

## RATE ORDER

WHEREAS, MONTGOMERY COUNTY UTILITY DISTRICT NO. 4 of Montgomery County, Texas (the "District") owns water, sanitary sewer and storm sewer systems designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that rates, fees, charges and conditions be established and promulgated for providing services from such systems; and

WHEREAS, the Board of Directors of the District has determined that it is in the best interest of the District to amend and restate its Rate Order to include inspection and application fees for Consents to Encroachments.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF MONTGOMERY COUNTY UTILITY DISTRICT NO. 4, OF MONTGOMERY COUNTY, TEXAS, THAT THE FOLLOWING RATE ORDER IS HEREBY ADOPTED:

Section 1. Definitions. For purposes of this Rate Order (hereafter referred to as "Order"), the following words or terms shall have the following meanings:

1.01. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

1.02. "Commercial" shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale or lease to the public, and any other establishment not used or intended for use as a single-family residence.

1.03. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment.

1.04. "Customer" shall mean the person, firm, corporation or other entity making application for and receiving District services for a residential, commercial, apartment or other structure, whether the owner, renter, builder or lessee thereof.

1.05. "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational, Irrigation, Commercial, Governmental Services or Nontaxable Entity facility or system that is physically connected to the District's System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the District's System.

1.06. "Customer Service Inspection Certification" shall mean the certification(s) of inspection and/or testing, as applicable, required to be provided to the District at the times, in the manner and upon the conditions set forth in this Order, which certificate(s) shall be evidenced by the completion of form(s) substantially as attached to this Order as Exhibits "A" and "B."

1.07. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties, assessments and/or other charges of any nature hereunder imposed by the District, whether hereunder or otherwise, which has not been fully paid within twenty (20) days after the date of the bill.

1.08. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.09. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the District's System.

1.10. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment and is normally discharged from Residential food preparation and bathroom facilities.

1.11. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.12. "Governmental Services Customer Connection" shall mean Customer Connection(s) to the District's System that is designed, intended and actually used for serving facilities or improvements of a local governmental unit and political subdivision of the State of Texas which overlaps the District in whole or in part, and which is exempt from ad valorem taxation by the District.

1.13. "High Health Hazard" shall mean a cross-connection, potential cross-connection, or other circumstance involving or which may involve any substance that could, in the judgment of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.14. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.15. "Irrigation Customer Connection" shall mean a Customer Connection (other than a Park and Recreation Customer Connection) to the District's water System that is designed, intended and actually used for outdoor irrigation system purposes only, which system is not designed, intended or used in a manner to collect or discharge into the District's sanitary sewer System.

1.16. "Nontaxable Entity", as used in reference to "initial connection to the System," shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.17. "Park and Recreational" shall refer to and include landscaping in esplanades, green spaces and recreational areas and recreational facilities existing primarily for the use and enjoyment of all or substantially all of the property owners within the District.

1.18. "Residential" shall mean and include only single family residences and shall not include Apartments, unless specifically stated herein to the contrary.

1.19. "Service Line(s)" shall mean the sanitary sewer(s) from the foundation of a Residential, Apartment, Commercial or other building to the sanitary sewer collection System of the District.

1.20. "System", as used herein, shall mean the water and/or sanitary sewer and/or storm sewer facilities of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

## Section 2. Initial Connections to the District's System ("Taps").

2.01. Requirement to Connect to the District's Systems. Unless otherwise approved in writing by the Board, and except for Park and Recreational Customer Connections and Irrigation Customer Connections, each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the District's System as soon as the District has made water and sanitary sewer services available to such structure. It is the general policy of the District that all properties within the District shall be physically connected to both the water and sanitary sewer Systems of the District. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board, after a determination, in its sole discretion, that an acceptable alternative water source or wastewater collection and treatment source is available to such property, may permit connection to the District's water System or sanitary sewer System without requiring connection to both Systems. Unless otherwise approved or agreed in writing by the Board, if both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the water System or sanitary sewer System without requiring connection to both, the water connection must be made at the time water service becomes available, and the sanitary sewer connection must be made at the time sanitary sewer service becomes available.

2.02. Private Wells And Septic/Aerobic Systems. The construction of water wells and/or the installation of septic tanks or aerobic systems in the District is prohibited without prior written approval by the Board of Directors. Said approval, if granted by the Board of Directors, will state the purpose for the construction of a water

well and the intended use of the water or the purpose for the construction of the septic tank or aerobic system and the intended use for said tank or system. Any installation of a private well, septic tank, or aerobic system without prior written approval by the Board of Directors shall be considered to be a violation of the rules of the District, shall be subject to termination of services, and shall be subject to said penalties in Section 6 of this order.

2.03. Application for Water, Sanitary Sewer and/or Storm Sewer Connections. Each person desiring initial water and/or sanitary sewer and/or storm sewer service connections to the District's System shall sign and complete an application for such service on forms furnished by the District and pay such tap fees as are established by this Order. Foundation construction shall not be initiated and no physical connection to the District's System shall be made until such application has been completed and such fees have been paid. Initiation of foundation construction prior to payment of all applicable tap fees shall constitute a violation of this policy and shall result in a penalty charge of \$200.

2.04. Tap Fees. The following tap fees shall be collected from the applicant by the District's Operator before initiation of foundation construction and before physical connection is made to the District's System:

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|---|--|---|
| (a) Water Taps (including meter, meter box and the costs of installation thereof) |  |   |
| (1)   | 3/4" by 5/8" Residential or Irrigation Connection  | \$1,500.00  |
| (2)   | 1" Residential or Irrigation Connection  | District's actual costs of installation including labor, equipment, materials, and supervision plus 150% of all of such costs except the costs of boring, jacking, or open cutting water, sanitary sewer or storm sewer leads under or across existing roads or streets |
| (3)   | Nonstandard Residential or Irrigation Connections (other than 3/4" by 5/8" or 1" water tap), Commercial, Apartment and other connections, including Non- | District's actual costs of installation, including labor, equipment, materials, and supervision plus 200% of all of such costs except the costs of  |

	taxable Entity Connections	boring, jacking, or open cutting water, sanitary sewer or storm sewer leads under or across existing roads or streets
	(4) Park and Recreational or Governmental Services Connection	Same as the District's residential Tap Fees
(b)	Sewer Taps	
	(1) Residential Connections only	\$1,200.00
	(2) Park and Recreational or Governmental Services Connection	Same as the District's residential Sewer Tap Fees
	(3) All others	District's actual costs of installation, including labor, equipment, materials, and supervision plus 150% of all such costs
(c)	Storm Sewer Connections	
	(1) Residential Connections	District's actual costs of installation, including labor, equipment, materials, and supervision plus 150% of all such costs
	(2) Park and Recreational or	Same as (c)(1)
	(3) All Others Governmental Services Connection	Same as (c)(1)

#### 2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the District's System until the District's Engineer and Operator have certified that the System is operational. Continuous water service shall not be provided to any Customer (except approved water

service only Customers or Irrigation Connection Customers) until an acceptable sanitary sewer connection has been made and a properly completed Customer Service Inspection Certification has been provided to the District, as hereinafter set forth.

(b) Availability of Access. Upon application for a Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the judgment of District's Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not substantially completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for a Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the District's System.

(c) Property of District. All meters, meter boxes, fittings, valves and appurtenances installed by the District shall remain the property of the District.

(d) Connections by District Operator. All physical connections to the District's System shall be made by the District's Operator, unless otherwise approved or agreed in writing by the Board. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the District's System, except for emergency connections to the water System for fire-fighting purposes, or to make any repairs or additions to or alterations in any meter, meter box, tap, pipe, fitting or other fixture or appurtenance connected with the water service, or to any manhole, main, trunk or appurtenance of the District's System, except with the written permission of the Board.

(e) Submission of Plans. Each applicant for a Customer Connection (other than a Residential Customer Connection) shall, not less than thirty (30) days prior to the requested connection date, submit to the District's Engineer, or other party designated by the Board, the following information:

(1) Engineering drawings (three (3) sets for District purposes), signed and sealed by a registered professional engineer of the State of Texas, indicating the details of the building plumbing system, the materials to be used and the location, size, type and number of proposed connections to the District's System;

(2) The legal description of the land to be served by the District's System and a copy of the recorded plat of same;

(3) A general description of the type of proposed establishment or facility to be served and, if applicable, a description of any special measures taken in order to prevent any possible Industrial Waste and/or unauthorized waste from entering the District's sanitary sewer System; and

(4) In the case of a Commercial or Apartment Customer Connection application, a non-refundable engineering review fee payable to the District in the amount of the estimated cost to the District for such review.

In recognition of the District's obligation to protect and maintain the public health, the District's Engineer, or other party designated by the Board, will review the information presented and may approve or reject the application, request that further information be submitted prior to a decision on the application, or require modifications to be made to the plans, including, without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, pretreatment units and/ such other devices as may be deemed necessary or appropriate for the protection of the District's System. If an application is disapproved, the Customer shall be notified in writing as to the basis for such disapproval. Failure by the applicant to construct the proposed facilities in substantial conformity with the drawings submitted to and approved by the District shall constitute good and sufficient cause for denying, suspending or discontinuing District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of such plans or approval for connection to the District's System.

(f) General. The District will attempt to review and respond to all applications promptly; however, under no circumstances shall the District be held responsible for delays in the installation of water, sanitary sewer and/or storm sewer connections or the provision of District services. Any unauthorized or non-conforming physical connection to the District's System may be removed without notice at the expense of the person or firm causing such connection to be made.

## 2.06. Sanitary Sewer Connections and Service Lines.

(a) Unless otherwise approved by the Board, only one service line connection to the District's sanitary sewer collection System is permitted for each Residential, Apartment, Commercial or other building.

(b) Only the following types of pipe and fitting materials are approved for constructing service lines:

(1) Vitrified clay pipe conforming to ASTM Specification C700 with joint couplings conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12;

(2) Cast iron soil pipe, standard weight, conforming to ASTM Specifications A74 with rubber gasket joint couplings conforming to ASTM Specification C564;

(3) Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 and installed according to ASTM D2321;

(4) Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer's recommendations; or

(5) Acrylonitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

Pipes and fittings in each individual service line must be of identical material.

(c) Minimum sizes of service lines shall be as follows:

(1) Residential----4-inches in diameter

(2) Commercial-----6-inches in diameter

(d) Minimum grades for service lines shall be as follows:

(1) 4-inch pipe--one foot drop per hundred feet (1%)

(2) 6-inch pipe--six inches drop per hundred feet (0.5%)

(3) 8-inch pipe--four inches drop per hundred feet (0.33%)

(e) Maximum grades for service lines shall be as follows:

(1) 4-inch pipe--two and one-half feet drop per hundred feet (2.5%)

(2) 6-inch pipe--one and one-half feet drop per hundred feet (1.5%)

(3) 8-inch pipe--one foot drop per hundred feet (1%)

(f) Service lines must be constructed to true alignment and grade. Warped and sagging lines will not be permitted.

(g) Building tie-on connections must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.



(h) Water-tight adapters of a type compatible with the materials being joined must be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.

(i) Existing "wye" and stack connections must be utilized for connection of the service line to the sewer main unless written exception is granted by the District's operator.

(j) No bends or turns at any point will be greater than forty-five degrees (45°).

(k) Each horizontal 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.

(l) 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 a "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

(m) Cleanouts will be made with air-tight mechanical plugs.

(n) During construction, the service line shall be plugged at the end of each construction day until installation is complete. When the service line is complete, and prior to backfilling the trench, the applicant for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District's Operator at least two (2) full working days in advance of the desired time of inspection.

(o) The physical connection to the District's sanitary sewage collection System must be made by use of an adapter of a type compatible with the materials being joined. The connection shall be water-tight. No cement grout materials will be permitted.

(p) Backfilling of service line trenches must be accomplished within twenty-four (24) hours following final inspection and approval by the District's Operator. No debris will be permitted in the trench.

(q) A final connection permit, consisting of a duly executed and approved copy of the application form, will be granted after final inspection confirms that all requirements of this Policy have been met.

(r) No downspouts, yard or street drains, water circulation or heat exchanger discharges, or gutters will be permitted to be connected into the District's sanitary sewage collection System.

(s) No swimming pool connections may be made to the District's sanitary sewage collection System unless approved in writing by the District's Operator.

## 2.07. Inspections.

(a) Sanitary Sewer Inspections; Grease Traps; Reinspections. A sanitary sewer inspection fee of \$75.00 for Residential Customer Connections and \$150.00 for Commercial, Apartment and other Customer Connections, including Nontaxable Entity Connections, payable at the time of application for connection to the District's System, shall be charged by the District for inspection of each sanitary sewer service line. Sanitary sewer connections and service lines shall be inspected for strict compliance with Section 2.05 hereof. Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made, and the District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to the requirements of Section 2.05 hereof shall be disapproved. Customer shall be notified in writing as to the basis for such disapproval. After noted deficiencies have been corrected, a sanitary sewer connection reinspection shall be made upon payment to the District of a reinspection fee of \$75.00 for Residential Customer Connections and \$175.00 for Commercial, Apartment and other Customer Connections, including Nontaxable Entity Connections. If subsequent reinspections are required before the sanitary sewer connection and service lines are found in compliance with the District's rules, an additional sanitary sewer reinspection fee of \$75.00 for Residential Customer Connections and \$175.00 for Commercial, Apartment and other Customer Connections, including Nontaxable Entity Connections shall be charged for each such reinspection.

(b) Water Service Inspections. Prior to the District providing continuous water service to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or other unacceptable plumbing practice exists; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private plumbing facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

Unless otherwise approved by action of the Board, the District's Operator shall perform all required inspections and shall provide the necessary certification, and the District shall charge the Customer a fee of \$175.00. Any reinspections required to be performed by the District's Operator shall be charged by the District to the Customer at the rate of \$175.00 for each reinspection.

If, for any reason, Customer should fail to provide or cause to be provided to the District a properly completed Customer Service Inspection Certification, water service to such Customer shall be terminated by the District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

(c) Final Inspection of District Facilities. Prior to commencement of construction of improvements to be served by the District's System, the District's Operator shall inspect each property to note the location and condition of District facilities on the property. Upon receipt of instructions from the builder of a facility to be served by the District's System to transfer an account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities. The District's Operator will repair any damaged District facilities and the builder shall be responsible for all costs incurred. A fee of \$150.00 shall be charged by the District to cover the costs of such inspections, which fee will be due and payable at the time the tap fee is paid.

(d) From time to time, as the District deems appropriate, the District's Operator may conduct inspections of grease traps, sampling wells or pretreatment units in order to determine that such facilities are properly installed, maintained and operated. A fee of \$75.00 shall be charged by the District for each such periodic inspection. A fee of \$75.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof.

2.08. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the District's System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a temporary meter supplied and installed by the District's Operator. The fee for temporary water service shall be in accordance with the rates for commercial water use, as set forth in Section 3.04 hereof, plus any deposit and installation and rental fees charged by the District's Operator. Temporary water service may be supplied outside the area of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services and Solid Waste Collection and Disposal Services. Each prospective Customer desiring water and sanitary sewer service and solid waste collection and disposal services shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal services are provided to every Residential Customer at no additional charge.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$55.00 shall be charged for each Customer. Each Residential Customer and each Apartment Customer (for each individual Apartment served by a separate meter) shall pay a security deposit of \$100.00. If, without just cause, any Residential Customer or Apartment Customer (for an individual Apartment served by a separate meter) is delinquent in the payments of any amounts due to the District hereunder more than three (3) times in any consecutive period of twelve (12) months, or if any instance of delinquent results in the discontinuation of services to such Customer, the District may, in the sole discretion of the Board, increase such security deposit to an amount equal to 250% of the estimated monthly service charges to such Customer.

Each Commercial Customer and each Apartment Customer (for Apartments served by a master meter) shall pay a security deposit equal to 250% of the estimated total monthly service charges to such Customer, as determined and revised from time to time by the District's Operator, utilizing established District criteria regarding usage, or \$200.00, whichever is greater. Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any required increase in the security deposit before Customer's service is restored.

3.02. Monthly Rates for Residential Water Service. The following rates per month, or any part thereof, shall be charged for Residential water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

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| (a) | Minimum monthly charge for up to 4,000 gallons of water metered                  | \$11.00 |
| (b) | For each 1,000 gallons of water metered over 4,000 gallons up to 10,000 gallons  | \$ 1.35 |
| (c) | For each 1,000 gallons of water metered over 10,000 gallons up to 15,000 gallons | \$ 1.80 |

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| (d) | For each 1,000 gallons of water<br>metered over 15,000 gallons<br>up to 20,000 gallons | \$ 2.25 |
| (e) | For each 1,000 gallons of water<br>metered over 20,000 gallons<br>up to 25,000 gallons | \$ 2.75 |
| (f) | For each 1,000 gallons of water<br>metered over 25,000 gallons<br>up to 30,000 gallons | \$ 3.50 |
| (g) | For each 1,000 gallons of water<br>metered over 30,000 gallons                         | \$ 5.00 |

3.03. Monthly Rates for Park and Recreational Water Service. The following rates per month, or any part thereof, shall be charged for Park and Recreational water service furnished by the District to each Customer Connection, including without limitation irrigation meters, in every instance in which a different charge is not expressly and clearly provided for herein:

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| (a) | Minimum monthly charge for up to<br>4,000 gallons of water metered                     | \$17.00 |
| (b) | For each 1,000 gallons<br>of water metered over 4,000 gallons<br>up to 10,000 gallons  | \$ 2.20 |
| (c) | For each 1,000 gallons of water<br>metered over 10,000 gallons<br>up to 15,000 gallons | \$ 2.80 |
| (d) | For each 1,000 gallons of water<br>metered over 15,000 gallons<br>up to 20,000 gallons | \$ 3.50 |
| (e) | For each 1,000 gallons of water<br>metered over 20,000 gallons<br>up to 25,000 gallons | \$ 4.00 |
| (f) | For each 1,000 gallons of water<br>metered over 25,000 gallons<br>up to 30,000 gallons | \$ 4.50 |
| (g) | For each 1,000 gallons of water<br>Metered over 30,000 gallons                         | \$ 5.00 |

3.04. Monthly Rates for Residential and Park and Recreational Sanitary Sewer Service. The following rate per month, or any part thereof, shall be charged for Residential and Park and Recreational sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

Monthly Flat Rate	\$30.00
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3.05. Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

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| (a) | Minimum monthly charge for up to 4,000 gallons of water metered                  | \$16.50 |
| (b) | For each 1,000 gallons of water metered over 4,000 gallons up to 10,000 gallons  | \$ 2.20 |
| (c) | For each 1,000 gallons of water metered over 10,000 gallons up to 15,000 gallons | \$ 3.30 |
| (d) | For each 1,000 gallons of water metered over 15,000 gallons up to 20,000 gallons | \$ 4.50 |
| (e) | For each 1,000 gallons of water metered over 20,000 gallons up to 25,000 gallons | \$ 5.00 |
| (f) | For each 1,000 gallons of water Metered over 25,000 gallons                      | \$ 5.50 |

3.06. Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

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| (a) | Minimum monthly charge for up to 1,000 gallons of water metered | \$36.00 |
| (b) | For each 1,000 gallons of water metered over 1,000 gallons      | \$ 2.75 |

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| (c) | For each grease trap installed,<br>there shall be charged a monthly<br>flat rate inspection fee of<br>(Any reinspection required shall<br>be charged at the same rate) | \$75.00 |
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3.07. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service to Apartment units served by separate meters:

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| (a) | Minimum monthly charge for up to<br>4,000 gallons of water metered                     | \$11.00 |
| (b) | For each 1,000 gallons of water<br>metered over 4,000 gallons<br>up to 10,000 gallons  | \$ 1.35 |
| (c) | For each 1,000 gallons of water<br>metered over 10,000 gallons<br>up to 15,000 gallons | \$ 1.80 |
| (d) | For each 1,000 gallons of water<br>metered over 15,000 gallons<br>up to 20,000 gallons | \$ 2.25 |
| (e) | For each 1,000 gallons of water<br>metered over 20,000 gallons<br>up to 25,000 gallons | \$ 2.75 |
| (f) | For each 1,000 gallons of water<br>metered over 25,000 gallons<br>up to 30,000 gallons | \$ 3.50 |
| (g) | For each 1,000 gallons of water<br>Metered over 30,000 gallons                         | \$ 5.00 |

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The minimum monthly charge per unit, plus the rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged.

3.08. Monthly Rates for Sanitary Sewer Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for sanitary sewer service to Apartment units, whether served by a master meter or by separate meters:

Monthly Flat Rate per unit:	\$30.00
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3.09. Builder Rates. From the time of application for services by a builder or construction contractor until the earlier of (i) completion of the building or structure, (ii) transfer of the account to the owner or occupant, (iii) commencement of continuous services to the owner or occupant of such building or structure, or (iv) the expiration of six (6) months, the applicant shall pay to the District, for both water and sewer services, a monthly charge equal to one and one-half (1½) times the Residential Customer Connection charge defined in Section 3.02 hereof for water and sewer services to such building or structure. Thereafter, the applicable rates in Sections 3.02 through 3.08 hereof shall be charged.

3.10. Consent to Encroachment. The District requires all property owners, who own property on which services are provided by the District, who plan to construct any structure or improvement, over, under, or within any easement which contain District facilities (i.e., water lines, sewer lines, storm sewer lines, or other facilities) to obtain consent from the District authorizing such encroachment. Any user required to obtain a consent to encroachment must first request that the District conduct an inspection to determine the location of District facilities within said easement. The cost for the District's inspection shall be \$150.00, payable to the District.

If it is determined that a consent to encroachment is required, then the property owner of such property shall submit a written request for the consent to encroachment, as well as a \$500.00 application fee, payable to the District, as a retainer. The actual cost to the property owner shall not exceed the cost to the District, plus 20 percent. The District shall then prepare the necessary documents for the property owner's signature, as well as the approval of any lienholder on such property.

The District, by granting the consent to encroach, does not waive any right of entry upon the easement for the purposes of inspecting, repairing or replacing District property. The District also reserves the right to remove any structure that obstructs any easement, whether said easement contains District property or not.

In the event that installation, repair, replacement, modification or alteration of the encroachment causes damage to the District facilities within such easement or any future facilities the District constructs within such easement, the property owners of said property shall pay all costs incurred by the District for repairing such facilities or performing any remedial work to the surrounding area due to drainage or pollution resulting from such damage to the facilities.

Should the location of the encroachment within the easement prevent or hinder the District from operating District facilities in accordance with applicable



statutes, laws, rules, and/or regulations, then the property owner shall be obligated to remove the encroachment from the easement upon written notice from the District, at no cost to the District.

The District reserves the right to refuse service to any customer who occupies the property on which an easement exists which has encroachments which impair the District's facilities, or hinder District operation, maintenance or repair of said facilities, and where the property owner has not cooperated with the District direction as to paying for damages or removing the encroachments as required by the District.

3.11. Regulatory Assessment. The regulatory assessments and fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Rate Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

(a) Texas Commission on Environmental Quality Assessment. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09 hereof include a regulatory assessment equal to one-half of one-percent of the charge for water and/or sewer service, as provided by Section 5.701(n), Texas Water Code, as amended.

(b) Lone Star Groundwater Conservation District. The District lies within the boundaries of the Lone Star Groundwater Conservation District ("Lone Star") and is subject to well permit fees imposed by Lone Star for each 1,000 gallons of water pumped from the District's water well(s). In order to pass through to the District's Customers the effect of such permit fees, there is hereby imposed an additional fee equal to such then current Lone Star well permit fee on each 1,000 gallons of water billed to each Customer of the District pursuant to this Rate Order. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, do not include such additional fee, which shall be added to each Customer's bill.

3.12. Policies Governing Services.

(a) No Reduced Rates or Free Service. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted.

(b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatever; in no instance shall the District be liable for failure or refusal to furnish

water or any particular amount or pressure of water or to provide capacity in sewer facilities or to collect solid waste.

(c) Unauthorized and Concentrated Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste having neither a biochemical oxygen demand (five day) nor a total suspended solids concentration of more than 220 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the District's System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the System occasioned as a consequence of such discharge. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the System. Accordingly, no Industrial Waste shall be discharged into the District's sanitary sewer System without the advance written approval of the Board of Directors of the District and without strict compliance with any pretreatment requirements, conditions, restrictions, rates charges or surcharges as may be imposed by the District in connection with such proposed discharge.

(d) Plumbing Regulations. The following plumbing regulations are, pursuant to 30 Texas Administrative Code, Chapter 290 applicable to all Customers of the District:

(1) No direct connection between the District's water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the District's water System by an air gap or an appropriate backflow prevention device in accordance with the guidelines set forth in Chapter 6 of the Uniform Plumbing Code and/or as otherwise required by the District in its reasonable discretion;

(2) No cross connection between the District's water System and any private water system shall be permitted, and any potential threat of cross connection 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 used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the District's water System shall be permitted;

(4) The use of any pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains more than a weighted average of 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380), or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water supply System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the District's water supply System. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe;

(5) No new or replacement plumbing fixture which is not in compliance with applicable federal, State or other regulatory requirements or plumbing codes shall be permitted to be installed in any Residential or Commercial facility that is connected to the District's water supply System; and

(6) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other plumbing practices in violation of this Order. The Customer shall, upon receipt of notice from the District, immediately correct any undesirable plumbing practice existing on his premises to prevent possible contamination of the District's water System. The existence of a serious threat to the integrity of the District's water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the District's water System from contamination, and a Customer Service Inspection Certification confirming the correction of a prohibited plumbing practice has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.10(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.10(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. The following backflow prevention requirements are applicable to all Customers of the District:

(1) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection, as required by 30 Texas Administrative Code, Chapter 290, and pursuant to the guidelines set forth in Chapter 6 of the Uniform Plumbing Code and/or as otherwise required by the District, in its reasonable discretion, or by any applicable federal, State or other law, rule or regulatory requirement.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention devices on any internal hazards of Customer Connection, as prescribed by the applicable provisions of the Uniform Plumbing Code.

(2) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (as defined in 30 Texas Administrative Code, Chapter 290) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a High Health Hazard must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

(3) The District's Operator shall receive from Customer and retain in the District's files for recordkeeping purposes a Backflow Prevention Assembly Test and Maintenance Report, in substantially the form attached to this Order as Exhibit "B".

(4) During construction of a building or structure until the commencement of continuous service to the owner or occupant of such building or structure, all temporary hose bibs, stub outs, faucets or similar outlets connected to the District's System shall be equipped with adequate backflow prevention devices.

(5) If, for any reason, a Customer fails to comply with the requirements of this Section 3.10(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

3.13. Drought Contingency Plan. The rates, fees and charges herein imposed do not include any additional fees, charges or penalties imposed by the District during any drought response stage pursuant to a Drought Contingency Plan, which additional fees, charges, or penalties shall be imposed, billed, enforced and collected as provided in such Drought Contingency Plan.

Section 4. Delinquency in Payment; Penalty; Discontinuation and Termination of Service.

4.01. Penalty for Failure to Pay Bill Before Delinquency; Returned Checks. A charge of ten per cent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill, plus the penalty thereon, shall be immediately due and payable. A charge of \$35.00 shall be imposed for each returned check notice forwarded to a Customer as a result of a Customer's check being returned by a bank for any reason.

4.02. Termination of Service For Failure to Pay Bills When Due. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the District's sanitary sewer System at any time on or after the due date shown on the next Customer bill following the Delinquent Bill. The Customer shall, by written notice mailed to the Customer's address, as reflected in the records of the District, be notified of the delinquency and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full, which date shall not be less than five (5) days from the date such notice is sent. Such notice shall state the place and time at which the account may be paid, that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice, and that the Customer has the right to appeal such termination to the Board of Directors of the District. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$70.00 shall be imposed for the restoration of service discontinued pursuant to this section. A charge of \$100.00 shall be imposed for the restoration of service discontinued pursuant to this section if such restoration of service is required after the regular business hours of the District's Operator. An additional fee of \$100.00 shall be imposed if it is necessary, in the sole discretion of the District or its authorized representatives, to remove and reset the meter at any time as a result of termination and restoration of service pursuant to this Section 4.02. Payment of the unpaid account, including penalty and all other charges then due and owing, plus any required deposit, shall be paid in cash, cashier's check or money order prior to restoration of water service where service has been terminated because of the Customer's failure to pay a bill before it became a Delinquent Bill.

4.03. Discontinuing Service Upon Request of a Customer. Whenever a Customer of the District requests that water and sewer service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired. A charge of \$70.00 shall be made for discontinuing and restoring water service at the request of the Customer, if the

Customer is not delinquent in the payment of any bill at the time of either request. An additional fee of \$100.00 shall be imposed if the Customer requests or the District determines it is necessary that the District remove and reset the meter as a result of discontinuation and restoration of service pursuant to this Section 4.03. Temporary discontinuation of service requested by a Customer to enable Customer to make plumbing repairs within the facility served shall be performed by the District at no charge to the Customer.

## Section 5. Damage to District Facilities.

5.01. Damage to Meters and Appurtenances. Any applicant for services (whether property owner, builder or other) shall be and remain responsible to the District for payment of the costs to repair or replace any District facilities damaged or destroyed by the applicant or its contractors, subcontractors, agents or representatives during the construction, reconstruction, remodeling, improvement, use or occupancy of the house, building or other improvements. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line or other water and/or sewer System appurtenance.

No applicant who has an outstanding damage assessment to the District shall be permitted additional connections to the District's System. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Customer whose meter, meter box, service line or other System appurtenance has been tampered with or altered in any way, or who has reconnected service which was terminated by the District.

The District shall assess repair costs to Customer, plus a damage penalty equal to one hundred percent (100%) of the actual costs of such repairs.

5.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the District's System and appurtenances without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the System so damaged.

5.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the sanitary sewer System resulting

from a Customer's failure to prevent obstructions from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps, plus a District administration fee of one hundred percent (100%) of such costs, shall be assessed to Customer.

5.04. Storm Sewer System. The use of the District's storm sewer System is limited solely to storm waters. No other liquids or solids, including but not limited to, grass or yard clippings, trash, construction materials, oils or grease, shall be introduced into the District's storm sewer System. It shall be a violation of this Order to introduce unauthorized material, whether liquid or solid, into the District's storm sewer System and the District reserves the right to assess such penalties as provided in this Order to any person, corporation, or other entity who makes such unauthorized use of the District's storm sewer System.

5.05 Fire Line Tap Fee.

(a) Six-Inch Fire Line Tap Fee. District's actual cost of Installation, including labor, equipment, materials, and supervision plus 200% of all such costs except the costs of boring, jacking, or open cutting water, sanitary sewer leads under or across roads or streets.

(b) Fire Line Vault, Backflow Preventer Assembly, and Detector Meter. Same as Six-Inch Fire Line Tap Fee, or installation by a Licensed Plumber at the Owner's sole cost and expense. The District's inspection fee is \$175.00.

The Owner is responsible for City of Conroe permits and inspections for "Dedicated Underground Fire Sprinkler Piping." The City of Conroe Guideline for Fire Sprinkler Piping is attached as Exhibit C.

Section 6. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who violates any part or provision of this Order, shall be subject to a civil penalty of not less than \$200, nor more than \$5,000, for each violation. Each day that a violation continues shall be considered a separate offense. The amount of any penalty assessed by the District pursuant to this Section 6 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing before the Board of Directors of the District relative to such matter.

Penalties assessed under this Section 6 shall be in addition to any other costs, fees or penalties established in this Order or under other applicable federal, State or other laws, rules or regulatory requirements, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District assess a penalty pursuant to this Section 6 that is in excess of the jurisdictional limits of the justice court, as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties

assessed hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce the provisions hereof or to collect any rate, fee, charge, penalty, or assessment hereunder, the District may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District in such regard, as determined by the court.

Section 7. Appeal. Any determination by District's Operator or other authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay the undisputed portion of all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

Section 8. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any part or provision of this Order at any time.

Section 9. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

Section 10. Access. By making application for and/or maintaining an account for services with the District, Customer thereby grants to all authorized representatives of the District, including, without limitation, the District Operator and the District Engineer, all licenses, privileges, easements and rights of ingress and egress in, to, over, under, along and across Customer's property as may be reasonable and necessary for the initiation, provision, maintenance, discontinuation or restoration of services to Customer, the repair or replacement of damaged, worn or obsolete District facilities and/or the enforcement or carrying out of any of the provisions of this Order.

Section 11. Effective Date and Repeal. Any order, resolution or any amendments thereto heretofore adopted by the Board establishing rates, fees, charges and conditions for services from the District's systems and pertaining to related matters shall be repealed, revoked and rescinded immediately on the effective date of this Order.

Section 12. Application. Unless otherwise agreed in writing by the District, and except to the extent in conflict or inconsistent with any such written agreement by the District,



this Order shall apply to all services provided by the District's systems, whether located within or outside of the District's boundaries.

Passed and adopted this 22nd day of February, 2018.

/s/ Gary S. North  
President, Board of Directors

ATTEST:

/s/ Carl Clay  
Secretary, Board of Directors

(SEAL)

## Exhibit "A"

### Service Inspection Certification

Name of District: Montgomery County Utility District No. 4

District I.D. No.: \_\_\_\_\_

Location of Service: \_\_\_\_\_

I, \_\_\_\_\_ (*name of Inspector*), upon inspection of the private plumbing facilities connected to the Water Supply System of Montgomery County Utility District No. 4, do hereby certify that, to the best of my knowledge:

		Compliance	Non-Compliance	Certificate of Compliance on File
		<b>FOR DISTRICT USE ONLY</b>		
(1)	No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	No pipe, pipe fitting, plumbing fitting, or fixture the wetted surface of which contains more than a weighted average of 0.25% lead (as calculated under section 1417(d)(2) of the Safe Drinking Water Act [42 U.S.C. 300g-6], as amended by Public Law 111-380) exists in private plumbing facilities installed on or after January 4, 2014.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	No plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines	Lead <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"/>

I recognize that this document shall become a permanent record of the Water Supply System of Montgomery County Utility District No. 4 and that I am legally responsible for the validity of the information I have provided.

NOTE: THIS SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE PLUMBING PRACTICES IN ACCORDANCE WITH SAID DISTRICT'S RULES AND REGULATIONS GOVERNING WATER AND SANITARY SEWER FACILITIES, SERVICE LINES, AND CONNECTIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE AS TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_

Type of Registration: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit "B"

### 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 District for record keeping purposes:

#### BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of District: Montgomery County Utility District No. 4

PWS I.D. No.: \_\_\_\_\_

Location 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 ASSEMBLY

- |   |  |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Pressure Vacuum Breaker   |
| <input type="checkbox"/> Double Check Valve         | <input type="checkbox"/> Atmosphere Vacuum Breaker |
| <input type="checkbox"/> Not Needed at this Address |  |

Manufacturer \_\_\_\_\_

Size \_\_\_\_\_

Model Number \_\_\_\_\_

Located at \_\_\_\_\_

Serial Number \_\_\_\_\_

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ____ psid ____ psid	
Initial Test	DC-Closed Tight <input type="checkbox"/> RP-____ psid  Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/>  Leaked <input type="checkbox"/>	Opened at ____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight <input type="checkbox"/> RP____ psid	Closed Tight <input type="checkbox"/>	Opened at ____ psid	Opened at ____ psid	____ psid

The above is certified to be true.

Firm Name: \_\_\_\_\_

Certified Tester: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Cert. Tester No.: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_