

AMENDED RATE ORDER AND REGULATIONS GOVERNING WATER
AND SANITARY SEWER LINES AND CONNECTIONS

WHEREAS, Fort Bend County Municipal Utility District No. 165 (the "District") is constructing and will own and operate a water, sanitary sewer, and storm sewer and drainage system (the "System") designed to serve present and future inhabitants within the District; and

WHEREAS, the Board of Directors deems it necessary to amend its Rate Order; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 165 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 including, but not limited to, commercial establishments, apartments, churches, schools, and multi-family dwelling units.

C. "Irrigation User" - means any user of the District's water and sewer system that is a user of the District's System only for purposes of irrigation in public areas.

D. "Non-Taxable User" - means a user that is exempt from ad valorem taxation by the District under the Property Tax Code, including, but not limited to, schools and churches.

E. "Illicit Discharge" or "Unauthorized Materials" - means any discharge to the District's storm sewer system that is not composed entirely of stormwater. This includes illegal dumping or the unauthorized discarding of solid waste on District property.

Section 2: Tap and Inspection Fees

A. Single Family Residential User Water Tap. Prior to connection to the District's water system, a tap fee in the amount shown in **Exhibit A** shall be paid to the District to cover the cost of making said connection and the cost of providing the water meter. 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 User Connection. Connections to the District's System shall not be allowed prior to receipt by the District's operator of (a) the District's engineer's letter of no objection and (b) payment of the tap fee. All water system connections shall be made by the District's operator or its subcontractors and all sewer connections shall be inspected by the District's operator or its subcontractors. Prior to any connection being made to the District's water system by a Non-Single Family Residential User, such User shall:

(1) pay a tap fee shown in **Exhibit A**; and

(2) present a written request to the District stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, and describing the improvements to be constructed thereon, accompanied by schematic drawings and construction prints of the proposed connection lines and connection points to the District's System. The District's engineer will review the plans and note any required revisions. The engineer will then return the plans, as approved, to the User with a notation that he has no objection to the connection(s) being made to the District's System by the District's operator as per the approved (and if appropriate, revised) plans.

C. Irrigation User Water Tap. Prior to any connection being made to the District's water system by an Irrigation User, for use in a public area, such User shall pay a tap fee in the amount shown in **Exhibit A**.

D. Non-Taxable Users. Non-Taxable users shall pay a tap fee in the amount shown in **Exhibit A**. The District will provide and install all meters and taps. All connections to the District's System shall be made by a representative of the District.

E. Sewer Connection Inspection. All connections to the District's sewer system shall be made in accordance with the provisions of the Rules and Regulations Governing Sewer House Lines and Sewer Connections. All connections to the District's sewer system shall be inspected by the District's operator or its subcontractor prior to being covered in the ground. In the event a sewer connection is made and covered without such inspection, water service at such location shall be terminated and shall not be allowed until an approved sewer connection inspection has been performed. An inspection fee shall be paid to the District at the time the tap fee is paid in the amount shown in **Exhibit A**. If a sewer connection fails the inspection, an additional inspection at the same inspection fee is to be paid to the District prior to reinspection.

F. Pre-Facility Inspection. All builders or contractors for property owners within the District must 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 visible a District facility at the expense of the District. A copy of the inspection will be given to the builder's or contractor's representative. 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. The cost for the inspection is shown on **Exhibit A** and is payable with the tap fee.

G. Facility Inspection. Immediately upon completion of the District's operator's installation of the initial water tap and meter, and the sewer connection and inspection, the operator will conduct an initial facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. 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 shown in **Exhibit A** (the fee shall be collected at the time the tap fee is paid). In connection with the above inspection or any other time, the property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities or other conditions that might reasonably be expected to cause damage to District facilities, and the cost of correcting such conditions, repairing, adjusting or relocating the facilities (the "Backcharges"). The Backcharges are payable immediately, and must be paid before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee in the amount shown in **Exhibit A** 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 Section 8 prior to withholding the provision of service.

H. Plan Review Fee. Prior to the making of any Non-Single Family Residential User connection, the plans for all internal lines shall be presented to the District's engineer for review as to compliance with the District's regulations and compatibility with the District's water, sewer, and drainage system. There shall be a minimum charge to the entity requesting the connection in the amount shown in **Exhibit A**.

I. Grease Trap Inspection. For each grease trap installed, the District's operator shall inspect the initial installation for a fee in the amount shown in **Exhibit A** until the installation is acceptable. The District's operator shall inspect grease traps on a

quarterly basis for a fee in the amount shown in **Exhibit A**. Failure to pay the inspection fee shall be deemed cause for termination as set forth in this Rate Order.

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 Environmental Protection Agency.

(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 Builder 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 they 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 19. Further, the District, at its sole option, may perform or have performed any of the builder's 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 8 or withholding of taps in accordance with Section 2G.

Section 3: Platting Requirement. Prior to initially connecting to the District's water, sewer or drainage systems, a User shall submit to the District's operator proof that the User's property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat, or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

Section 4: Plumbing Material Restrictions

A. Prohibition on Use of Specified Materials. The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system:

- (1) Any pipe or pipe fitting which contains more than a weighted average of 0.25% lead; and
- (2) Any solder or flux which contains more than 0.2% lead.

B. Customer Service Inspection Certification. Before the District will provide water and sewer service to any new improvement, a fully executed Customer Service Inspection Certification, in the form attached as **Exhibit C**, signed by a state-licensed plumber must be submitted to the District.

Section 5: Water, Sewer Rates, Garbage Recycling Service, and Fire Protection Rates.

A. Regulatory Assessment. Pursuant to the Texas Water Code, each User of the District's systems is hereby assessed a regulatory assessment charge of one-half of one percent of the District's charge for service. This assessment is included in the rate schedules attached hereto as **Exhibit B** and will be forwarded to the Texas Commission on Environmental Quality (the "TCEQ"), as required by the Texas Water Code, and used by the TCEQ to pay costs and expenses incurred in its regulation of water districts.

B. 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 schedule attached as **Exhibit B**. There shall be no pro-ration for partial monthly use.

C. Garbage and Recycling Service. Each Single Family Residential User shall receive garbage (which may include recycling service at the option of the District), the cost of which is included in the water and sewer service rates. No exceptions will be made.

D. Community Association Fees. Water service will be provided to public esplanades or public green spaces maintained by a community association within the District for irrigation purposes only at the rate indicated on **Exhibit B**. All such public taps shall be required to have meters, which shall be installed by the District's operator.

E. Temporary Water Service.

(1) 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.

(2) The person applying for temporary water service shall be required to deposit \$1,000.00 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.

(3) The monthly fee for temporary water service shall be \$50.00 for costs of installation plus \$2.50 per 1,000 gallons of water used.

F. North Fort Bend County Water Authority Assessment. Pursuant to Senate Bill 1798 of the 77th Legislature creating the North Fort Bend County Water Authority (the "Water Authority") and the Order Establishing Groundwater Reduction Plan Fee adopted by the Water Authority, the District is required to pay a fee monthly to the Water Authority in the amount required by the Water Authority based on the total water usage attributed to the District each month in connection with its participation in a regional water plant system with Grand Mission Municipal Utility District No. 1, Grand Mission Municipal Utility District No. 2, and Fort Bend County Municipal Utility District No. 143 (the "Regional System"). The District hereby assesses a charge equal to the amount charged by the Water Authority per 1,000 gallons of metered water usage (the "NFBCWA Fee") plus ten percent (10%) to every User. The District's operator shall list the NFBCWA Fee on each User's bill as a separate line item in addition to other charges. Failure by a User to pay the NFBCWA Fee shall result in the termination of water and sewer serve in accordance with the provisions of this Rate Order.

G. Fire Protection Fees

(1) Each residential property in the District shall be charged a monthly fee for fire protection services in accordance with the schedule attached as **Exhibit B**. A residential property shall mean any building or part of a building designed for permanent occupancy by one family. A detached single family residential property is considered one residential property, a duplex is considered two residential properties and each living unit in an apartment complex is one residential property.

(2) Each nonresidential property in the District shall be charged a monthly fee for fire protection services for each 2,000 square feet or part thereof of

building floor area for every "improved nonresidential property" in accordance with the schedule attached as **Exhibit B**. "Improved nonresidential property" means any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Fort Bend Central Appraisal District. The monthly charge for improved nonresidential property does not apply to improved nonresidential property owned by the District.

Section 6: 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 7: Maintenance and Repair. It shall be the responsibility of each User to maintain the water, sanitary sewer and storm sewer lines from the home or building to the point that the User's lines connect to the District's systems.

Section 8: Termination and Payment Options

A. Charges for water, sewer, and fire protection 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 of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any Backcharges is received on or before the 30th day after the date of the invoice pursuant to Section 2(G), such account shall be considered delinquent and a one-time late charge equal to ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect water service for failure to pay all charges, including interest, by the 20th day after the due date and all Backcharges, including interest, by the 30th 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 or entity at the appropriate address and provide the User or entity with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. To cover the District's costs charged by the operator, a fee in the amount shown in **Exhibit A** shall be charged by the District for each such notice of delinquency mailed to a User. The written notice shall inform the User or entity of the amount of the delinquent payment, the date service will be disconnected or additional service withheld 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 notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service. 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.

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

In the event a User pays monthly service fees, reconnection charges, or other district bills by check or credit card payment and said payment is returned unpaid for any reason not due to negligence of the District, the payment shall be considered delinquent and the User shall be required to pay the outstanding bill in cash, or cashier's check or money order within the time period required by Section 8A, and additionally, shall be required to pay a service charge in the amount shown in **Exhibit A** to compensate the District for its expense in processing the dishonored check or credit card.

The District shall send written notice to any User whose check or credit card payment is returned that such payment has been returned unpaid. Such notice shall state the place and time at which the account may be paid and the billing company's telephone number.

If the District has not given written notice of termination prior to the time of receipt of a check or credit card payment subsequently dishonored, the District shall proceed with termination as provided above, charging the \$30.00 for its expense of processing the dishonored check or credit card payment, and requiring payment by cash, cashier's check or money order.

If the District has given written notice of termination prior to the time of receipt of a check or credit card payment subsequently dishonored, the District shall terminate service at the later of (a) the date of termination previously specified or (b) forty-eight (48) hours from the time of posting notice as provided above, unless the bill is paid in full in cash, cashier's check or money order.

C. Billing and Service During Extreme Weather Emergency. Notwithstanding any provisions of this Rate Order to the contrary, a User or entity may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. A User or entity may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that is due during an extreme weather emergency. Upon receipt of a timely payment schedule request, the District shall provide, in writing, a payment schedule and a deadline for accepting the payment schedule. The District or the District's operator may, at the discretion of the District and/or the District's operator, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations. If a User or entity requests a payment schedule pursuant to this paragraph, the District shall not disconnect the User or entity from service for nonpayment of bills that are due during an extreme weather emergency unless: (1) the payment schedule has been offered and the User or entity has declined to accept the payment schedule in a timely fashion; or (2) the User or entity has violated the terms of the payment schedule.

Any preexisting disconnection notices issued to a User or entity for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule made under this paragraph; provided, however, that if: (1) the User or entity does not timely accept a payment schedule offered by the District; or (2) the User or entity violates the terms of the payment schedule, then any suspended disconnection notices may be reinstated. A User or entity who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order. For purposes of this paragraph, "extreme weather emergency" means a period when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. For purposes of this paragraph, an "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

D. If service to a User is disconnected for nonpayment of a delinquent bill or for any cause legally authorized, a reconnection fee in the amount shown in **Exhibit A** plus a security deposit in the amount shown in **Exhibit A**, payable in accordance with Section 11, 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.

E. 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 in the amount shown in **Exhibit A** shall be paid prior to service being restored.

F. 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 19, 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. Such disconnection shall be in addition to penalties that may be imposed by the District under Section 19.

G. If service to a User is disconnected for nonpayment of a delinquent bill or for any cause legally authorized, a reconnection fee in the amount shown in **Exhibit A** plus a security deposit in the amount shown in **Exhibit A**, payable in accordance with Section 11, 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.

H. 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 in the amount shown in **Exhibit A** shall be paid prior to service being restored.

Section 9: Swimming Pool, Spa, or Splash Pool Inspections and Fee. Every User who plans to construct or install a swimming pool, spa, or splash pool within the District shall notify the District's operator in writing prior to commencing construction. Upon notification by the User of the intention to construct or install such facilities, the User shall pay an inspection fee in the amount shown in **Exhibit A**. After the notification is received, the District's operator shall ensure that all drains from such facilities are connected to the District's sanitary sewer system. It is prohibited to discharge chlorine or salt swimming pool, spa, or splash pad water into the District's storm sewer system. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all drains and backflow prevention devices to verify that the proper connections are made, before service is authorized for said facilities.

Section 10: No Guarantee of Specific Quantity or Pressure of Water. The District does not guarantee any User any specific quantity or pressure of water for any purpose whatsoever, and all Users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any User at any time.

Section 11: Security Deposit. For Users that have been disconnected in accordance with Section 8, a non-interest bearing deposit in the amount indicated in **Exhibit A** shall be required to be paid prior to service being restored. Such User shall be required to pay an additional deposit each time such User is subsequently disconnected in accordance with **Exhibit A**. The security deposit shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service in the future.

Section 12: Transfer Fee. A fee in the amount shown in **Exhibit A** shall be charged by the District to all Users opening an account to cover the expense to the District for the transfer of service from one User to the subsequent User.

Section 13: 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) a Development Permit from Fort Bend County, Texas or (2) a Waiver for the Development Permit from Fort Bend County, Texas.

Section 14: Easements. Before service is begun 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.

Section 15: 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 D**.

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 a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by the District's operator. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In 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 E** 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. The User must arrange for the District's operator to perform a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as **Exhibit E** 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 is set out in **Exhibit A** and will be the sole responsibility of the User and must be performed by the District's Operator, who is a certified waterworks operator holding an endorsement from the TCEQ. 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 continuous 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 Amended Rate Order as **Exhibit C**. The District's operator will retain such inspection certifications for a minimum of ten (10) years. 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 customer service 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 five (5) 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 Section 19 of 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 16: Storm Water Management

A. Storm Sewer, Drainage Facilities, and Unauthorized Materials. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, maintains, owns and operates a drainage and storm sewer system (collectively, the "Drainage Facilities"). Pursuant to Title 40, Part 122 of the Code of Federal Regulations, the District adheres to the storm water regulatory provisions, as referenced in the National Pollutant Discharge Elimination System and Sections 318, 402, 405 of the Clean Water Act. The District is regulated by the Texas Pollutant Discharge Elimination System ("TPDES") through General Permit No. TXR040000 (the "General Permit"). The General Permit upholds all federal regulations through the implementation of the District's Storm Water Management Program ("SWMP"). The TCEQ monitors the Best Management Practices ("BMPs") outlined in the SWMP to ensure the District adequately administers all program elements and prevents illicit discharges from entering into the Municipal Separate Storm Sewer System.

The use of the District's Drainage Facilities is solely used for storm water. No unauthorized materials such as liquids, solids, grass or yard clippings, trash, pet waste, construction materials, oils or grease, shall be introduced into the District's Drainage Facilities. Only runoff entirely composed of storm water or certain allowable non-storm water shall be discharged into the Drainage Facilities. The following non-storm water sources may be discharged into the Drainage Facilities:

- a) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated 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) de-chlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
- n) street wash 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-storm water discharges listed in 40 CFR §122.26(d)(2)(iv)(B)(1);
- q) non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit ("MSGP") or the TPDES Construction General permit ("CGP");
- r) discharges that are authorized by a TPDES or PNDES permit or that are not required to be permitted; and
- s) other similar occasional incidental non-storm water discharges, such as spray park water, unless the TCEQ develops permits or regulations addressing these discharges.

Upon reasonable request, all Drainage Facilities users shall allow their property and/or the property under their control to be inspected by the District's consultants during normal business hours for possible illicit connections to the District's Drainage Facilities and other unacceptable discharges to the District's Drainage Facilities which violate this Rate Order. The District's consultants may perform random testing and/or inspections when the District has reason to believe that an illicit connection to the District's Drainage Facilities exists or that an illicit discharge to the District's Drainage

Facilities is occurring. The District will determine through the inspection if the illicit connection or discharge may pose a serious threat to the integrity of the District's Drainage Facilities. A Notice of Violation will be issued to the Drainage Facilities user responsible for the illicit connection or discharge. It is essential that the District maintain the Drainage Facilities and ensure they are kept clear of any objects or debris that may block them and interfere with their intended purpose. The District's Drainage Facilities are solely allowed to carry storm water rainfall and anything deposited into such system is unauthorized. Any individual who disposes of, or is responsible for the disposal of, trash, pet waste, household or other hazardous materials, construction materials or debris, chemicals, grass, tree or yard clippings, other debris, or anything else prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, that might potentially impede the free flow of storm water runoff (collectively, "Unauthorized Materials" or "Illicit Discharge") in the Drainage Facilities or the District's Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. Additionally, pursuant to Section 19 of this Rate Order, the District may assess a penalty or disconnect the customer's water service to collect such penalty for such violation.

It shall be a violation of this Rate Order to introduce Unauthorized Materials into the District's Drainage Facilities or to damage the District's Drainage Facilities in any manner. Property owners are responsible for adequately maintaining the storm water structural controls they own and operate, while ensuring Unauthorized Materials do not enter into the District's Drainage Facilities. The District reserves the right to assess such penalties, as provided in this Rate Order to any person, corporation, or other entity which makes such unauthorized use of, or causes any damage to, the District's Drainage Facilities. The failure of a Drainage Facilities User to comply with the responsibilities outlined herein will be considered a violation of this Rate Order and will subject the User to penalties as outlined below:

- Notice of Violation for illicit discharge to District's Drainage Facilities: \$500 Fine per incident*

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

B. Construction Site Operations. Prior to the construction of any improvements within the District, proper erosion control devices shall be designed, installed, and maintained in accordance with "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County", excluding Section 1, as Amended. Construction plan reviews and

inspections are required on all new development and redevelopment construction projects which disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction Plans shall be submitted to the District's engineer for review prior to the start of any construction activities. The District's engineer will review the construction drawings and determine if the proper erosion control devices are included in the project. After the drawings are approved, unannounced construction site inspections will be conducted by a representative of the District during the beginning and ending stages of construction. The inspections will ensure the contractor is adhering to the minimum requirements outlined in the construction drawings and verify all temporary and permanent erosion control devices are properly installed. In addition, the representative of the District shall conduct site visits at an allowable frequency to ensure no illicit discharges are entering into the Drainage Facilities as a result of the construction activities. The District will utilize an engineering checklist and construction inspection form for documentation and to ensure controls are in place that would prevent or minimize water quality impacts.

The construction site operator is required to be compliant with TPDES General Permit No. TXR150000 ("General Permit") issued by the TCEQ. A storm water pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed 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. A Notice of Intent, as such term is defined in the General Permit, must be submitted by the construction site operator to the TCEQ at least seven (7) days prior to commencement of soil disturbing activities, or as required by the General Permit. The construction site operator will be responsible for the required General Permit inspections by qualified personnel and the implementation and regular maintenance of all BMPs listed in the SWP3 as required by the General Permit.

The construction site operator is responsible for management, implementation, SWP3 compliance, and compliance by all subcontractors, tradesman, suppliers, and agents who perform work at the construction site.

Erosion control devices shall be installed and maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

Prior to the completion of any approved construction activity, the contractor must address post construction runoff. Erosion control devices shall remain on the site after completion of the project. All construction debris and rubbish shall be removed from the site, and any damage to the District's facilities shall be repaired at the expense of the developer, builder or homeowner constructing the improvements. The contractor

is responsible for ensuring all erosion control devices and non-structural controls function properly so illicit discharges do not enter into the Drainage Facilities. All erosion control devices and non-structural controls must be satisfactory to the District's standards.

Failure of the construction site operator to comply with the responsibilities heretofore mentioned 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 surface waters, 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 construction site operator's sole cost and expense, install or repair the BMPs necessary to correct the cause of the Notice of Violation. If the District terminates service in order to preserve the integrity of the District's surface waters, 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 construction site operator. Violators will be subject to the penalties as outlined below:

- (a) Failure to obtain permit coverage under the General Permit: \$1,000 Fine*;
- (b) Failure to prepare a SWP3 as required under the General Permit: \$500 Fine*; and
- (c) Notice of Violation for failure to install or maintain BMPs: \$100 Fine per incident*

*The District reserves the right to charge the construction site operator for any and all expenses incurred while correcting the deficiencies listed in the Notice of Violation.

Section 17: 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 18: Required Service. No service shall be given from the District's System unless such User agrees to take water, sanitary sewer, storm sewer and drainage, and garbage services (which may include recycling service at the option of the District), except in those instances where the Board determines that all such services are not necessary for the preservation of the sanitary condition of water within the District.

Section 19: Penalties for Violation. Any person, corporation or other entity who:

- (1) violates any Section of this Rate Order;
- (2) makes unauthorized use of District services or facilities;
- (3) 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;
- (4) uses or permits the use of any septic tank or holding tank within the District;
- (5) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections;
- (6) violates the District's Order Adopting a Drought Contingency Plan; or
- (7) constructs facilities or buildings which are not included in the approved plans for development under Section 2(B)(2) of this Agreement;

shall be subject to termination of service in accordance with the procedures set forth in Section 8 and a penalty of \$5,000.00 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 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 20: Applicability of Rate Order. This Rate Order and all of the provisions herein apply only to utility service provided 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 21: Superseding Order. This Rate Order supersedes all prior orders, resolutions and other actions of the Board concerning fees and charges for water and sewer service.


[EXECUTION PAGE FOLLOWS]

ADOPTED this 10th day of August, 2023.

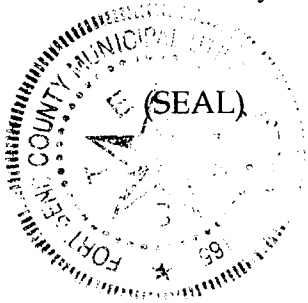


President, Board of Directors

ATTEST:



Secretary, Board of Directors



CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Directors of Fort Bend County Municipal Utility District No. 165, hereby certify as follows:

1. The Board of Directors of Fort Bend County Municipal Utility District No. 165 convened in regular session on August 10, 2023, and the roll was called of the members of the Board:

| | |
|------------------------|--------------------------|
| Avery Bidmead | President |
| Christine Oliver | Vice President |
| Ed Escobar | Secretary |
| William "Mac" McKinnie | Assistant Vice President |
| Gregory Henry | Assistant Secretary |

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

AMENDED RATE ORDER

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

2. A true, full, and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the order has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED on August 10, 2023.



Ed

Secretary, Board of Directors

LIST OF EXHIBITS

- Exhibit A** - Fees
- Exhibit B** - Rates
- Exhibit C** - Customer Service Inspection Certification
- Exhibit D** - Service Agreement
- Exhibit E** - Backflow Prevention Assembly Test and Maintenance Report

EXHIBIT A

FEES

1. TAP FEES

A. Single Family Residential Users

In the case of a 5/8 inch water meter, the tap fee shall be: \$1,135

In the case of a 3/4 inch water meter, the tap fee shall be: \$1,355

In the case of a 1 inch water meter, the tap fee shall be: \$1,485

B. Non-Single Family Residential User

For Non-Single Family Residential User taps (those meters over 1 inch), User shall pay a tap fee equal to the actual cost to the District, plus 200%.

C. Non-Taxable Users:

For Non-Taxable Users, the User shall pay a tap fee equal to the actual cost to the District, including the costs of all facilities necessary to provide District services to such Non-Taxable User where such facilities are financed or to be financed by tax-supported bonds of the District.

D. Irrigation Users:

Actual cost to the District.

2. SEWER CONNECTION INSPECTION FEE

Single Family Residential connection: \$75

Non-Single Family Residential connection: Actual cost to the District, plus 200%

3. PRE-FACILITY INSPECTION FEE

Single Family Residential connection: \$75

| | | |
|----|--|---|
| | Non-Single Family Residential connection: | Actual cost to the District, plus 200% |
| 4. | <u>FACILITY INSPECTION FEE</u> | |
| | Single Family Residential connection: | \$75 |
| | Non-Single Family Residential connection: | Actual cost to the District, plus 200% |
| | Reinspection fee | \$55 |
| 5. | <u>PLAN REVIEW FEE</u> | \$200 |
| 6. | <u>GREASE TRAP INSPECTION FEE</u> | |
| | Fee per inspection until installation is acceptable | \$75 |
| | Monthly inspection Rate | \$30 |
| 7. | <u>CUSTOMER SERVICE INSPECTION FEE</u> | |
| | Single Family Residential connection: | \$90 |
| | Non-Single Family Residential connection: | Actual cost to the District, plus 200% |
| 8. | <u>BACKFLOW PREVENTION DEVICE TEST</u> | |
| | Residential | \$100 |
| | Commercial | per quote |
| | Community associations (one-inch meter or smaller) | \$100 |
| | Community associations (meter is larger than one-inch) | per quote |
| | Backflow Program Administration (per year, per device) | \$90 |
| 9. | <u>SWIMMING POOL, SPA, SPLASH POOL INSPECTION FEE</u> | \$90 |

10. **FEE TO MAIL NOTICE OF DELINQUENCY TO USER**

Fee to Mail Notice \$10

11. **RECONNECTION FEE**

\$70

12. **SECURITY DEPOSIT**

Single Family Residential connection:

\$75 first deposit and \$50 following each disconnection up to a maximum of \$225

Non-Single Family Residential connection:

Deposit equal to two (2) times the estimated average monthly bill for such connection, as determined by the District based on typical requirements for similar uses

13. **REINSTALLATION FEE DUE TO METER REMOVAL**

\$50

14. **FEE FOR DISHONORED CHECK OR CREDIT CARD**

\$30

15. **TRANSFER FEE**

\$40

EXHIBIT B

RATES

1. Water Service Rates:

| <u>TYPE OF CONNECTION</u> | <u>GALLONS USED</u> | <u>RATE</u> |
|--|-------------------------------|----------------------------|
| Builder and Residential | 0-8,000 gallons | \$33.60 (minimum) |
| | 8,001-15,000 gallons | \$1.00 per 1,000 gallons |
| | 15,001-30,000 gallons | \$1.50 per 1,000 gallons |
| | 30,001 gallons and thereafter | \$2.00 per 1,000 gallons |
| | | |
| Community Associations | 0-5,000 gallons | \$32.00 (minimum) |
| | 5,001 gallons and thereafter | \$.075 per 1,000 gallons |
| | | |
| Commercial (all other) per ESFC (as determined by the District) | 0-8,000 gallons | \$32.00 (minimum) per ESFC |
| | 8,001-15,000 gallons | \$1.00 per 1,000 gallons |
| | 15,001-30,000 gallons | \$1.50 per 1,000 gallons |
| | 30,001 gallons and thereafter | \$2.00 per 1,000 gallons |

2. Sewer service rates:

| <u>TYPE OF CONNECTION</u> | <u>GALLONS USED</u> | <u>RATE</u> |
|--|------------------------------|--------------------------|
| Builder and Residential | Flat rate | \$24.80 |
| Community Associations | Flat rate | \$17.00 |
| Commercial (all other) per ESFC (as determined by the District) | 0-8,000 gallons | \$17.00 per ESFC |
| | 8,001 gallons and thereafter | \$0.25 per 1,000 gallons |

3. Fire Protection Services:

The rate for fire protection services for residential properties shall be a flat monthly rate of \$14.37. The rate for fire protection services for nonresidential properties shall be a flat monthly rate of \$14.37 for each 2,000 square feet or part thereof of the building floor area for every "improved nonresidential property." These rates shall be in effect from October 1, 2023 until September 30, 2024. Beginning October 1,

2023, the fee shall be adjusted by the City of Richmond in accordance with the Fire Protection Agreement.

4. Fire Protection Meter

The water rate for a fire protection meter shall be a monthly rate of \$11.54 plus \$1.05 per 1,000 gallons of water metered over zero.

5. Surface Water Fee

The surface water fee shall be equal to the amount charged by the Water Authority per 1,000 gallons of metered water usage (the "NFBCWA Fee") plus ten percent (10%) to every User.

EXHIBIT C

Texas Commission on Environmental Quality Customer Service Inspection Certificate

| | |
|----------------------|--|
| Name of PWS: | |
| PWS ID # | |
| Location of Service: | |

| Reason for Inspection: | |
|--|--------------------------|
| New construction | <input type="checkbox"/> |
| Existing service where contaminant hazards are suspected | <input type="checkbox"/> |
| Material improvement, correction or expansion of distribution facilities | <input type="checkbox"/> |

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

| Compliance | Non-Compliance | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations. |
| <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 principle backflow prevention assembly is properly installed. |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014. |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988. |

I further certify that the following materials were used in the installation of the private water distribution facilities.

| | | | | |
|----------------|-------------------------------|------------------------------------|---------------------------------------|--------------------------------|
| Service lines: | Lead <input type="checkbox"/> | Copper <input type="checkbox"/> | PVC <input type="checkbox"/> | Other <input type="checkbox"/> |
| Solder: | Lead <input type="checkbox"/> | Lead Free <input type="checkbox"/> | Solvent Weld <input type="checkbox"/> | Other <input type="checkbox"/> |

| | |
|---------|--|
| Remarks | |
| | |
| | |

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

| | | | |
|------------------------------|--|-----------------------|---|
| Signature of Inspector | | License Type | |
| Inspector Name (Print/Type): | | License Number | |
| Title of Inspector: | | Date / Time of Insp.: | / |

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j)

EXHIBIT D

SERVICE AGREEMENT

- I. **PURPOSE.** The Fort Bend County Municipal Utility District No. 165 ("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.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than a weighted average of 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Fort Bend County Municipal Utility District No. 165 (the "District") and [NAME OF CUSTOMER] (the "Customer").

- A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
 - B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
 - C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
 - D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
 - E. Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
 - F. Customer understands and agrees that the District does not guarantee any specific 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.
- IV. **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 E

Texas Commission on Environmental Quality 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 ID# | |
| PWS MAILING ADDRESS | 408 W Grand Parkway S, Suite 280, Katy, TX 77404 |
| PWS CONTACT PERSON | Municipal District Services, Builder Services Department, 281-290-6508, option 2, bldrservices@mdowater.com |
| ADDRESS OF SERVICE | |

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

| TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA): | | | |
|---|-----------------------------------|--------------------------|--|
| <input type="checkbox"/> | Reduced Pressure Principle (RPBA) | <input type="checkbox"/> | Reduced Pressure Principle-Detector (RPBA-D) Type II |
| <input type="checkbox"/> | Double Check Valve (DCVA) | <input type="checkbox"/> | Double Check Detector (DCVA-D) Type II |
| <input type="checkbox"/> | Pressure Vacuum Breaker (PVB) | <input type="checkbox"/> | Spill-Resistant Pressure Vacuum Breaker (SVB) |
| Manufacturer | Main: Bypass: | Size | Main: Bypass: |
| Model Number | Main: Bypass: | BPA Location: | |
| Serial Number: | Main: Bypass: | BPA Service: | |

| | | | | |
|---|-----|----------|-------------|--------------------|
| Reason for test: | New | Existing | Replacement | Old Model/Serial # |
| Is the assembly installed in accordance with manufacturer recommendations and/or local codes? | Yes | No | | |
| Is the assembly installed on a non-potable water supply (auxiliary)? | Yes | No | | |

| TEST RESULT | Reduced Pressure Principle Assembly (RPBA) | | | Type II Assembly | PVB & SVB | |
|-------------------------------------|---|---|---|---|---|---|
| | DCVA | | Relief Valve | Bypass Check | Air Inlet | Check Valve |
| | 1 st Check | 2 nd Check*** | | | | |
| PASS | | | | | | |
| FAIL | | | | | | |
| Initial Test | Held at _____ psid Closed Tight Leaked <input type="checkbox"/> | Held at _____ psid Closed Tight Leaked <input type="checkbox"/> | Opened at _____ psid Did not open <input type="checkbox"/> | Held at _____ psid Closed Tight Leaked <input type="checkbox"/> | Opened at _____ psid Did not open <input type="checkbox"/> Did not fully open <input type="checkbox"/> (Yes <input type="checkbox"/> No <input type="checkbox"/> | Held at _____ psid Leaked <input type="checkbox"/> |
| Repairs and Materials Used** | Main: Bypass: | | | | | |
| Test After Repair | Held at _____ psid Closed Tight | Held at _____ psid Closed Tight | Opened at _____ psid | Held at _____ psid Closed Tight | Opened at _____ psid | Held at _____ psid |

*** 2nd check, numeric reading required for DCVA only.

| | | |
|-----------------------------------|---------|---------------------------|
| Differential pressure gauge used: | Potable | Non-Potable |
| Make/Model: | SN: | Date tested for accuracy: |

| | |
|----------|--|
| Remarks: | |
|----------|--|

| | |
|-----------------|-----------------------------------|
| Company Name | Licensed Tester Name (Print/Type) |
| Company Address | Licensed Tester Name (Signature) |
| Company Phone # | BPAT License # |
| | License Expiration Date |

The above is certified to be true at the time of testing.

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS (90 TAC §290.46(b)).

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS.