

**SUNBELT FRESH WATER SUPPLY DISTRICT  
APPLICATION FOR SANITARY SEWER SERVICE  
(Please print or type)**

\_\_\_\_\_  
(Name of Applicant) (Lot) (Block) (Section or Tract No)

\_\_\_\_\_  
(Street Address) (City) (State) (Zip) (Phone)

Installation to be performed by: \_\_\_\_\_  
(Plumber or Sub-Contractor) (Phone)

Type of pipe material to be used: PVC \_\_\_\_\_, ABS \_\_\_\_\_, VC \_\_\_\_\_, CI \_\_\_\_\_

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_  
(Signature of Master Plumber) (License No.)

Applicant to draw sketch of house layout and proposed location of sewer service line:

**FOR DISTRICT USE ONLY**

Site Area: \_\_\_\_\_ Acres: \_\_\_\_\_ Square Feet \_\_\_\_\_

Use: \_\_\_\_\_

Tap Fee Collected: \_\_\_\_\_ Date Application Received: \_\_\_\_\_

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

**CONNECTION INFORMATION:**

WYE Location: \_\_\_\_\_

Stack Location: \_\_\_\_\_

Manhole Location: \_\_\_\_\_

Date of Inspection: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Date Permit Granted: \_\_\_\_\_ Approved \_\_\_\_\_  
(District Representative)

**EXHIBIT "F"**  
**RATE ORDER FEES, DEPOSITS AND PENALTIES**

TCEQ Regulatory Assessment Fee	0.5% of monthly Water & Sewer Bill
Late Charge Fee	10% of outstanding balance/or \$ 3.00
Returned Check Fee	\$30.00
Reconnect Fee (Meter locked due to non-payment)	\$35.00
Meter Removal Fee (for non-payment)	\$50.00 plus actual out-of-pocket costs
Obstructed Meter Fee	\$50 plus doortag fee
Broken Meter Lock Fee (tampering)	\$100.00 plus other applicable fees
Meter Replacement Fee (due to damage by customer)	\$100.00 plus other applicable fees
Fee for Unauthorized Usage of Water/Theft of Water (Comm./Temp.)	First Offense: \$1,500 Second Offense: \$2,500 Third Offense: \$5,000 plus applicable GRP and attorneys fees
Fee for Unauthorized Usage of Sewer System	\$2,000.00 plus cost of sewer at 10 times the normal rate
Violation of any Section of this Order Shall be Subject to a Penalty for Each Breach of up to	\$5,000.00 plus other applicable fees
Legal Fees for Violations Including, But Not Limited to: Payment, Damage or Unauthorized Usage	Actual cost plus 10%, in addition to any other applicable fees
	<b>In-District                      Out-of-District</b>
Account Transfer Fee (Residential)	\$ 20.00                      \$ 30.00
Account Transfer Fee (Commercial)	\$ 30.00                      \$ 40.00
Customer Request For Disconnect	\$ 20.00                      \$ 20.00
Customer Request For Reconnect	\$ 20.00                      \$ 20.00
Backflow Prevention Assemblies Testing	\$150.00                      \$200.00
Annual Registration Backflow Assembly Tester	\$ 50.00                      \$ 50.00
Backflow Protection Inspection Fee (residential)	\$ 50.00                      \$ 50.00
Backflow Protection Inspection Fee (non-residential)	\$ 50.00                      \$ 50.00
Pre-facility Inspection (Pre-Builder's)	\$ 50.00                      \$ 75.00
Facility Inspection (Post-Builder's)	\$ 50.00                      \$ 75.00
Plumbing Inspection Fee (Customer Service)	\$ 60.00                      \$ 75.00
Commercial Plumbing Inspection Fee (Customer Service)	\$150.00                      \$200.00
Re-Inspection Plumbing	\$ 50.00                      \$ 50.00
Water Tap Fee (All Taps up to and including 3/4" meter)	\$900.00                      \$900.00
Water Tap Fee (Commercial Water Taps larger than 3/4")	By separate order or agreement/not to exceed three (3) times actual cost
Sewer Tap Inspection Fee (Residential)	\$105.00                      \$105.00
Sewer Tap Inspection Fee (Commercial)	\$255.00                      \$255.00
Grease Trap Inspection Fee (Beginning 1/1/2000)	\$100.00                      \$125.00
Swimming Pool Inspection Fee	\$125.00                      \$150.00
Locating and Staking Fee	Actual cost plus 10%
Utility Commitment Application Deposit	\$1,000.00                      \$2,000.00
Change in Use Deposit (Utility Commitment)	
Re-establish Original Application Deposit Up to:	
All Renters	\$1,000.00                      \$2,000.00
Security Deposit (New Resident Homeowners)	\$ 250.00                      \$ 250.00
(Utility Letter of Credit or Acceptable Credit thru CSC)	\$ 100.00                      \$ 100.00
Security Deposit (New Resident Homeowners)	
(No Utility Letter of Credit or Unacceptable Credit thru CSC)	\$ 200.00                      \$ 200.00
Fees for Credit Service Check (CSC)	\$ 20.00                      \$ 20.00
Security Deposit (New Resident Homeowners, after cut-off)	\$ 160.00                      \$ 160.00
Security Deposit (Old Residents, after cut-off)	\$ 100.00                      \$ 100.00
Security Deposit (Commercial)	Two (2) times estimated monthly usage
Security Deposits Fire Hydrant Meter	\$ 1,300.00                      \$ 1,300.00

**EXHIBIT "F"**  
**Continued**

**RATE ORDER FEES, DEPOSITS AND PENALTIES**

If usage study data is not provided, then the below scale will be used until an average is established.

	<u>Deposit</u>	<u>Meter Size</u>
Commercial	\$ 150	1-1/2" or smaller
Commercial	\$ 300	2"
Commercial	\$ 600	3"
Commercial	\$ 1,000	4"
Commercial	\$ 2,000	6"
Commercial	\$ 3,500	8"
Commercial	\$ 5,000	10"

*Commercial TAP Fee is by separate agreement, not to exceed 3 times actual cost*

**ATTACHMENT 3**  
**October 2015 Amendment to the Water Service Agreement**

**FIRST AMENDED WATER SUPPLY SERVICE AGREEMENT  
BETWEEN  
SUNBELT FRESH WATER SUPPLY DISTRICT  
AND  
YES PREP PUBLIC SCHOOLS INC.**

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS      §

THIS WATER SUPPLY AND WASTEWATER TREATMENT SERVICE AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between SUNBELT FRESH WATER SUPPLY DISTRICT of Harris County, Texas, a body politic and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended (hereinafter called the "District"), and YES PREP PUBLIC SCHOOLS INC., a Texas nonprofit corporation (hereinafter called "Customer").

**RECITALS**

WHEREAS, the District and Customer entered into the Agreement on August 7<sup>th</sup>, 2008 to establish a definitive basis for the provision of fire protection water service to the Property and the payment of the costs for such services;

WHEREAS, the Property, by Order of the Public Utility Commission dated \_\_\_\_\_, 2015, has been decertified from Certificate of Convenience and Necessity No. \_\_\_\_\_, currently owned by Suburban Utility;

WHEREAS, the Customer now desires to obtain a continuous supply of domestic water service for the Property through the existing Water Line; and

WHEREAS, the District desire to amend the Agreement in order to clarify and establish a definitive basis for the provision of domestic water service to the Property and the payment of costs for such services, as provided, herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District and Customer hereby amend the Agreement as follows:

Section 1: Section 1.01(f) of the Agreement is hereby amended to read in its entirety as follows:

"Water" shall mean water of a quality conforming to the standards for potable water of the Texas Department of Health and its successors for human consumption and for other domestic use and for fire protection purposes.

Section 2: Section 3.01. of the Agreement is hereby amended to read in its entirety as follows:

Water Rates. The District shall set its Water rates from time to time sufficient to pay the Operation and Maintenance Costs for the Sunbelt System and maintain a reasonable reserve for operating expenses. The rates for the supply of Water service to the Property shall be equal to the rates charged to commercial customers of the District as contained in the Rate Order, effective at the time of such charges. A copy of the current Rate Order is attached hereto as Exhibit "A" and incorporated herein by reference. It is estimated that the Customer's Water use shall be 120,000 gallons per month. In the event Customer's Water use exceeds the average monthly amount described herein, the rate for the supply of Water service shall be equal to one and a half (1 ½) times the rates charged to commercial customers of the District. In addition to the charges for Water use, the Customer shall pay the District a stand-by rate of \$150.00 per month for the availability of Water for fire protection purposes, which may be amended from time to time following receipt of written notice at least ninety (90) days prior to the date such stand-by rate is changed for Customer. This Agreement does not limit the Customer's rights to appeal to the Commission any changes in the commercial rates or stand-by rate applicable to the Customer under this Agreement.

Section 3: Section 5.11 of the Agreement is hereby amended to read in its entirety as follows:

Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid, return receipt requested, by depositing the same with a reputable overnight delivery service or by delivering by hand the same to an officer of such party to be notified. Notice deposited in the mail or overnight delivery service in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given by hand delivery shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the District: Sunbelt Fresh Water Supply District  
Radcliffe Bobbitt Adams Polley PLLC  
America Tower  
2920 Allen Parkway, Suite 3450  
Houston, Texas 77019-7120  
Attention: Mr. Ross J. Radcliffe

If to Customer: YES Prep Public Schools Inc.  
6201 Bonhomme Road, Suite 168N  
Houston, Texas 77036

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address upon giving at least fifteen (15) days written notice to the other parties.

Section 4: Section 5.15 of the Agreement is hereby amended to read in its entirety as follows:

Associated Costs. YES PREP shall be responsible for all reasonable legal and engineering fees and expenses incurred by the District related to YES PREP obtaining water service from the District. YES PREP payment of legal costs shall not apply to any disputes between YES PREP and District, but YES PREP will continue to be responsible for the District's legal and engineering fees and expenses related to water service from the District after execution of this Agreement.

Section 5: Section 5.18 shall be added to the Agreement to read in its entirety as follows:

Attorney's Fees. If any party hereto is the prevailing party in any legal proceedings against any signatory of this Agreement brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorneys' fees from such non-prevailing party to such proceedings.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

SUNBELT FRESH WATER SUPPLY DISTRICT

ATTEST:

By: \_\_\_\_\_  
President, Board of Supervisors

By: \_\_\_\_\_  
Secretary, Board of Supervisors

(DISTRICT SEAL)

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument as President of the Board of Supervisors of Sunbelt Fresh Water Supply District, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

YES PREP PUBLIC SCHOOLS INC.

By: \_\_\_\_\_  
Mark DiBella, Superintendent

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared Mark DiBella, Superintendent of YES Prep Public Schools Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

List of Exhibits:

Exhibit "A"               District Rate Order

EXHIBIT "A"

SUNBELT FRESH WATER SUPPLY DISTRICT  
AMENDED RATE ORDER

DRAFT

**DOCKET NO. 44621**

<b>JOINT APPLICATION OF YES PREP</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>PUBLIC SCHOOLS AND SUBURBAN</b>	<b>§</b>	
<b>UTILITY COMPANY TO DECERTIFY</b>	<b>§</b>	<b>OF TEXAS</b>
<b>YES PREP PROPERTY FROM</b>	<b>§</b>	
<b>SUBURBAN WATER COMPANY'S</b>	<b>§</b>	
<b>CERTIFICATED SERVICE AREA</b>	<b>§</b>	

**YES PREP PUBLIC SCHOOLS, INC.'S RESPONSE TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-4**

**Staff 1-2:**

Please provide a statement detailing any construction that would be necessary for the continuance of service following the decertification of the specified area from Suburban's certificated area.

**Response:**

No additional construction is needed. YES Prep Public Schools, Inc.'s (YES Prep's) water is currently connected to Sunbelt Fresh Water Supply District (Sunbelt FWSD) pursuant to the authorization by the Emergency Order in Public Utility Commission of Texas (Commission) Docket No. 44322. The piping, connections, and backflow preventer currently in place will serve as the permanent connection to Sunbelt FWSD if and when YES Prep's North Central Campus is decertified from Suburban Utility CO.'s (Suburban's) Certificate of Convenience and Necessity (CCN) service area.

Preparer: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.

Sponsor: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.

**DOCKET NO. 44621**

<b>JOINT APPLICATION OF YES PREP</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>PUBLIC SCHOOLS AND SUBURBAN</b>	<b>§</b>	
<b>UTILITY COMPANY TO DECERTIFY</b>	<b>§</b>	<b>OF TEXAS</b>
<b>YES PREP PROPERTY FROM</b>	<b>§</b>	
<b>SUBURBAN WATER COMPANY'S</b>	<b>§</b>	
<b>CERTIFICATED SERVICE AREA</b>	<b>§</b>	

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COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-4**

**Staff 1-3:**

If construction is necessary to provide service to the proposed area for decertification, please provide copies of engineering plans related to the necessary construction.

**Response:**

Not applicable. See Response to Staff 1-2.

Preparer: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.

Sponsor: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.

**DOCKET NO. 44621**

<b>JOINT APPLICATION OF YES PREP</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
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**YES PREP PUBLIC SCHOOLS, INC.'S RESPONSE TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-4**

**Staff 1-4:**

Please provide a general timeline that includes projected dates for the start of any construction, the completion of any construction, and the date in which Sunbelt would be able to begin water service at the YES Prep facility.

**Response:**

YES Prep Public Schools, Inc.'s (YES Prep's) water was connected to Sunbelt Fresh Water Supply District (Sunbelt FWSD) on October 16, 2015 per the Emergency Order issued by the Public Utility Commission of Texas (the Commission) in Docket No. 44322. No additional construction is needed for Sunbelt FWSD to permanently continue to provide water service to YES Prep if and when YES Prep's North Central Campus is decertified from Suburban Utility CO.'s (Suburban's) Certificate of Convenience and Necessity (CCN) service area.

Preparer: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.

Sponsor: Charles Klein      Title: Director of Operations, Facilities Services for YES Prep Public Schools, Inc.