A person may not establish utility services after the expiration of the five (5) day period for property on which a surcharge is being assessed until the cleanout cap maintenance or repair has been made and approved by the District.

p) **Stoppage in Water and/or Sewer Line:**

The property owner shall contact the District when any stoppage occurs in order to determine where stoppage is located and who shall be responsible for the repair if necessary.

SECTION 1.6 MANDATORY CONNECTIONS

All individuals, persons, and owners of commercial and/or industrial business residing or operating within the District shall connect onto the District's water and wastewater (sanitary sewer) system and shall use the District's water and wastewater (sanitary sewer) system.

In the event the District determines that a customer is running water that is not purchased from the District into the District's sewer system, the District shall charge for all labor, material, equipment, and all other actual costs necessary to repair or replace all equipment damaged due to negligence, meter tampering or bypassing, service diversion, or the discharge of wastes that the system cannot properly treat. The District shall charge for all actual costs necessary to correct service diversion or unauthorized taps where there is not equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges will be provided to the customer.

The District shall have the right to test the water being run into District sewer lines at any time. The District shall have the right to inspect the water connections of customers to determine if any sewer line is connected to any source of water other than District water supply lines.

SECTION 1.7 REQUIREMENTS TO INITIATE SERVICE FOR DEVELOPMENT OF RESIDENTIAL SUBDIVISIONS

All developments must have a minimum water line size of 8 inches. In addition all lift stations must have a backup generator with capacity to run the lift station. The lift station's generator's fuel source must be approved by the District's Engineer.

SECTION 1.8 MISCELLANEOUS FEES

a) **Temporary Turn-On Fee:**

A fee of \$25.00 will be charged in the event a customer requests temporary service. Temporary Turn-On requests shall be limited to a one (1) time request per owner, per tract, per month; any extension must be with General Manager's approval. Temporary turn-on shall be for inspections, plumbing test, and clean up of property only. There is a seven (7) day time limit on this service. At the conclusion of the seven (7) day period, actual consumption of water will be charged.

b) **Insufficient Check Charge:**

In the event the District received a returned check from the bank due to insufficient funds, the district office or its authorized representative will notify the customer immediately by telephone or by mail. An insufficient check charge of \$25.00, together with the face value of the check, must be made in cash, money order, or credit card to the District or service shall be terminated. After three insufficient checks, only cash, money order or credit card will be accepted for payment.

c) **Reconnect Fee:**

Where it necessary to disconnect water service for non-payment, the Reconnect Fee shall be \$25.00. In the event if a meter is pulled for any reason there shall be an additional fee charged at the actual cost of installation.

d) **Late Penalties:**

All customers, except those who have notified the District that they are age 60 or older, in accordance with Texas Utility Code § 182.002, shall be charged a late penalty of 10% of the of the unpaid balance for any amount owing the District after the due date. Customers age 60 and older have 25 days to pay without incurring a penalty or late charge.

e) **Request for Confidentiality:**

Customers may request confidentiality of their utility account upon payment of a one-time fee of \$5.00. (Texas Utility Code § 182.052 and § 182.053)

SECTION 1.9 ENFORCEMENT OF RULES AND REGULATIONS

Any and all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of the Rules and Regulations:

- 1) Discontinuance of water service.
- 2) Disconnection and sealing of sanitary sewer connection.
- 3) The Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: The violator shall pay the District twice the costs the District sustained due to the violation up to \$5,000. A penalty under this Section is in addition to any other penalty provided by the laws 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 any 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.
- 4) A Customer found in violation of these Rules and Regulations shall be liable to the district for all expenses borne by the District including laboratory fees, legal fees, engineering fees and other costs incurred by the district in establishing the violation and resolving the cause of the violation.
- 5) A Customer found in violation of these Rules and Regulation who causes or contributes to a violation by the District's Sanitary Sewer Collection System of effluent parameters shall be liable to the District for all expenses borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state, or local authorities regarding violations by the District of effluent parameters applicable to the District's Sanitary Sewer Collection System.

SECTION 1.10 EFFECTIVE DATE

This Order shall be in full force and effect from and after its passage, recording, and publication as provided by law, in particular, Texas Water Code § 54.207 which provides for publication once a week for two consecutive weeks in one (1) or more newspapers in the area in which the property of the District is located.

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