

AMENDED AND RESTATED RATE ORDER

Fort Bend County Municipal Utility District No. 149 (“District”) is in the process of constructing a water, sewer and storm drainage system to provide service to residential and commercial establishments within the District (“System”); and

It is necessary that fees, charges, and conditions be established for service from the District’s System; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 149 THAT:

Section 1: Definitions. 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. “Non-Single Family Residential User” - means any user of the District’s System other than a Single Family Residential User, Non-Taxable User or Public Space User including, but not limited to, commercial establishments, apartments, recreational facilities, clubs, and multi-family dwelling units.
- C. “Non-Taxable User” - means a user of the District’s water and sewer system that is exempt from ad valorem taxation by the District under the Property Tax Code, including, but not limited to, churches and schools.
- D. “Public Space User” - means any user of the District’s System for public or homeowner association esplanades, lakes, recreational areas or green spaces (“Public Spaces”).

Section 2: Tap and Inspection Fees

- A. Single Family Residential Users. Prior to connection to the District’s water system, a tap fee in the following amount shall be paid to the District:
 - (1) In the case of a 5/8” water meter, the tap fee shall be \$600.00, which charge includes landscaping and concrete costs.
 - (2) In the case of a 3/4” water meter, the tap fee shall be \$750.00, which charge includes landscaping and concrete costs.
 - (2) In the case of a 1” water meter, the tap fee shall be \$1,250.00, which charge includes landscaping and concrete costs.
 - (3) In the case of a water meter larger than one inch, the tap fee shall be two (2) times the operator’s actual charge to the District for installation of the tap and meter, which charge includes landscaping and concrete costs.

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.

- B. Non-Single Family Residential Users. Prior to any connection being made to the District's water system by a Non-Single Family Residential User, a tap fee 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, landscaping, property, sidewalks, streets or other improvements affected by the installation shall be paid to the District ("Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be approved by the Board of Directors and sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the 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.

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.

C. Non-Taxable Users

- (1) 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 are financed or are to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board of Directors) ("Installation Costs").
- (2) The District's operator, together with the District's consultants, will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the user. 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.
- (3) 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.

- D. Public Space User. All Public Space Users shall be required to have meters installed, which shall be installed by the District's operator. The Public Space User shall pay a tap fee equal to the District's cost to install the tap, meter, and any necessary sewer lines.

- E. Sewer Connection Inspection. All connections to the District's sewer system shall be made in accordance with the District's Rules and Regulations Governing Waterworks and Sanitary Sewer Systems. All connections to the District's sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event a sewer connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated. An inspection fee of \$80.00 per Single Family Residential connection and \$125.00 per Non-Single Family Residential connection and Non-Taxable connection shall be paid to the District. If a sewer connection fails the inspection, an additional inspection at a cost of \$80.00 per Single Family Residential connection and \$115.00 per Non-Single Family Residential connection and Non-Taxable connection is to be paid prior to reinspection.
- F. Pre-Facility Inspection. All builders or contractors for property owners within the District may contact the operator, prior to starting any work on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make the facilities visible at the expense of the District. A copy of the inspection report will be given to the builder's or contractor's representative, if requested. The cost for each inspection shall not exceed \$75.00 and is payable with the tap fee. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey.
- G. Facility Inspection. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a Final Site Survey to reinspect the water tap, meter and all other District facilities on the property for a fee in the amount of \$75.00. (The fee shall be collected at the time the tap fee is paid). The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities and the cost of repairing, adjusting or relocating the facilities ("Backcharges") before service shall be initiated to a User. If any reinspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee in the amount of \$80 per Single Family Residential connection and \$115 per Non-Single Family Residential connection and Non-Taxable connection shall be charged for each such reinspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any inspection or reinspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay for the Backcharges or any inspection or reinspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in this Rate Order prior to withholding the provision of service.
- H. Title. Title to all District facilities including water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall vest in the District.
- I. Easements. Before service is commenced to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary. When sidewalks, driveways or other improvements have been constructed prior to application

for connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of District's operator in installation of the customer's connection.

J. Builder Responsibilities

(1) Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the EPA.

(2) Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder's reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

(3) Other Building Responsibilities. The builder is responsible for observing all signs and for enforcing the District's Rate Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to insure that are functioning properly.

(4) Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Rate Order and will subject the builder to penalties in Section 24. Further, the District, at its sole option, may perform or have performed any of the builder responsibilities and backcharge the builder for the cost. Failure to timely pay a backcharge or to comply with these responsibilities will subject the builder to termination of service in accordance with Section 16 or withholding of taps in accordance with Section 2G.

Section 3: Platting and Permit Requirements

A. Permit Requirement. Before any connection is made to the District's System, the person requesting such connection shall provide to the District a copy of: (1) any necessary development or building permit from the appropriate municipality or county; or (2) a waiver for any development or building permit from the appropriate municipality or county.

B. Platting Requirement. Prior to initially connecting to the District's System, a User shall submit to the District's operator proof that the User's property has been platted in accordance with all applicable subdivision ordinances. Acceptable proof of platting

includes a copy of the recorded plat, or a certificate from the appropriate municipality or governing entity that the property has been platted or that the property is legally exempt from the platting process.

Section 4: Regulatory Assessment. Pursuant to 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 below and will be forwarded to the Texas Commission on Environmental Quality ("TCEQ"), as required by the Texas Water Code, and used to pay costs and expenses incurred in its regulation of water districts.

Section 5: Water and Sewer Rates

A. User Fees. Each User within the District shall be charged for service on a monthly basis according to the volume of water used and in accordance with the following schedule:

1. Water Rates.

(a) *Regular Service.* Each customer receiving retail water service from the District through a permanent meter must pay a monthly charge based on the following quantity and service charges:

- (1) A quantity charge of one dollar and thirteen cents (\$1.13) for each one thousand (1,000) gallons of water, or portion thereof, provided through the meter; and
- (2) A service charge, based on the customer's water meter size, as follows:

Meter (inches) Service Charge

5/8 and 3/4	\$4.05
1	\$6.47
1 1/2	\$17.80
2	\$27.70
3	\$59.80
4	\$165.40
6	\$323.80
8	\$404.50

- (3) All users shall also pay a groundwater reduction fee equal to 110% of any fee imposed by the City of Missouri City or any other surface water authority having jurisdiction over the District's water wells.

(b) *Fire lines.* Any property served by a fire line must pay a monthly service charge of six dollars (\$6.00) and the monthly quantity charge, if any, applicable to regular service.

- (c) *Transient meters.* Any person making use of a transient meter must pay a monthly service charge of twenty-five dollars (\$25.00) and the monthly quantity charge applicable to regular service.

2. Sewer Rates

Each customer receiving retail water service from the District must pay a monthly charge based on the following quantity and service charges:

- (1) A quantity charge of two dollars and twenty-one cents (\$2.21) for each one thousand (1,000) gallons of water, or portion thereof, provided through the meter; and
- (2) A service charge, based on the customer's water meter size, as follows:

Meter (inches) Service Charge

5/8 and 3/4	\$36.25
1	\$39.70
1 1/2	\$55.55
2	\$69.45
3	\$99.65
4	\$249.55
6	\$475.75
8	\$590.55

- (3) For residential customers, wastewater rates for billing periods March through November will include a quantity charge that will not exceed an amount calculated using the average water usage established during the immediately preceding billing periods of December through February. New customers with no historical usage shall be billed for sewer usage which does not exceed adopted standard sanitary sewer usage rates.
- (4) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new residential construction until the expiration of ninety (90) days of service, or the date of permanent occupancy, whichever first occurs.
- (5) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new non-residential construction until the expiration of one hundred eighty (180) days of service, or the date of permanent occupancy, whichever first occurs.

- B. Public Space User. Water service will be provided to public esplanades, lakes, recreational areas or green spaces (“Public Spaces”) within the District at a rate of \$1.00 per month. In order to promote conservation of the District’s water supply, however, Public Space Users will pay an increased rate to be set by the District if the District determines that the Public Space User’s water usage is excessive, inefficient, and/or wasteful. The Public Space User shall pay a tap fee equal to the District’s cost to install the tap, meter, and any necessary sewer lines.

Section 6: Garbage. The District will provide garbage collection and disposal services to all Single Family Residential Users. There shall be no additional charge for such service.

Section 7: Fire Protection Services. Each single User shall be assessed a flat fee per month for fire protection services based on the actual charge to the District by the City of Missouri City for such services.

Section 8: Temporary Water Service

- A. The District’s operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon receipt of a written request for temporary water service. Such temporary service shall be supplied only through a District meter installed by the District’s operator.
- B. The person applying for temporary water service shall be required to deposit \$800.00 with the District to secure the payment for water supplied by the District and the safe return of the District’s meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit.
- C. The fee for temporary water service shall be \$50.00 for costs of installation, a monthly service charge of \$25.00 plus the monthly quantity charge applicable to regular service.

Section 9: Surcharge for Service. In fairness to all Users of land within the District, and to honor its contractual obligations and commitments, the District has the right to monitor the use of water and the discharge of sewage to determine if Users are exceeding the amount of capacity committed to serve their land or buildings. As one method of enforcement, the District has determined to reserve the right to impose a surcharge on any User who uses water or discharges sewage in excess of the amount reserved to such User or tract. Accordingly, in addition to the other charges specified herein, the District has the right to impose an additional charge of \$0.05 per gallon of water used in excess of one hundred ten percent (110%) of the amount of capacity reserved to the tract by any utility commitment letter.

Section 10: Grease Trap Inspection. Each restaurant, fast food establishment, school cafeteria or any other establishment within the District that engages in food preparation or service to the public shall be required to have a grease trap that meets with the District’s specifications. For each grease trap installed, there shall be an initial inspection fee of \$90.00 and then a monthly flat rate inspection fee of \$85.00. If the operator is required to reinspect the grease trap, such reinspection shall be charged at the same \$85.00 rate.

Section 11: 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 \$100.00. After the notification is received, the District's operator shall require that all drains and backwash from the swimming pool, water softening systems or other equipment or facility must be installed connecting to the sanitary sewer system and otherwise in accordance with the City of Missouri City plumbing code as it relates to swimming pools and that the backflow prevention devices are installed. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all swimming pool drains and backflow prevention devices to verify that the proper connections are made, before service is authorized for said swimming pool.

Section 12: Quality of Sewage

- A. 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.
- B. 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:
- (1) Name and address of applicant;
 - (2) Type of industry, business, activity, or other waste-creative process;
 - (3) Quantity of waste to be discharged;
 - (4) Typical analysis of the waste;
 - (5) Type of pretreatment proposed; and
 - (6) 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.

- C. 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.
- D. 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 subsection C above.

Section 13: Discharges to the Storm Drainage System

A. The District has a Stormwater Management Program (SWMP) in effect. The program will include a stormwater manual with which all the Storm Sewer Users of the District's stormwater system must comply.

B. District Responsibilities

(1) Illicit Discharge Inspections. The District, or agents of the District, may perform illicit discharge inspections within the District's boundaries. Should an inspection reveal an illicit discharge of any substance to the District's stormwater conveyance system, a notice of violation will be issued to the Storm Sewer User. Any violation will be subject to fines and penalties as outlined in this Rate Order. The District, at its sole option, may have the illicit discharge remedied at the Stormwater conveyance system Storm Sewer Users' expense.

C. District Contractor Compliance

(1) Contracts (or amendments thereto) entered into after January 1, 2019, with business entities providing services to the District that have the potential to discharge pollutants in stormwater runoff are required to comply with these rules and to prevent the discharge pollutants in stormwater runoff to the maximum extent practicable. These services may include, but are not limited to, business entities providing the following:

- (a) Water and wastewater operations and maintenance;
- (b) Landscaping;
- (c) Trash and solid waste management;
- (d) Construction;
- (e) Paving; or
- (f) Painting.

(2) In addition to the foregoing, such contract language will require the business entity, as appropriate to: (i) contain and report spills; and (ii) comply with District stormwater control measures, good housekeeping practices and procedures, facility specific operating procedures relating to the reduction of pollutants in stormwater.

D. Construction Site Operator Responsibilities

- (1) Compliance with the Construction General Permit TXR150000. The Construction Site Operator is required to be compliant with the most recent TPDES General Permit No. TXR150000 (the “General Permit”) issued by the Texas Commission on Environmental Quality (“TCEQ”). A Storm Water Pollution Prevention Plan (the “SWPPP”) with a SWPPP narrative as well as a Site Plan with proposed Best Management Practices (“BMPs”) (as such term is defined in the General Permit) must be prepared at least seven (7) days prior to commencement of soil disturbing activities. Notice of Intent (NOI) (as such term is defined in the Construction General Permit) must be submitted by the Construction Site Operator to the TCEQ prior to commencement of soil disturbing activities in accordance with notification requirements outlined in the CGP.
- (2) Other Construction Site Operator Responsibilities. The Construction Site Operator is responsible for the management, SWPPP compliance, and Rate Order compliance of all of their subcontractors, trades, suppliers, and agents. Further, the Construction Site Operator is responsible for all miscellaneous items required under the SWPPP, including, but not limited to:
 - (a) Concrete and masonry material washouts and proper disposal;
 - (b) On-site sanitary facilities;
 - (c) Oil and grease containers and proper disposal;
 - (d) Trash containers and proper disposal; and
 - (e) Paints & thinners
- (3) Failure to Comply. Failure of each Construction Site Operator to comply with these Construction Site Operator responsibilities will be considered a violation of this Rate Order and will subject the Construction Site Operator to penalties as outlined below (in addition to all other legal remedies available to the District, including all penalties and remedies set out in this Rate Order):
 - (a) Failure to obtain permit coverage under the General Permit:
\$1000 Fine
 - (b) Failure to prepare a SWPPP as required under the General Permit: **\$500 Fine**
 - (c) Notice of Violation for failure to install or maintain BMPs:
\$200 Fine per non-compliant site listed on the NOV*
 - (f) Withholding of service taps to other properties owned by Construction Site Operator.

*The District reserves the right to charge the Construction Site Operator for any and all expenses incurred while inspecting or correcting the deficiencies listed in the Notice of Violation.

E. District Storm Sewer User Responsibilities

- (1) Post-Construction Runoff. Plans for redevelopment or new development greater than or equal to one (1) acre must be approved by the District Engineer. The plans must adequately address post-construction runoff. This may include the use of Structural Controls as well as non-structural controls, as outlined in the District's SWMP and stormwater manual.
- (2) Storm Sewer User Responsibilities. Pursuant to Title 40, Chapter 122 of the Code of Federal Regulations, the District adopts the following storm sewer regulations, which apply to all Storm Sewer Users.
- (3) Illicit Discharge. Only runoff composed entirely of storm water or certain allowable non-storm water shall be discharged to the District's storm sewer system. Other discharges are not authorized. A list of allowable non-storm water discharge is as follows:
 - (a) Water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
 - (b) Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
 - (c) Discharges from potable water sources that do not violate Texas Surface Water Quality Standards;
 - (d) Diverted stream flows;
 - (e) Rising ground waters and springs;
 - (f) Uncontaminated ground water infiltration;
 - (g) Uncontaminated pumped ground water;
 - (h) Foundation and footing drains;
 - (i) Air conditioning condensation;
 - (j) Water from crawl space pumps;
 - (k) Individual residential vehicle washing;

- (l) Flows from wetlands and riparian habitats;
 - (m) Dechlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
 - (n) Street wash water excluding street sweeper waste water;
 - (o) Discharges or flows from emergency firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
 - (p) Other allowable non-stormwater discharges listed in 40 CFR §122.26(d)(2)(iv)(B)(1);
 - (q) Non-stormwater discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) TXR050000 or the TPDES Construction General Permit (CGP) TXR150000;
 - (r) Discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted; and
 - (s) Other similar occasional incidental non-stormwater discharges such as spray park water, unless the TCEQ develops permits or regulations addressing these discharges.
- (4) Detection and Elimination. The District's consultants may perform random testing and/ or inspection when the District has reason to believe that an illicit connection to the District's storm sewer system exists or that an illicit discharge to the District's storm sewer system is occurring. The cost of such inspection will be the sole responsibility of the Storm Sewer User. In connection with the inspection, the Storm Sewer User shall allow its property and/ or the property under its control to be inspected by the District's consultants during normal business hours for possible illicit connections to the District's storm sewer system and other unacceptable discharges to the District's storm sewer system which violate this Rate Order. Thereafter, the District may, at the discretion of the District or the District's consultants, periodically inspect a Storm Sewer User's drainage system during normal business hours for the purpose of identifying possible illicit connections and other unacceptable discharges which violate this Rate Order.
- (5) Failure to Comply. The failure of a Storm Sewer User to comply with these Storm Sewer User Responsibilities will be considered a violation of this Rate Order and will subject the User to penalties as outlined below (in addition to all other legal remedies available to the District, including all penalties and remedies set out in this Rate Order):
- (a) Notice of Violation for Illicit Discharge to District Facilities:
\$500 Fine per violation listed on the NOV*

- (b) Withholding of service taps to other properties owned by Storm Sewer User

*The District reserves the right to charge the Storm Sewer User for any and all expenses incurred while inspecting or correcting the deficiencies listed in the Notice of Violation.

- (6) Penalty for Notice of Violation. The failure of a Storm Sewer User to comply with the terms of this Section will be considered a violation of the 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 waters or storm drainage system, the District, in its sole option, may, in addition to all other legal remedies available to it, including those fines, penalties, and remedies set out in this Rate Order, immediately terminate service or, at the Storm Sewer User's sole cost and expense, install the fixtures or assemblies necessary to correct the illicit connection or unacceptable discharge. If the District terminates service in order to preserve the integrity of the District's waters or storm drainage system, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken and all fines/penalties have been resolved. Any and all expenses associated with the enforcement of this Section shall be billed to the Storm Sewer User.

F. Builder Responsibilities

- (1) Street Cleaning. The builder will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by methods that prevent sediments and other pollutants from being introduced into the stormwater conveyance system. Washing sediments into the sewer inlets is prohibited by the District.
- (2) Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder's reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use. The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad. The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.
- (3) Signage. Signage shall not be allowed on any District-owned property or along District trails or parks unless approved by the District in writing. Further, any allowed signs shall be kept neat and tidy and shall not be blown into any District storm sewer inlet or ditch. In such event, failure to pick up a blown sign shall be considered a violation of this Rate Order.
- (4) Other Builder Responsibilities. The builder is responsible for observing all provisions of, and for enforcing, this Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of

their lots and erosion control measures to insure there is no damage to any District facility and that the erosion control measures are functioning properly.

- (5) Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Rate Order and will subject the builder to penalties set forth in the section entitled Penalties for Violation. Further, the District, at its sole option, may perform or have performed any of the builder's responsibilities and back-charge the builder for the cost. Failure to timely pay a back-charge or to comply with these responsibilities will subject the builder to termination of service or withholding of taps in accordance with this Rate Order.

Section 14: Maintenance and Repair

- A. User's Lines. It shall be the responsibility of each User to maintain the water and sewer lines from the point of connection to the District's System to the building served.
- B. Obstructions. After a water meter has been set, the customer shall at all times keep the area in, around and upon the meter and box and District easements and property under customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under customer's control free from rubbish or obstructions shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer system which could cause obstruction of said system. In the event that an inspection by the District's Engineer or Operator reveals foreseeable damage to the sanitary sewer system resulting from a customer's failure to prevent obstructions from entering said system, the District reserves the right to immediately and without notice remove the obstruction; any District costs for removal of the obstruction, plus a District administration fee of 50% of said costs, shall be assessed to the customer.

Section 15: Plumbing Material Restrictions

- A. Prohibition on Use of Specified Materials. In addition to the requirements set out elsewhere in this Rate Order, the use of the following plumbing materials are prohibited in any and all improvements connected to any district water system:
- (1) For facilities constructed or installed on or after January 4, 2014, any pipes, pipe fittings, plumbing fittings, or fixtures, the wetted surface of which contains more than a weighted average of 0.25 percent lead as calculated by 40 CFR 143.12; and
 - (2) Any solder or flux which contains more than 0.2% lead; and
 - (3) For any facilities constructed or installed after October 1, 2020, any drinking water cooler, which contains any solder, flux or storage tank interior surface, which may come into contact with drinking water, if

the solder, flux, or storage tank interior surface contains more than 0.2% lead. Drinking water coolers must be manufactured such that each individual part or component that may come into contact with drinking water shall not contain more than 8% lead while still meeting the maximum 0.25% weighted average lead content of the wetted surfaces of the entire product.

- B. Certification of Compliance with Prohibition. Before the District will provide water and sewer service to any new improvement, a certificate of compliance, in the form attached as Exhibit D, must be submitted to the District.

Section 16: 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 B.
- 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 device 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 assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a Non-Single Family Residential User to install a backflow prevention assembly at any meter(s) servicing such a 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 TCEQ 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 the District's operator, at the User's sole cost and expense.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by the District's operator; the cost will be \$80.00 for Single Family Residential Users and \$150.00 for Non-Single Family Residential Users and Non-Taxable Users which is due and payable prior to the test. The User is solely responsible for the cost of this test. If a backflow prevention assembly fails the inspection, an additional inspection at a cost of \$80.00 per Single Family Residential connection and \$150.00 per Non-Single Family Residential connection and Non-Taxable connection is to be paid prior to reinspection. 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 that event, service will not be restored until 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 C 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 C 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 and all other types of service, the District's operator must perform the inspection; the cost will be \$100.00 for Single Family Residential Users and \$150.00 for Non-Single Family Residential and Non-Taxable Users. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

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 D. 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 TCEQ. 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 customers service inspection, the final plumbing inspection, any periodic reinspection, 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.

Section 17: Billing and Termination

- A. Charges for service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment is received on or before the 20th day after the date of said statement, such account shall be considered delinquent and interest of ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect service for failure to pay all charges, including interest, by the 50th day after the due date; provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the User at the address of the connection and provide the User with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the User of the amount of the delinquent payment, the date service will be disconnected if payment 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, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be ten (10) days after the date of the next scheduled meeting of the Board of Directors as shown in the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. A fee in the amount of \$6.00 shall be charged by the District for each such notice of delinquency mailed to a User. If the User appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User of the Board's determination by sending written notice by United States first class mail to the User 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 the penalties described in Section 25, shall be subject to having 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 other entity the opportunity to contest, explain or correct the violation of the Rate Order at a meeting of the Board of Directors of the District. A fee in the amount of \$20.00 shall be charged by the District for each such notice of disconnection. Such disconnection shall be in addition to penalties that may be imposed by the District under Section 25.

- C. If service to a User is disconnected for nonpayment of a delinquent bill or for any cause legally authorized, a reconnection fee of \$60.00 plus a security deposit of \$75.00, payable in accordance with this Rate Order one time after service is terminated, shall be paid prior to service being restored. 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 User's meter due to unauthorized reconnection of service subsequent to its termination by the District, a reinstallation fee of \$100.00 shall be paid prior to service being restored, which fee is in addition to any other fees imposed.

Section 18: Termination of Service Upon Request of User. Whenever a User of District services temporarily or permanently abandons the structure or building receiving service and no longer wishes to be serviced, he or she shall notify the District's operator at least two (2) days prior to the time he or she desires service to be discontinued. The District shall charge such User \$20.00 for discontinuing and \$20.00 for restoring service if such service is discontinued or restored at the request of the User and he or she is not delinquent in the payment of any bill at the time of the request.

Section 19: Additional Payment Options. Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to, online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area retail locations. Certain payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Order. If any User payment is refused or returned by the processing financial institution, the District will charge the User a return item fee of \$30.00. Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Order.

Section 20: Returned Check Charge. The District will charge a \$30.00 fee to any customer for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check which is returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by the previous section.

Section 21: Security Deposit. For Users that have been disconnected in accordance with this Rate Order, a one-time non-interest bearing deposit in the amount of \$75.00 shall be required to be paid prior to service being restored. Once a User has paid a deposit, such User shall not be required to pay another deposit if the User is subsequently disconnected. The security deposit shall be held by the District as a deposit to assure prompt payment of all charges for service in the future.

Section 22: Transfer Fee. A fee of \$35.00 shall be charged by the District to cover the expense to the District for the transfer of water and sewer service from the initial User to each subsequent User.

Section 23: Pressure of Water. The District agrees to use all reasonable efforts to supply to any User adequate pressure of water. The District does not and will not guarantee to any User a specific quantity or pressure of water for any purpose whatsoever. The District is required only to furnish a connection to its System and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the District shall use reasonable efforts to supply water to all Users at an acceptable minimum pressure.

Section 24: No Free Service. No free service shall be granted to any User for services furnished by the District's System whether such User be a charitable or eleemosynary institution, a political subdivision or municipal corporation, and all charges for service shall be made as required herein.

Section 25: Required Service. No service shall be given from the District's System unless such User agrees to take both water and sewer service, except to Public Space Users and in those instances where the Board determines that both services are not necessary for the preservation of the sanitary condition of water within the District.

Section 26: Penalties for Violation. Any person, corporation or other entity who:

- A. violates any Section of this Order; or
- B. makes unauthorized use of District services or facilities; or
- C. 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
- D. uses or permits the use of any septic tank or holding tank within the District; or
- E. violates the District's Industrial Waste Order, if any; or
- F. violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections; or
- G. violates the District's Order Adopting Drought Contingency Plan, if any; or
- H. constructs facilities or buildings which are not included in the approved plans for development required in this Order;

shall be subject to a penalty of up to \$10,000.00 for each breach of each one 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, fees and charges provided by this Amended and Restated Rate Order and the laws of the State of Texas and in addition to any other legal rights and remedies of the District as may be allowed by law.

Section 27: This Amended and Restated Rate Order and all of the provisions herein apply only to utility service to land within the District. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

Section 28: Appeal. Any determination by the District's Operator or the District's Engineer or any authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District, which shall conduct a hearing on the matter. The District's Operator and/or Attorney shall provide the customer with information regarding appeals and hearing procedures upon the customer's request.

Section 29: Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Amended and Restated Rate Order at any time.

Section 30: Effective Date. This Amended and Restated Rate Order is effective as of May 24, 2021.

[Execution page follows.]

ADOPTED on May 24, 2021.



(SEAL)

S. Winters

Susan Winters (May 25, 2021 22:33 CDT)

President, Board of Directors

EXHIBIT A

STANDARD SANITARY SEWER USAGE RATES

CALCULATE VALUE BASED ON THE FOLLOWING DATA:

A)	Residential Development	
	Single Family Residential	315 GPD/Unit
	Townhouse/Patio/Cluster Homes	315 GPD/Unit
	Duplex/Triplex	315 GPD/Unit
	Fourplex	270 GPD/Unit
	Condominium	270 GPD/Unit
	Apartment with Washer/Dryer	270 GPD/Unit
B)	Institutional Development	
	Church	
	Auditorium	1 GPD/Seat
	Administration Building	15 GPD/Capita
	Day School Classroom	10 GPD/Capita
	School	
	Unspecified	15 GPD/Capita
	Elementary	10 GPD/Capita
	Day Care Center	10 GPD/Capita
	Residential	100 GPD/Capita
	Dormitory	90 GPD/Capita
	Hospital	200 GPD/Bed
	Nursing Home	90 GPD/Bed
	Prison	280 GPD/Capita
C)	Office Development	
	Office Building	0.10526 GPD/Square Feet
D)	Retail Development	
	Retail Store	0.07 GPD/Square Feet
E)	Restaurant Development	
	Average Full Service 10-12 Hours	35 GPD/Seat
	Twenty Four (24) Hour Full Service	50 GPD/Seat
	Tavern or Lounge (No Food Service)	10 GPD/Seat
	Soda Fountain	10 GPD/Seat

	Fast Food Paper Plate Service	10 GPD/Seat
	Monterey House	13 GPD/Seat
	Café	20 GPD/Seat
	Bakery	0.225 GPD/Square Feet
	Pizza Parlor	8 GPD/Seat
	Fast Food (No Seating)	0.07 GPD/Square Feet
F)	Coiffure Development	
	Beauty Shop	150 GPD/Shampoo Bowl
	Barber Shop	150 GPD/Shampoo Bowl
	Supercuts Barber Shop	77 GPD/Shampoo Bowl
G)	Cleaning Development	
	Washateria (Based on 50 G/Wash and 10 washes/day)	500 GPD/Machine
	Car Wash	
	Individual Bay, Self-service w/o reclaim (wand type)	300 GPD/Bay
	Individual Bay, Self-service with reclaim (wand type)	0 GPD/Bay
	Commercial w/o reclaim (tunnel type)	1200 GPD
	Commercial with reclaim (tunnel type)	0 GPD
H)	Recreational Development	
	Theatre	
	Indoor	5 GPD/Seat
	Drive-In	5 GPD/Space
	Skating Rink	5 GPD/Capita
	Bowling Alley	200 GPD/Lane
	Swimming Pool	5 GPD/Swimmer
	Stadium	3 GPD/Seat
	Country Club	100 GPD/Member and 25 GPD/Guest
	Health Club/Spa w/swimming pool and/or whirlpool	10GPD/Member/Day
	Health Club/Spa w/out swimming pool and/or whirlpool	5GPD/Member/Day
	Raquetball Club	160.25GPD/Court

I)	Service Station Development	
	Station with service (maximum of 1000 GPD if no car wash)	500 GPD/Island
	Self Service Station	0.07 GPD/Square Feet
J)	Hotel/Motel Development	
	Hotel/Motel (excluding restaurant)	79 GPD/Room
	Hotel/Motel (w/kitchenettes)	135 GPD/Room
K)	Industrial Development	
	Warehouse	0.03 GPD/Square Feet
	Factory w/shower	25 GPD/Capita
	Factory w/o shower	20 GPD/Capita
	Factory Residential	80 GPD/Capita
	Industrial Laundry	300 GPD/50 lbs.
	Clothes or Manufacturing	5000 GPD/Machine 0.05 GPD/Square Feet
L)	Transportation Terminal Development	
	Transportation Terminal (excluding restaurants)	5 GPD/Passenger
M)	Other	
	Film Processor	1260 GPD/Processor
	Fire Station	90 GPD/Capita
	Funeral Homes	675 GPD/Body
	Technicolor One Hour Photo Store	1000 GPD/Store
	Toilet	80 GPD/Toilet

EXHIBIT B

SERVICE AGREEMENT

1. **PURPOSE.** Fort Bend County Municipal Utility District No. 149 (“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 and Federal regulations.
 1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 2. 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.
 3. No connection which allows water to be returned to the public drinking water supply is permitted.
 4. For facilities constructed or installed after January 4, 2014, no pipes, pipe fittings, plumbing fittings, or fixtures, the wetted surface of which contains more than a weighted average of 0.25 percent lead as calculated by 40 CFR 143.12, may be used in the installation or repair of plumbing at any connection which provides water for human consumption.
 5. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human consumption.
 6. No solder, flux or storage tank interior surface, which may come into contact with drinking water, if the solder, flux, or storage tank interior surface contains more than 0.2% lead, can be used in the drinking water cooler of a facility constructed on or after October 1, 2020. Drinking water coolers must be manufactured such that each individual part or component that may come into contact with drinking water shall not contain more than 8% lead while still meeting the maximum 0.25% weighted average lead content of the wetted surfaces of the entire product.
3. **SERVICE AGREEMENT.** The following are the terms of the service agreement between

Fort Bend County Municipal Utility District No. 149 (“District”) and **[NAME OF CUSTOMER]** (“Customer”).

1. 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.
 2. 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 after any major changes to the private plumbing facilities. The inspections shall be conducted during the District’s normal business hours.
 3. 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.
 4. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
 5. 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.
 6. Customer understands and agrees that the District does not guarantee any specific quantity 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 the Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to Customer.

CUSTOMER’S SIGNATURE: _____

DATE: _____

ADDRESS: _____

EXHIBIT C

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.

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
- Pressure Vacuum Breaker
- Double Check Valve
- 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 D

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 pipes, pipe fittings, plumbing fittings, or fixtures, the wetted surface of which contains more than a weighted average of 0.25 percent lead as calculated by 40 CFR 143.12, exists in private plumbing facilities installed on or after January 4, 2014.	<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 June 19, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(6) No solder, flux or storage tank interior surface, which may come into contact with drinking water, if the solder, flux, or storage tank interior surface contains more than 0.2% lead, exists in the drinking water cooler of a facility constructed on or after October 1, 2020. Drinking water coolers must be manufactured such that each individual part or component that may come into contact with drinking water shall not contain more than 8% lead while still meeting the maximum 0.25% weighted average lead content of the wetted surfaces of the entire product.	<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

Title

Date

Registration Number

Type of Registration

License Expiration Date






Amended Rate Order

Final Audit Report

2021-05-26

Created:	2021-05-25
By:	Amy Love (amy@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhx2qdnbGzQLlw31UDKnrESJvArKZdSM

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-  Document created by Amy Love (amy@mullerlawgroup.com)
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-  Document e-signed by Susan Winters (srm2425@yahoo.com)
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