

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. 2, hereby certify as follows:

1. The Board of Directors of Fort Bend County Municipal Utility District No. 2 convened in regular session on January 23, 2024, inside the boundaries of the District, and the roll was called of the members of the Board:

Ms. Pam Kelley	President
Ms. Betty J. Stewart	Vice President
Ms. Lisa Dudley	Secretary
Ms. Jessica Fateh	Assistant Vice President
Mr. Jose Luis Fuentes Mendoza	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.

SIGNED AND SEALED on January 23, 2024.




Secretary, Board of Directors

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS
AMENDED RATE ORDER
Effective January 23, 2024**

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FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS
AMENDED RATE ORDER
Effective January 23, 2024

SECTION 1: DEFINITIONS

- A. "Commercial or Other User" means any user of the District's water and sewer system other than a Single-Family Residential User, including, but not limited to, commercial establishments, churches, civic associations, recreational facilities, and schools, unless otherwise specified herein.
- B. "Construction Site Operator" - means any party performing soil disturbing activities within the District. This includes developers, builders, contractors, subcontractors, and all trades.
- C. Ten thousand gallons of water equals one Equivalent Single-Family Residential Connection. "Equivalent Single-Family Residential Connection" for a Commercial or Other User is determined for each monthly billing cycle and upon each Commercial or Other User's average monthly usage. Actual usage will be rounded upwards to the nearest 10,000 gallons. For example, 32,000 gallons equals 4 Equivalent Single-Family Residential Connections (ESFCs). ESFCs will be re-calculated annually based upon actual usage for the prior year. For new connections, the District's engineer shall determine the number of ESFCs for the first year.
- D. "Notice of Violation" - means a notice issued by the District to a Storm Sewer User that identifies any violations of this Rate Order by the Storm Sewer User.
- E. "Order" means this amended Rate Order.
- F. "Sewer Service Line" means the sewer line from the foundation of a building, including houses and commercial structures, to the District's sanitary sewer system.
- G. "Single-Family Residential User" shall mean any user of the District's water and sewer system that consists of one residence designed for use and occupancy by a single-family unit.
- H. "Storm Sewer User" - means a user of the District's storm drainage system, including, without limitation, Construction Site Operators.
- I. "Water Service Line" means the water line from the foundation of a building, including houses and commercial structures, to the District's water system.

SECTION 2: WATER

A. Tap Fees. Prior to connection to the District's water system, tap fees in the following amounts shall be paid to the District.

- (1) Single-Family Residential User. Prior to the connection of a Single-Family Residential User to the District's water system, a tap fee equal to three (3) times the actual cost to the District of installing the tap, meter, and any necessary service lines shall be paid to the District. The actual cost of repairing or restoring any yards, landscaping, property, sidewalks, streets, or other improvements affected by the installation will also be charged to the user as Backcharges due and payable in accordance with Section 7(C).
- (2) Commercial or Other User. Prior to the connection of a Commercial or Other User to the District's water system, that is not exempt from the payment of ad valorem property taxes under Texas law, a tap fee equal to three (3) times the actual cost to the District of installing the tap, meter, and any necessary service lines shall be paid to the District. Three times the actual cost of repairing or restoring any yards, landscaping, property, sidewalks, streets, or other improvements affected by the installation will also be charged to the user as Backcharges due and payable in accordance with Section 7(C).
- (3) Non-Taxable User. Prior to the connection of a Commercial or Other User to the District's water system, that is exempt from the payment of ad valorem property taxes under Texas law, a tap fee equal to the District's actual cost of installing the tap, meter, and any necessary service lines shall be paid to the District, plus the user's pro rata share of the District's actual cost of the facilities necessary to provide District services to such user that have been financed, are financed, or 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 (the "Installation Costs"), shall be paid to the District. The actual cost of repairing or restoring any yards, landscaping, property, sidewalks, streets, or other improvements affected by the installation will also be charged to the user as Backcharges due and payable in accordance with Section 7(C).

The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and sent to the user. The user shall pay the estimated Installation Costs, plus 20%, 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.

- (4) Irrigation Systems and Public Pools. Prior to connection to the District's water system of a public pool or irrigation system used solely for the purpose of providing irrigation water to landscaped areas within the District, a tap fee equal to the District's actual cost to install the tap, meter, and any necessary service lines shall be paid to the District. The actual cost of repairing or restoring any yards, landscaping, property, sidewalks, streets, or other improvements affected by the installation will also be charged to the user as Backcharges due and payable in accordance with Section 7(C).
- (5) Installation and Inspections. Connections to the District's water system shall not be allowed prior to an approved sewer inspection as provided in this Order.

B. Monthly Rates. The District has a policy to encourage wise and efficient use of water, which is a precious resource. Its water rates are intended to discourage overuse or waste of water and encourage conservation.

- (1) Single-Family Residential Users and Commercial or Other Users. Each User of the District's Water System shall be charged a monthly base fee of \$29.00 per ESFC. This base fee includes the first 5,000 gallons of usage for each User. In addition to the base fee charged, each such User shall be charged for water used as follows:

5,001 -10,000 gallons	\$ 1.75 per thousand gallons
10,001-15,000 gallons	\$ 1.85 per thousand gallons
15,001-20,000 gallons	\$ 2.00 per thousand gallons
20,001-25,000 gallons	\$ 2.25 per thousand gallons
25,001 gallons and up	\$ 3.00 per thousand gallons

C. Temporary Water Service

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 meter approved.

The person applying for temporary water service shall be required to deposit \$2,000.00 with the District. Upon receipt of full payment for temporary water used, the deposit will be returned; provided, however, any damages or unpaid balances will be withheld from the deposit.

The cost of temporary water shall be \$2.50 per 1,000 gallons of water delivered through the meter. The user will provide the District's operator with access and assistance necessary to read the temporary meter and the District's operator determination of volume shall be the basis of payment.

D. Surface Water Fee

To fund the District's compliance with surface water conversion requirements, in addition to the rates in Section B and C above, each user shall be assessed a monthly fee equivalent to 113% of the then-current surface water fee, established by the North Fort Bend Water Authority, per 1,000 gallons of water delivered to such user.

E. 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 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.

- F. No Guarantee of Specific Quantity or Pressure of Water. The District agrees to use all reasonable efforts to supply adequate pressure of water to any user. 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 water system and in no case shall the District be liable for the failure or refusal to furnish any particular amount or pressure of water to any user at any time.

SECTION 3: RULES AND REGULATIONS GOVERNING SEWER SERVICE LINES AND SEWER CONNECTIONS

The following regulations are to govern the installation of all sanitary sewer connections within the District.

A. Sewer Service Lines

- (1) Only one Sewer Service Line connection to the District's sanitary sewage collection system is permitted for each residence or commercial building.
- (2) Only the following types of pipe and fitting materials are approved for the construction of Sewer Service Lines, and the pipe and fittings in each Sewer Service Line must consist of the following material or other material approved, in writing, by the District's engineer:
 - (a) Schedule 40 conforming to ASTM, D-1785 and installed as per Section 3 of these specifications.
 - (b) Six-inch lines and over; polyvinylchloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 2241 SDR 26 with rubber gasket joints conforming to ASTM, F-477 and installed as per Section 3 of these specifications.
 - (c) Ductile-iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations.
- (3) Minimum sizes of Sewer Service Lines shall be as follows:
 - (a) Residential - 4 inches in diameter.
 - (b) Commercial - 6 inches in diameter.
- (4) Minimum grades for Sewer Service Lines shall be as follows:
 - (a) 4 inch pipe - one foot drop per hundred feet (1%).
 - (b) 6 inch pipe - six inches drop per hundred feet (0.5%).
 - (c) 8 inch pipe - four inches drop per hundred feet (0.40%).
- (5) Maximum grades for Sewer Service Lines shall be as follows:
 - (a) 4 inch pipe - two and one-half feet drop per hundred feet (2.5%).
 - (b) 6 inch pipe - one and one-half feet drop per hundred feet (1.5%).
 - (c) 8 inch pipe - one foot drop per hundred feet (1%).

- (6) Construct Sewer Service Lines to true alignment and grade. Warped and sagging Sewer Service Lines will not be permitted.

B. Connection of Building Sewer Outlet to Sewer Service Lines

- (1) Building tie-on connections will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- (2) Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of the Sewer Service Line to the building plumbing. No cement grout materials are permitted.
- (3) Unless a written exception is permitted by the District's operator, existing "wye" and stack connections must be utilized for connection of a Sewer Service Line to the District's sanitary sewer system.
- (4) The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight. The portion to be cut out from the sewer main shall be circular and available for inspection.
- (5) No connection shall be made into a manhole without prior written approval from the District.
- (6) No Sewer Service Line shall be laid within nine (9) feet of a water line unless the sewer pipe and its couplings shall have a pressure rating of not less than one hundred fifty (150) pounds per square inch (psi).

C. Fittings and Cleanouts

- (1) No bends or turns at any point will be greater than 45 degrees.
- (2) Each horizontal Sewer Service Line will be provided with a cleanout at its upper terminal, and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof in the length of such piping.
- (3) Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
- (4) Cleanout will be fitted with an air-tight mechanical plug.

D. Connection Permit

- (1) An "Application for Sanitary Sewer Service" must be filed prior to construction of a Sewer Service Line. All tap and inspection fees and deposits, as described in this Order must accompany such application (forms are available from the District's operating company). Construction must not begin until authorized in writing by the District.
- (2) When the Sewer Service Line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District's operator twenty-four hours in advance of the inspection.
- (3) The physical connection to the District's sewer main will be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
- (4) Backfilling of a Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. The trench backfill material will be clean and free of debris and will be compacted in one foot lifts to prevent future trench settlement.

E. Grease, Lint, and Sand Traps

- (1) Grease traps will be required for dining establishments where food is prepared and served to customers on premises.
- (2) Washateria operations shall require a lint trap.
- (3) Air space above the water line must be vented with a four-inch soil pipe if the trap is located inside a building.
- (4) All shopping centers shall provide a grease trap and a sampling well.
- (5) All health care facilities shall provide an acid dilution basin and a sampling well.
- (6) Sand traps will be required for all car washing establishments.

F. Excluded Flow and Waste

- (1) No waste material which is not biologically degradable will be permitted to be discharged into the District's sewage facilities,

including mud and debris accumulated during Sewer Service Line installation.

- (2) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- (3) Swimming pool connections will be made in accordance with the City of Houston Plumbing Code requirements.

SECTION 4: SEWER

A. Connections and Inspections. All connections to the District's sewer system shall be made in accordance with the District's rules and regulations. No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected the connection. A fee of \$70.00 for each single-family residential connection and the District's cost plus 15% each for all other connections shall be charged by the District for making connection inspections. Fees charged for any re-inspection, if required, will be the same as the original inspection. Payment of all fees is required prior to any inspection being performed.

B. Monthly Rates. Sewer customers shall be billed monthly as follows:

- (1) Single-Family Residential User.

\$43.93 per connection per month.

- (2) Commercial or Other User.

The greater of (i) \$14.60 per separate connection per month or (ii) \$14.60 per each ESFC per month or (iii) \$14.60 per unit within the user's building per month.

C. Quality of Sewage

- (1) Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Water 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 C(2) below.

- (2) Commercial and Industrial Waste. All discharges other than waste described in subsection C(1) preceding are prohibited unless the user has

applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity, or other waste-creative process;
- (c) Quantity of waste to be discharged;
- (d) Typical analysis of the waste;
- (e) Type of pretreatment proposed; and
- (f) Such other information as the District may request in writing.

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

- (3) National Categorical Pretreatment Standard. If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the user is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.
- (4) District Testing; Pretreatment. The District shall have the right to sample and test any user's discharge at the discretion of the District's operator, with no limit as to the frequency of the tests, and to charge the user for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the user's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that the 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(3) above.

D. Grease Trap Inspections. The District shall require the owner of any establishment that discharges certain types of waste into the District's sanitary sewer system to install a trap to prevent the entry of the discharge into the system and a sampling well to allow for periodic sampling of the discharge from the establishment. Discharges requiring a trap and sampling well include, but are not limited to grease, oil, sand, or flammable waste. Other discharges

requiring a trap and sampling well shall be determined by the District's operator and engineer on a case-by-case basis.

Any user responsible for a discharge requiring a trap and sampling well shall provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition. It shall be the responsibility of the user to maintain and service such user's traps. All traps shall be cleaned a minimum of once a month. An initial inspection fee of \$95.00 shall be charged by the District for each grease trap installed. Fees charged for any re-inspection, if required, will be the same as the original inspection. Payment of all such fees is required prior to any inspection being performed. Thereafter, regular monthly inspections, and any required re-inspection, will be charged at a rate of \$120.00 for each inspection, which will be billed monthly along with water and sewer service charges.

If the District's operator finds a grease trap that is not being properly cleaned and monitored, the operator shall give written notice to the user or responsible party of failure to maintain the grease trap. If the user or responsible party has not cleaned the grease trap within 48 hours of receipt of notice from the operator, the operator may take the necessary action to clean the grease trap and shall bill the user or responsible party for the cost of such service, which shall be charged to the User as a Backcharge due and payable in accordance with Section 7(C).

- E. 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 \$65.00. After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the user shall notify the District's operator, who shall make an inspection of all swimming pool drains and backflow prevention devices to verify that the proper connection is made before service is authorized for said swimming pool.

SECTION 5: 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 above 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 6: GARBAGE AND RECYCLING SERVICE

Garbage service will be provided to all Single-Family Residential Users, civic associations, and fire department facilities. Recycling service will be provided to all Single-Family Residential Users. Each Single-Family Residential User will be provided a recycling bin in connection with start of new service, of which the cost is included in the fee charged to initiate service.

SECTION 7: BUILDER DEPOSIT AND INSPECTION FEES

- A. Builder Deposit. A non-interest bearing deposit in the amount of \$3,500.00 shall be required of each builder prior to the District's operator making any water taps for said builder. The deposit shall be paid by the builder when the request for the first water tap is made. The deposit described herein may be applied by the District to the cost of repair of any damage caused to the District's property by a builder or by a builder's employee, agent or subcontractor. If at any time the deposit falls below \$3,500.00 due to the payment of any charges or Backcharges to the District, it shall be the builder's responsibility to reinstate the original amount of the deposit prior to the District's operator making any additional water taps for said builder. The District will refund the balance of the deposit, if any, within 30 days after the approval of the builder's final water and sewer connection by the District's operator.
- B. Pre-Construction Inspection. All builders or contractors for property owners within the District must contact the District's operator prior to starting any work on property within the District so that the District may inspect its facilities to verify their condition. 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 or contractor. After the inspection and any necessary work completed by the District, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations, and repairs found during the post-construction inspection as set forth in Section 7(C). The cost for the pre-construction inspection is \$70.00 and is payable with the tap fee.
- C. Post-Construction Inspection and Backcharges. After construction has been completed on the property, but before service is transferred to a subsequent user, the District will conduct a post-construction inspection to inspect the water tap, meter, and all other District facilities on the property for a fee in the amount of \$70.00, which must be paid with payment of the tap fee. If any re-inspection of the facilities is required to ensure that the District's facilities are repaired, relocated, or adjusted, a fee in the amount of the District's cost plus 15% shall be paid for each such re-inspection before service is transferred.

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 (the "Backcharges").

Payment of Backcharges and any inspection or re-inspection fees shall be made on or before the due 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 pay for Backcharges, inspection, or re-inspection fees when due, including specifically the provision of withholding additional taps. The District shall follow the notification procedures set forth in Section 13(B) prior to withholding the provision of service.

SECTION 8: BUILDER RESPONSIBILITIES

- A. Street Cleaning. The builder and developer will be responsible for ensuring that the streets in front of their lots stay 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.
- B. 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 by 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 employees, agents, suppliers, and subcontractors of the location and purpose of the concrete wash-out site.
- C. Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the District's then-current Rate Order with all employees, agents, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to ensure they are functioning properly.
- D. Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Order and will subject the builder to penalties in Section 21. Further, the District, at its sole option, may perform or have performed any of the builder's responsibilities and charge the builder for the cost, which will be treated as Backcharges due and payable in accordance with Section 7(C). Failure to pay Backcharges when due or to comply with these responsibilities will subject the builder to withholding of service or withholding of additional taps in accordance with Section 7(C).

SECTION 9: ACCOUNT INITIATION FEE

A fee in the amount of \$100.00 will be charged to each Single-Family Residential User to initiate service, whether or not the user has previously had service in the District or elsewhere. A fee in the amount of \$40.00 will be charged to each Commercial or Other User to initiate service, whether or not the user has previously had service in the District or elsewhere. Such fees must be paid in full prior to the District providing service.

SECTION 10: SECURITY AND DISCONNECTION DEPOSITS

- A. Security Deposits. Anyone establishing a new account for service shall be required to pay a security deposit prior to service being provided. Except as set forth in the next paragraph, a Single-Family Residential User shall be required to pay a security deposit of \$300.00 where the customer is the owner of the property ("homeowner") to be served and a deposit of \$300.00 where the customer is renting or leasing the property ("tenant") to be served. To establish ownership instead of tenancy, a Single-Family Residential User shall provide evidence satisfactory to the District of such ownership. Except as set forth in the next paragraph, a Commercial or Other User shall be charged \$100.00 for each separate connection or \$100.00 for the first ESFC and \$50.00 for each additional ESFC.

Any user who seeks to initiate service 120 or fewer days after terminating previous service, and who had a Disconnection Deposit(s) (as defined in Section 10(B) below) on file at the time of service termination, is required to pay the amount of the previous Disconnection Deposit(s) as an additional portion of the security deposit required under Section 10(A) above. This provision applies whether service was terminated voluntarily by the user or involuntarily by the District pursuant to this Rate Order.

If a user terminates service at one address within the District and immediately seeks to initiate service at a different address within the District, in the discretion of the District's operator, the user's security deposit and/or Disconnection Deposit(s) may be transferred to the user's new account rather than being refunded pursuant to Section 10(C) below.

The District has the right to pay Backcharges from the security deposit. When the security deposit is used to pay Backcharges, the user must re-deposit the amount expended within 30 days of notice from the District.

- B. Disconnection Deposits. Each time service is disconnected to a Single-Family Residential User for any cause, except the ordinary transfer of service, the user shall pay to the District, in addition to the initial deposit, a reconnection fee, any

other fees required herein, and an additional security deposit in the amount of \$35.00 ("Disconnection Deposit") before service is again commenced at the location to such user. The maximum amount of deposit for any one Single-Family Residential User account shall be \$600.00.

Each time service is disconnected to a Commercial or Other User for any cause, except the ordinary transfer of service, the user shall pay to the District, in addition to the initial deposit, a reconnection fee, any other fees required herein, and an additional deposit in the amount of \$35.00 ("Disconnection Deposit") for each separate connection or each ESFC before service is again commenced at the location to such user. The maximum amount of deposit for any one Commercial or Other User account shall be 10 times the average monthly usage.

- C. Refund of Deposits. Following payment in full of the final bill and all fees and charges due and owing, the balance of the security and Disconnection Deposits, if any, shall be refunded by check mailed to the user. No interest shall be payable to the user on any deposit. The District requires 24 hours' notice during regular business hours to disconnect water service.

SECTION 11: DISCHARGES TO THE STORM DRAINAGE SYSTEM.

A. Construction Site Operator Responsibilities:

- (1) Compliance with TPDES General Permit No. TXR150000. The Construction Site Operator is required to be compliant with 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, a site plan, and 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. A Notice of Intent (NOI) (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 General Permit required inspections by qualified personnel and the implementation and regular maintenance of all BMPs listed in the SWPPP as required under the General Permit.
- (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.

- (3) 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 includes use of Structural Controls (as such term is defined in the General Permit) as well as non-structural controls.
- (4) Failure to Comply. Failure of a 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:
\$100 Fine per incident*

*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.

B. District Storm Sewer User Responsibilities:

- (1) Storm Sewer User Responsibilities. Pursuant to Title 30, Chapter 311 of the Texas Administrative Code and 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.
- (2) 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:
 - water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);

- runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- discharges from potable water sources;
- diverted stream flows;
- rising ground waters and springs;
- uncontaminated ground water infiltration;
- uncontaminated pumped ground water;
- foundation and footing drains;
- air conditioning condensation;
- water from crawl space pumps;
- individual residential vehicle washing;
- flows from wetlands and riparian habitats;
- dechlorinated swimming pool discharges;
- street wash water;
- discharges or flows from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- other allowable non-storm water discharges listed in 40 CFR 122.26(d)(2)(iv)(B)(1);
- non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) or the General Permit; and
- other similar occasional incidental non-storm water discharges, unless the Texas Commission on Environmental Quality develops permits or regulations addressing these discharges.

(3) 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.

(4) 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 Storm Sewer 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 incident*

*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.

C. District Responsibilities:

(1) Construction Site Inspection. The District may perform construction site inspections within the District's boundaries at the District's cost plus 15%. The District may issue a notice of inspection (a "Notice of Inspection") if there are deficiencies found with any BMP described in the SWPPP. If seven (7) or more days pass and the issues noted in the Notice of Inspection have not been addressed, the District will issue a Notice of Violation for all outstanding deficiencies. The District, at its sole option, may have the deficiencies repaired at the Construction Site Operator's expense.

(2) Illicit Discharge Inspection. The District will perform inspections of Storm Sewer User activity that may pose a serious threat to the integrity of the District's waters or storm drainage system. A Notice of Violation will be issued to the Storm Sewer User responsible for the illicit discharge. The District, at its sole option, may have the illicit discharge remedied at the Storm Sewer User's expense.

D. Penalty for 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.

SECTION 12: PAYMENT METHODS; COLLECTION FEES

Any user may pay the monthly water and sewer bill or any other amount due to the District pursuant to this Rate Order, unless otherwise restricted in this Rate Order, 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 fees shall subject the user to termination of service in accordance with this Rate Order.

All accounts with outstanding balances that are terminated, whether by the user's request or by the District due to delinquent payments, may be turned over to a collection agency or attorney and may be reported to appropriate Credit Reporting Agencies. All costs of collection will be added to the outstanding amount due.

SECTION 13: RETURNED PAYMENT CHARGES

The District will charge a fee of \$30.00 to any user for each payment given to the District that is returned or refused for any reason. Any type of payment that is returned shall be considered delinquent. If the returned or refused payment is for an account that had been authorized for disconnection, the account will be subject to immediate disconnection.

SECTION 14: MONTHLY BILLINGS AND TERMINATION OF SERVICE

- A. Billing and Late Payments. Charges for water and sewer service, and any other charges provided for in this Rate Order shall be billed monthly. All bills shall be payable on the due date ("Due Date") set forth in the invoice. Unless payment is received on or before the Due Date, such account shall be considered delinquent and a late fee of 10% of the balance due plus a \$13.00 letter fee shall be assessed against the account.

B. **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.

C. **Termination for Delinquent Accounts.** The District reserves the right to terminate service to any user whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the user at the address of the connection and providing the user with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the user of the full amount due, including all past due and currently due amounts and any additional fees and deposits; the date service will be disconnected if payment in full is not received; the name and telephone number of the billing company; the date, time, and place of the next scheduled meeting of the Board of Directors ("Meeting"); and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting the matter, either in person or in writing (including facsimile and

electronic mail), to the Board of Directors at that Meeting where the Board will hear and consider such matters. The Board will inform the user of the Board's determination by sending or delivering (at the District's sole discretion and option) written notice. In its sole discretion and option, the District may deliver written notice by facsimile or electronic mail to the last known number or address for the user. The Board may but is not obligated to provide optional notice by telephone. If the Board authorizes any extensions for payment prior to disconnection at a Board meeting, the District's operator is authorized to grant similar extensions to any customers who subsequently request extensions for the same or similar reasons, to the same extended disconnection date. The date specified for disconnection shall be no earlier than the day after the Meeting. Standard 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 seven (7) days prior to the date of the Meeting. A written, notarized statement by the District's operator that the notice was so mailed shall be prima facie evidence of delivery of same. Service shall be discontinued to any delinquent accounts that remain unpaid after the Meeting and for which arrangements for payment satisfactory to the Board of Directors of the District have not been made.

- D. Charges for Disconnection and Reconnection. If service to a user is disconnected for any cause, except the ordinary transfer of service, a Disconnect Deposit and a reconnection fee of \$60.00 plus a \$13.00 letter fee shall be paid to the District before service is again commenced at such location. In addition, all past due and current amounts owed to the District shall be paid in full, including any additional deposit due, before service is reconnected.

If a delinquent account is paid in full prior to disconnection, but after the District has given notice as set forth above, the user shall be charged a fee of \$13.00 to cover the District's cost of giving notice. If, after disconnection, a user turns water service back on prior to payment in full of a delinquent account, the user will be charged an additional \$50.00 fee. Any further reconnection by the user after this shall result in the meter being removed. In this event, an additional \$100.00 shall be charged for the re-installation of such meter. These fees are in addition to any charges or remedies the District may recover from the user pursuant to Section 17(C).

SECTION 15: DELINQUENT AD VALOREM TAX ACCOUNTS

The District shall, in accordance with law, bill or cause the billing of all property owners within the District for ad valorem taxes due, including penalty, interest, and collection penalty. All taxes become delinquent if not paid by January 31 of the year following the year in which they were levied, subject to Tax Code exceptions. Generally, if a bill remains unpaid after July 31 of the year following the year for which the taxes have been levied, water service may be discontinued in accordance

with this paragraph and a homebuilder within the District may be refused a water tap. The taxpayer shall be notified after July 31, or at any time thereafter that the Board of Directors of the District determines that discontinuance of service is an appropriate method for collecting delinquent taxes from any taxpayer, of the tax bill delinquency and that water service may be terminated if the delinquent tax account is not paid by date certain, which date shall not be less than twenty (20) days from the date such notice is mailed. The notice shall be mailed to the address appearing on the tax roll and shall state the place and time at which the account may be paid and that any errors in the tax statement may be corrected by contacting the tax assessor/collector, whose telephone number shall also be given in the notice. The notice shall be postmarked or sent at least ten (10) days before the Board of Director's Meeting at which the question of the termination of service for the nonpayment of taxes for any such delinquent taxpayer is to be considered. The notice shall specify the date, time, and place of the Meeting and shall indicate that the taxpayer shall have the opportunity to appear and to present evidence of why the taxpayer's water service should not be disconnected. Once the Board of Directors has authorized the District's operator to terminate water service for nonpayment of taxes, a notice of intent to terminate shall be left by the District's operator on the door at the address to which the service proposed to be disconnected is provided, which notice shall also state the time and place at which the account may be paid or that any errors in the tax bill may be corrected. The District's operator may disconnect the water service and/or hold the provision of additional taps on or after the date specified in the notice sent to the taxpayer if the delinquent tax account is not resolved to the District's satisfaction by such date. After a notice of termination of water service has been sent to a taxpayer, payment of the amount of taxes and all other fees due must be made in the form of cashier's check or money order.

SECTION 16: REQUIREMENTS FOR SERVICE

- A. Required Service. No service shall be given from the District's system unless such user agrees to take both water and sewer service, except in those instances where the District's Board of Directors determines that both services are not necessary for the preservation of the sanitary condition of water within the District, or except for District approved irrigation systems.
- B. Platting Requirements. Prior to initial connection to the District's water, sewer, or drainage systems, any 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.
- C. Easements. By accepting service from the District, all users shall be deemed to be granting to the District and its representatives a right of ingress and egress to and

from the meter or point of service for such installation, maintenance, modification, and repair as the District, in its judgment, may deem necessary. The user shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the user's property, including the interior and exterior of the user's premises, for the purpose of performing inspections and completing the "Customer Service Inspection Certification" required by the District's rules and regulations.

D. Connections by District Operator. All connections to the District's water and/or sewer system shall be made in accordance with the District's rules and regulations and no person, except the District's operator, or authorized representative, shall be permitted to make any such connection. Taps and connections will not be made when, in the opinion of the District's engineer or operator, the work area is obstructed by building materials or other debris or the work area is not finished to grade. When sidewalks, driveways, or other improvements have been constructed prior to request for service, such request shall be construed and accepted as a waiver of a claim by the user for any damages to such improvements resulting from the reasonable actions of the District's operator in installation of the connection.

E. Approval of Plans and Facilities

- (1) No service will be provided to any user unless and until the water, sanitary sewer, and drainage facilities to serve the property for which service is sought have been approved by the District's engineer.
- (2) Before any connection, other than a single-family residential connection, is made to the District's water, sewer, or drainage system, the person requesting such connection shall submit, at least fourteen (14) days prior to applying for a tap into the lines of the District, three (3) copies of the plans for the water, sanitary sewer, and drainage for the property for which the connection is sought to the District's engineer for review and approval. Such plans shall clearly show the estimated volumes of water or effluent and the points of connection to the District's system. The Board may require grease traps, sampling wells, lint traps and/or other measures designed to protect the District's system. The Board may also not approve any request until it determines that all the District's ad valorem taxes due on the property have been paid in full. Following written approval by the District's engineer, a copy of such approved plans shall be submitted to the District's operator. Any modification of such plans shall require reapproval of the District's engineer. The District reserves the right to require removal of any connection made in violation of this Section.

The applicant shall be responsible for paying the cost of the review plus 15%; accordingly, such submittal must be accompanied by a \$1,000.00 deposit. Should the cost of review exceed \$1,000.00, the balance must be paid prior to the initiation of service by the District. Should the cost of review be less than \$1,000.00, the District will refund the difference to the applicant.

F. Plumbing Material Restrictions. The use of the following plumbing materials is prohibited in any and all improvements connected to the District's water system after June 27, 1994:

- (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.

SECTION 17: PLUMBING REGULATIONS; PROHIBITION AGAINST CROSS-CONNECTIONS AND UNACCEPTABLE PLUMBING PRACTICES; PENALTY FOR VIOLATION

Pursuant to Chapter 290 of Title 30 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, to transfer water service to a new user, or having service reconnected to any building after termination of water service, the user must execute an "Agreement for Water and Sewer Service" in the form attached to this Order as Exhibit B and provide proof of residency or of ownership of property in the District along with valid proof of identity. Each Commercial or Other User with a single meter serving multiple tenants shall provide the District with a list of tenants at the time service is initiated. Thereafter, the user shall provide the District with a list of tenants annually on or before January 31 of each year.
- B. Plumbing Fixtures. A user is not permitted to install any plumbing fixture which is not in compliance with the 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 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. A backflow prevention assembly must be installed prior to testing of any line that is connected to the District's water system. 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 Commercial or Other 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 if the user's plumbing system poses a "High Health Hazard" as 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 water supply." High Health Hazard connections may include, but are not limited to:

- (1) An irrigation system with an injection device;
- (2) a car wash;
- (3) a clinic (medical, dental, veterinary);
- (4) a film laboratory;
- (5) a laundry or dry cleaner;
- (6) a nursing home;
- (7) a recreational facility using water;
- (8) a nail salon; and
- (9) a school.

The District will charge each customer a fee of \$28.00 per device to administer a backflow test report for residential connections.

If the District requires the installation of a backflow prevention assembly by a user as protection against a High Health Hazard or 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 Order as Exhibit C has been provided to the District’s operator. The backflow prevention assembly must then be tested and certified at least annually by a recognized backflow prevention assembly tester. To be a recognized backflow prevention assembly tester, a person shall meet the standards promulgated by the TCEQ and a list of such certified testers can be obtained from the local office of the TCEQ.

If the District determines that a backflow prevention assembly must be installed pursuant to this 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 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 sole discretion, may terminate service to the user.

All required backflow prevention assemblies used must comply with the state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located. In the event any repairs are necessary, the user shall have the option of using the District’s operator or a recognized backflow prevention assembly tester. The user is solely responsible for all costs related to installation, maintenance, repair, and testing of any backflow prevention assembly. Testing may be performed by the District’s operator or its subcontractor or by a recognized backflow prevention assembly tester. For a Single-Family Residential User, the fee to perform such testing will be \$130.00 per backflow assembly tested, provided that the District’s operator or its subcontractor performs the test. The cost to all others will be determined on an individual basis. Payment must be received prior to the test. The District’s operator shall retain test and maintenance reports a minimum of three (3) years. The District will charge each customer an annual fee of \$83.00 per device to administer the backflow prevention program for High Health Hazard connections.

- E. Customer Service Inspections. A “Customer Service Inspection Certification” in the form attached to this Order as Exhibit A must be completed by the District’s operator (i) prior to the time the District’s operator provides sanitary sewer service or permanent water service to new construction or to buildings containing new plumbing fixtures in the District (ii) within five (5) days after an existing user receives notice from the District that it has reason to believe that cross-connections or other unacceptable plumbing practices exist, or (iii) within 30 days after any material improvement, correction or addition is made to

private plumbing facilities of any connection. The cost of such 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. A fee of \$87.00 for each customer service inspection shall be charged by the District to Single-Family Residential Users. Non Single-Family Users shall be charged by the District the cost to the District plus 15%. The cost to all others will be determined on an individual basis. Fees charged for any re-inspection, if required, will be the same as the original inspection. Payment of all fees is required prior to any inspection being performed. If the inspection is made in connection with new construction, the fee will be collected with the tap fee. The District's operator shall retain inspection certifications for a minimum of ten (10) years. If the user requests a copy of the certification, the District's operator will fulfill such request.

In connection with any customer service inspection, the user shall allow its property to be inspected by the District's operator or its subcontractor during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Order. Thereafter, the District's operator or its subcontractor may, at the discretion of the District, 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 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. By accepting service from the District, all users agree to allow such 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 inspection, or any other inspection. At its sole cost and expense, the user shall immediately correct any unacceptable plumbing practice on its premises and properly install, test, repair or 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 repair, maintenance, and testing records on such devices to the District within three (3) working days of any repair, maintenance, or test. 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 the user to comply with the terms of this Section will be considered a violation of this 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 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 and treated as a Backcharge to the user in accordance with Section 7(C).

SECTION 18: MAINTENANCE AND REPAIR

- A. Service Line Repairs. It shall be the responsibility of each user to (i) maintain and repair its Sewer Service Line from the foundation of the user's building, including houses and commercial structures, up to and including the saddle connection, or, as applicable based on property location, from the foundation of the user's building, including houses and commercial structures, up to the wye connection; and to (ii) maintain and repair its Water Service Line from the foundation of the user's building, including houses and commercial structures, to the connection on the user's side of the water meter.

In the event the District notices any water or sewer leak, the District will investigate problems in the utility easement at no cost to the user. If it is determined that any repairs needed are the responsibility of the user, the District shall authorize the operator to give notice ordering the repair of the leak within fifteen (15) calendar days, unless otherwise noted after the District's inspection of the situation. In the interest of public safety, however, the District may require immediate repairs. Repairs must be conducted in accordance with the District's rules and regulations. In the case of sanitary sewer line repairs, the user must

schedule an inspection of the repaired line prior to backfill. The fee for such inspection will be \$65.00. Fees charged for any re-inspection, if required, will be the same as the original inspection. Payment of all fees is required prior to any inspection being performed.

If a user fails to repair a defective service line and/or physical connection within the required time period, the user's water service may be terminated. Service shall not be restored until the user makes the necessary repairs and/or provides the District with a plan of action for the repairs to the satisfaction of the District.

The District also reserves the right to make needed repairs without giving notice and the cost of such repair shall be treated as a Backcharge to the user in accordance with Section 7(C).

- B. Obstructions. After a water meter has been set, the user shall at all times keep the area in, around, and upon the meter and box and the District's easements and property under the user's control free from rubbish or obstructions of any kind. Failure to do so may result in disconnection of water services and/or assessment of charges necessary to remove any obstructions. The District reserves the right to repair any damage or restore the District's easements and property to their prior condition without giving notice. The cost of such repair or restoration shall be treated as Backcharges to the user in accordance with Section 7(C).
- C. Damage to Meters and Appurtenances. No person other than a duly authorized agent of the District shall alter, tamper with, or in any way interfere with a meter, meter box, any service line, or other water and/or sewer system appurtenance. The District reserves the right to immediately, and without notice, remove the meter or disconnect water service to any user who has removed, tampered with, or altered in any way a meter, meter box, any service line, or other water and/or sewer system appurtenance.

The District reserves the right to repair any damage to the District's system and appurtenances without giving notice and the cost of such repair shall be treated as a Backcharge to the user in accordance with Section 7(C). In addition, the District reserves the right to assess against any user such penalties as are provided by law and such penalties as are provided for in this Order, including the right to file any available legal and/or criminal charges against any person or persons. These charges and remedies are in addition to the disconnection and reconnection procedures set forth in Section 13(C).

SECTION 19: UNAUTHORIZED SERVICE

Unauthorized service from the District's water, sewer, and drainage system is prohibited. Any costs incurred by the District in terminating unauthorized service, including the removal of the materials used in making the unauthorized connection,

will be charged to the user at two times the District's actual cost to terminate the unauthorized service, including all necessary charges. No service shall be provided by the District until the entire amount of the fee for terminating unauthorized service, legal fees and costs incurred by the District in detecting and terminating the unauthorized service, plus all regular fees for service connection are paid. Unauthorized service is that which was obtained without the District's prior approval, inspection, or installation.

SECTION 20: REIMBURSEMENT OF CERTAIN OUT-OF-POCKET COSTS

Whenever the District incurs any costs that are not otherwise addressed in this Order arising out of (i) the failure of a user to comply with the District's rules and regulations as stated in this Order or as otherwise announced, or (ii) the request of a user for an inspection or other service call which is the result of the user's improper maintenance, or (iii) efforts to collect amounts due and owing to the District and not paid to the District on a timely basis, or (iv) any other negligent or improper action on the part of the user, the District may instruct its operator to bill the user and the user shall pay the invoice on or before its due date. Failure to pay billed charges may result in termination of service in accordance with Section 13(B). For purposes of this Section, the District's out-of-pocket costs include amounts billed to the District by its operator, attorneys, or engineers.

SECTION 21: PROHIBITION OF DEPOSIT OF REFUSE INTO DRAINAGE AND/OR STORM SEWER FACILITIES

The following rules, regulations, and policies are adopted and promulgated by the District for the purpose of prohibiting the deposit or discharge of refuse into the drainage and storm sewer facilities of the District.

A. Definitions. Unless the context requires otherwise, the following terms and phrases shall have meanings as follows:

- (1) The term "person" means any individual, corporation, co-partnership, association, firm, trust, estate or any other entity whatsoever.
- (2) The term "refuse" means and includes gasoline and other motor fuels, cleaning solvents, greases, mineral oils, fats, waxes, oils and other similar non-volatile materials which are extracted from an acidified sample using the soxhlet method; ashes, cinders, sand, gravel, tar, asphalt, ceramic wastes, plastics and other viscous substances; grass clippings, feathers, hair, rags, metal, metal filings, glass, paper and paper products, wood, wood shavings and sawdust, garbage from the preparation, cooking or dispensing of food or from the handling, storage or sale of produce; toxic, corrosive, explosive or malodorous gases; acetylene general sludge; sulphur or sulphur compounds, cyanides or cynogen compounds; heavy

metals or the salts thereof, including but not limited to: Chromium as Cr, Copper as CU, Zinc as Zn, Nickel as Ni, and Cadmium as Cd and Cyanide as Cn; or any other refuse matter of any kind or description whatever.

- (3) The term "Storm Sewer System" means the storm sewer system now owned or to be constructed or acquired by the District, including all appurtenances, extensions and additions thereto, for gathering, conducting, diverting and controlling local storm water or other harmful excesses of water.
- (4) The term "Drainage Ditches" means the open ditches constructed and/or owned or to be constructed or acquired by the District, including the banks or slopes thereof, for the collection and transportation of rainwater, drainage water and discharges from the District's Storm Sewer System.

B. Violations and Penalties. It shall constitute a violation for any person to throw, discharge or deposit, or to cause, suffer or procure to be thrown, discharged or deposited into the District's Storm Sewer System or Drainage Ditches any refuse as that term is herein defined and such person shall be responsible for (1) removing such refuse and restoring the Storm Sewer System and/or Drainage Ditches 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. Each day of violation shall constitute a separate and distinct offense; and, in addition to or in place of the foregoing, the District may assess a penalty for such violation under Section 21 of this Order.

SECTION 22: PENALTY FOR VIOLATION

Any person, corporation, or other entity who:

- (1) violates any Section of this Order; or
- (2) makes unauthorized use of the District services or facilities; or
- (3) causes damage in any way to District facilities; or
- (4) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- (5) uses or permits the use of any septic tank or holding tank within the District; or
- (6) constructs facilities or buildings for which the plans are not approved as described in this Order; or

- (7) disposes of unauthorized materials or refuse into the District's Storm Sewer System or Drainage Ditches; or
- (8) violates the District's Order Adopting a Drought Contingency Plan; or
- (9) violates the District's Order Establishing Rules and Regulations Regarding Sanitary and Pollution Control of the Areas in Proximity to the District's Public Water Supply Wells,

may be subject to a penalty of \$10,000.00 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

This penalty shall be in addition to the other penalties fees and charges provided by this Order, the laws of the State of Texas, and any other legal rights and remedies of the District as may be allowed by law.

SECTION 23: MISCELLANEOUS PROVISIONS

- A. No Free Service; No Occupancy Without Payment for Service. No free service shall be granted to any user for services furnished by the District's water and sewer system whether such user be charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and sewer service shall be made as required herein. Any user occupying a residence or building within the District will be billed and liable for the applicable minimum monthly sewer charge, whether or not water service has been terminated, unless and until the District physically terminates sewer service to the residence or building.
- B. Superseding Orders. This Order supersedes all prior orders, resolutions, and other actions of the Board concerning fees and charges for water and sewer services and takes effect with the next billing cycle following the date of adoption.
- C. Out-of-District Service. 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. No service from the District's water, sewer, and drainage system, whether directly or indirectly, may be provided to any area outside of the District without prior written approval by the Board of Directors. No user of District services may provide any service to areas outside the District from property within the District without prior written approval by the Board of Directors.

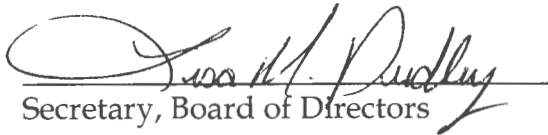
D. Effective Date. This Rate Order shall be effective January 23, 2024, and shall supersede any prior Rate Order.

ADOPTED this 23rd day of January, 2024.



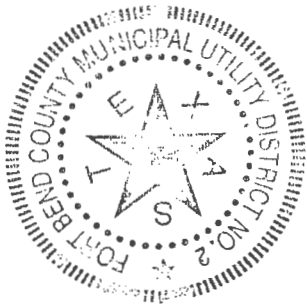
President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



CERTIFICATION

I, the undersigned officer of the Board of Directors of Fort Bend County Municipal Utility District No. 2 of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the Amended Rate Order approved by the Board of Directors of said District on January 23, 2024, and said rates and rules are in effect as of the Effective Date.

Witness my hand and seal of the District this 23rd day of January, 2024.


Secretary, Board of Directors

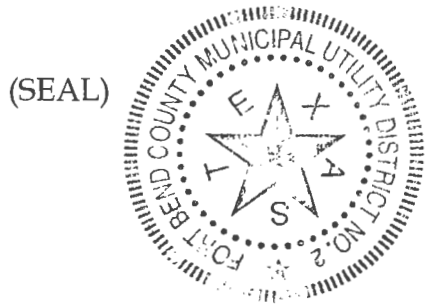


EXHIBIT A

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 ≤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 B
AGREEMENT
FOR WATER AND SEWER SERVICE

Each customer ("Customer") must complete and sign this Agreement for Water and Sewer Service ("Agreement") before **Fort Bend County Municipal Utility District No. 2** ("District") will begin water or sewer 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 completed and signed copy of this Agreement. 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.

I. **TERMS.** In addition to all terms and conditions of the District's current Rate Order and all subsequent amendments to it, all incorporated herein by reference:

A. The following unacceptable plumbing practices are prohibited by State 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) 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.
- (5) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

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 water service to new construction or to buildings with new plumbing; 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 inspections.

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 of pressure of water to Customer at any time.

II. **ENFORCEMENT.** In addition to all terms and conditions of the District's current Rate Order and all subsequent amendments to it, all incorporated herein by reference, if Customer fails to comply with the terms of this Agreement, the District may, 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 Agreement shall be billed to Customer.

III. **CUSTOMER INFORMATION.**

Full Customer Name: _____

DATE SERVICE REQUESTED TO BEGIN: _____

Service Address: _____

Customer Mailing Address: _____

City/State/Zip Code: _____

Telephone Number(s): Day: _____

Evening: _____

Home: _____

Work: _____

Mobile: _____

Customer Date of Birth: _____

Customer Social Security Number (last 4 digits only): _____

Alternate Contact
(Name & Phone Number): _____

OWN

RENT

COMMERCIAL

Tenant Names and Contact Information (For Commercial or Other User with a single meter serving multiple tenants):

Name

Phone Number

_____	_____
_____	_____
_____	_____
_____	_____

Please fill out the foregoing completely, sign below, and return the original with a copy of valid identification and proof of ownership or residency.

CUSTOMER SIGNATURE: _____

DATE: _____

IV. SERVICE INFORMATION (FOR OFFICE USE ONLY)

CONNECTION DATE: _____

Deposit Amount Received: _____

Non-Refundable Transfer Fee(s) Received: _____

Date Identification Received: _____ Copy Attached: YES NO

Date Proof of Ownership Received: _____ Copy Attached: YES NO

Date Proof of Residency Received: _____ Copy Attached: YES NO

Updates to Tenant Names and Contact Information (For Commercial or Other User with a single meter serving multiple tenants)

_____ Date: _____

_____ Date: _____

_____ Date: _____

NOTICE OF RIGHT TO REQUEST CONFIDENTIALITY

You may make written request that your address, telephone number, and Social Security number be kept confidential (with certain exceptions allowed by law).

If you wish for this information to be kept confidential, please check the box below and return this form to Municipal District Services, P.O. Box 1827, Cypress, Texas 77410.

Customer's Printed Name: _____

Address: _____

Please keep my address, telephone number, and Social Security number confidential.

Customer Signature

Date

EXHIBIT C

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:	406 W Grand Parkway S, Suite 260, Katy, TX 77494
PWS CONTACT PERSON:	Municipal District Services, Bulder Services Department, 281-290-6503,option 2, bidrservices@mdswater.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"/>
<input type="checkbox"/>	Double Check Valve (DCVA)	<input type="checkbox"/>	Double Check-Detector (DCVA-D) Type II <input type="checkbox"/>
<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 Serves:		

Reason for test:	New <input type="checkbox"/>	Existing <input type="checkbox"/>	Replacement <input type="checkbox"/>	Old Model/Serial #				
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?							<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the assembly installed on a non-potable water supply (auxiliary)?							<input type="checkbox"/> Yes	<input type="checkbox"/> 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 <input type="checkbox"/> FAIL <input type="checkbox"/>						
Initial Test Date: _____ Time: _____	Held at ____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at ____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ____ psid Did not open <input type="checkbox"/> Did not open <input type="checkbox"/>	Held at ____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ____ psid Did not open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> /No <input type="checkbox"/>	Held at ____ psid Leaked <input type="checkbox"/>
Repairs and Materials Used**	Main: Bypass:					
Test After Repair Date: _____ Time: _____	Held at ____ psid Closed Tight <input type="checkbox"/>	Held at ____ psid Closed Tight <input type="checkbox"/>	Opened at ____ psid	Held at ____ psid Closed Tight <input type="checkbox"/>	Opened at ____ psid	Held at ____ psid

*** 2nd check: numeric reading required for DCVA only

Differential pressure gauge used:	Potable: <input type="checkbox"/>	Non-Potable: <input type="checkbox"/>
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 [30 TAC §290.46(B)]

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS