

CERTIFICATE FOR ORDER BY WEST MEMORIAL MUNICIPAL UTILITY DISTRICT AMENDING AND RESTATING ITS ORDER ESTABLISHING UTILITY RATES, ADOPTING RULES AND REGULATIONS RELATING TO THE ADMINISTRATION OF ITS UTILITY SERVICES, AND ESTABLISHING PENALTIES FOR VIOLATION OF THOSE RULES AND REGULATIONS

STATE OF TEXAS §
COUNTY OF HARRIS §
WEST MEMORIAL MUNICIPAL UTILITY DISTRICT §

We, the undersigned officers of the Board of Directors of West Memorial Municipal Utility District, hereby certify as follows:

The Board of Directors (the Board) convened in regular session on the 25th day of April, 2022 at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of the Board to wit:

Kenneth L. Cryar	President
Patty Leo	Assistant Vice President
Greg Barnhill	Secretary
Elena Vanderloo	Assistant Secretary

And all of said persons were present, except Director Barnhill, thus constituting a quorum. Whereupon among other business, the following was transacted at the meeting:

ORDER BY WEST MEMORIAL MUNICIPAL UTILITY DISTRICT AMENDING AND RESTATING ITS ORDER ESTABLISHING UTILITY RATES, ADOPTING RULES AND REGULATIONS RELATING TO THE ADMINISTRATION OF ITS UTILITY SERVICES, AND ESTABLISHING PENALTIES FOR VIOLATION OF THOSE RULES AND REGULATIONS

Was introduced for consideration by the Board. It was then duly moved and seconded that the Resolution be adopted; and after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: 3

NOES: 0

A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; 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 such meeting and officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place, and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED the 25th day of April, 2022.

WEST MEMORIAL MUNICIPAL UTILITY
DISTRICT

/s/Kenneth Cryar
President, Board of Directors

ATTEST:

/s/Elena Vanderloo
Assistant Secretary, Board of Directors

[SEAL]



**ORDER BY WEST MEMORIAL MUNICIPAL UTILITY DISTRICT AMENDING AND
RESTATING ITS ORDER ESTABLISHING UTILITY RATES, ADOPTING RULES AND
REGULATIONS RELATING TO THE ADMINISTRATION OF ITS UTILITY SERVICES,
AND ESTABLISHING PENALTIES FOR VIOLATION OF THOSE RULES AND
REGULATIONS**

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**ORDER BY WEST MEMORIAL MUNICIPAL UTILITY DISTRICT
AMENDING AND RESTATING ITS ORDER ESTABLISHING UTILITY
RATES, ADOPTING RULES AND REGULATIONS RELATING TO THE
ADMINISTRATION OF ITS UTILITY SERVICES, AND ESTABLISHING
PENALTIES FOR VIOLATION OF THOSE RULES AND REGULATIONS**

WHEREAS, West Memorial Municipal Utility District of Harris County, Texas, (hereafter "District") is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59, Texas Constitution, and operating under the authority of Chapters 49 and 54, Texas Water Code; and

WHEREAS, the District owns and operates a water and sewer system; and

WHEREAS, Section 54.205, Texas Water Code, authorizes the District to adopt and enforce reasonable rules and regulations concerning the administration of its utility facilities; and

WHEREAS, Section 49.004, Texas Water Code, authorizes the District to set reasonable penalties for the breach of any rule of the District that shall not exceed the jurisdiction of a justice court as provided by Section 27.031, Texas Government Code; and

WHEREAS, Section 54.206, Texas Water Code, states that after publication as provided by Section 54.207, Texas Water Code, the Rules shall be recognized by the courts as if they were penal ordinances of a city; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following fees, charges, rules, regulations, and penalties are necessary for the safe and efficient management of the District's utility facilities; NOW, THEREFORE,

**BE IT ORDERED BY THE BOARD OF DIRECTORS OF WEST MEMORIAL
MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY, TEXAS,**

that the following fees, charges, rules, regulations, and penalties are hereby adopted pursuant to Article XVI, Section 59, Texas Constitution and Chapters 49 and 54, Texas Water Code:

SECTION 1: DEFINITIONS

The following terms shall bear the meanings hereinafter ascribed:

- (a) "house" shall mean a single-family detached home.
- (b) "commercial" shall mean all customers other than a house or common community property, including but not limited to schools and businesses.
- (c) "person" shall mean all natural persons, corporations, partnerships, governmental bodies or subdivisions thereof, and all other entities whatsoever existing at law or in fact, together with their heirs, executors, administrators, successors, or assigns.

(d) "customer" means any person receiving service from the District.

(e) "District" means the West Memorial Municipal Utility District.

SECTION 2: WATER AND SEWER CONNECTIONS

All connections to the District's water and sewer systems shall be made in accordance with this Order and the District's Plumbing Code as set forth in Appendix "B" of this Order. Each residential unit occupied by a separate family, including separate apartments located within a single building, and each commercial unit occupied by a separate person, including separate establishments within a single building, shall be deemed to be a separate connection for the purposes of this Order.

SECTION 3: METER REQUIREMENTS

3.1 Each house shall have a separate meter and shall be considered a separate connection for the purposes of determining connection and inspection fees. All other connections shall be metered as specified by the District operator. All meters shall be placed in front of the unit to be served and shall be located in the easement as directed by the District's operator.

3.2 A commercial customer may, upon specific written authorization from the District's Board of Directors, install at such customer's expense a commercial fire protection system connected directly to the District's water distribution system without metering such connection; provided, however, that such commercial customer must advise the District in writing of each instance in which the commercial fire protection system is activated, along with an estimate of the amount of water which passed through the system at the time it was so activated.

SECTION 4: TAP FEES

The tap fees shall be received by the District before any connection is initially made to the District's water system, in accordance with Appendix "A" attached hereto.

SECTION 5: SEWER INSPECTION FEES

5.1 Inspection of New Connections. All connections to the District's sewer system shall be made in accordance with the District's Plumbing Code as set forth in Appendix "B" hereto, and at the location specified by the District operator. No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected such connection. A sewer inspection fee as set forth in Appendix "A" attached hereto shall be required, payable with the water tap fee. No permanent water connection shall be made to any new structure until the sewer connection has been inspected and approved by the District or its agents. If the connection or house lead is covered before the district's inspection, then it shall be uncovered for the District's inspector before the connection can be authorized at customer's sole cost and expense.

- 5.2 Sewer Grease Trap Inspections. Where a grease trap is required pursuant to the District Plumbing Code set forth in Appendix "B" hereto and hereby adopted, the District's operator will conduct inspections of the grease trap on a monthly basis. Customers will be responsible for maintaining records of manifest for the hauling of the grease trap waste and will make those records available to the District's operator during each inspection. For each inspection or re-inspection, there will be a charge at the rate set forth in Appendix "A" hereto.

SECTION 6: WATER AND SEWER SERVICE COMMITMENTS

- 6.1 For projects which do not have District water and sewer service allocated as determined by the District operator and engineer, an application for a commitment for water and sewer service, along with a deposit check in the amount of \$1,500.00 (made payable to "West Memorial Municipal Utility District"), should be completed and submitted to the District Engineer, who will have the application placed on the agenda at a designated meeting with the Board of Directors. During the preliminary review of a project at the designated meeting previously mentioned, the District's consultants and the Board will ask pertinent questions of the Applicant to be certain the Applicant is fully aware of the obligations ahead. The Board will also make certain all necessary facts are available in order that the engineer and other consultants to the District can review the Applicant's preliminary scheme of development and determine whether it is feasible for the Board to further consider the Applicant's request. Any review of the Application or any action by the consultants will not be undertaken until authorized by the District.
- 6.2 The \$1,500.00 deposit will be used to cover the expenses incurred by the District for the preliminary reviews by the appropriate consultants in determining if the District's facilities can accommodate the Applicant's proposed project.
- 6.3 If the consultants indicated that the Applicant's project (as submitted) cannot be accommodated by the District's facilities, the remaining portion of the Applicant's deposit will be refunded to the Applicant. Fees charged by the District's consultants will be in accordance with their normal rate schedules to the District, which includes any expenses incurred during their review. Consultants may include, but are not limited to, the District's engineer, attorney, and/or operator.
- 6.4 If the consultants indicate to the Board that the Applicant's project can be accommodated by the existing facilities of the District, or with the addition of certain new facilities, and the Board approves proceeding with the Applicant's project based on the consultants' recommendation, then the Applicant will be issued a letter from the District's engineer which will itemize the District's commitment to the Applicant for the amount of service, for the length of time, and for the additional considerations noted in the letter. Construction of the approved project to be serviced must be within twelve (12) months of the approved date on the application and must be completed in a timely fashion. Failure to comply with this requirement will result in the commitment being voided and a new application will need to be submitted to the District.
- 6.5 This Commitment shall then remain in effect until the expiration date noted, or until a more formal permanent agreement between the District and the Applicant is executed (whichever date should first occur).

- 6.6 The Board of Directors reserves the right to request additional deposit monies from the Applicant should the initial deposit not be sufficient to cover all consultant costs during both the application and commitment stage of this procedure. If additional monies are not produced when requested, then all further work necessary by the consultants will be stopped and any remaining deposit money previously paid will be forfeited to the District and this application/commitment will become null and void upon ten (10) days written notice to the applicant's address contained herein.
- 6.7 Other pertinent facts and information the Applicant should know and be agreeable to are listed hereafter and should be read carefully before contacting the District with a request to be placed on the agenda of a future designated meeting.
- 6.8. The Board of Directors has adopted the following policy for the purposes of providing water and sewer service for the growth and development within and outside the District in a uniform and nondiscriminatory manner. These policies and procedures will apply uniformly throughout the District for any new or additional development:
- I. Any party wishing to develop property within the District will be required to submit an application to the Board for its consideration.
 2. Multi-family commitments will be issued based on a determination of service available at the time of the application.
 3. Commitments will be valid only for twelve month periods; construction must begin within twelve months from the issuance of a commitment, and must be completed in a timely fashion thereafter, or the commitment will expire.
 4. Applications/Commitments are non-transferrable.
 5. Prospective buyers may jointly apply for an application with the owner of the property.
 6. Applications will not be considered for property with delinquent standby fees or taxes.
 7. No construction will begin on any improvements covered under a commitment until applicant's construction drawings have been reviewed and approved by both the operator and the engineer for the District.
 8. No construction may begin on any improvements until all tap fees (per District's rate order) and other expenses required by the District have been paid.
 9. Construction must begin prior to the expiration date set by the Board in the commitment and/or formal agreement and must be completed in a timely fashion thereafter.
 10. Applicant is required to provide the District with periodic progress reports at thirty (30) day intervals advising the Board as to the status of project up to completion of

construction.

11. All tracts of land within the District, as well as those to be annexed. must be platted through the City of Houston, Harris County and other appropriate authorities prior to utility service being provided by the District.
12. Applicant must make arrangements to extend the necessary trunk water, sanitary and drainage facilities to serve its property in areas where such trunk facilities do not exist. All temporary and permanent arrangements for sewer and water service must be worked out in advance of construction with the District's engineer.
13. Applicant will secure and deed all necessary easements and rights-of-way to the District.
14. All lines constructed that are not in permanent acceptable easements, or which lie within private developments (apartments, condominiums, etc.) will remain the permanent property of the landowner and shall remain its permanent maintenance responsibility.
15. Applicant shall furnish a statement of the estimated value of the proposed project as a part of the initial application, broken down by land value and facility improvements.
16. The District's operator has full authority to police the project site to determine if any violations of the District's rules and any District service commitment exist.
17. Any change of utilization to the previously approved use of the property covered by any commitment must be approved by the District.
18. In addition to the other referenced prerequisites, the following requirements are applicable to requests for annexation:
 - a) A feasibility cost and study, which includes a current metes and bounds description and survey, shall be prepared by the District's engineer.
 - b) Applicant is required to provide to the District a copy of deed showing current ownership of the property referenced in this application/commitment.
 - c) Applicant is required to submit a title report within thirty (30) days of the proposed filing date for annexation.
 - d) The petition for annexation (on behalf of the application) is to be prepared by the District's attorney. The petition from the District to the City of Houston for consent of annexation shall be prepared by the District's attorney. Applicant acknowledges the City's review and consent may take up to eleven (11) months.

- e) All costs of annexation, including attorney's fees, engineering fees, and any and all other fees relating to said annexation, must be paid by the Applicant with advance deposits being made by applicant upon request by District.
- f) All costs relating to service of said tract, including without limitation, construction of required water and sewer lines, lift stations, etc., must be incurred by applicant.

SECTION 7: SWIMMING POOL CONSTRUCTION PERMITS

Prior to construction of any swimming pool in the District, a permit for swimming pool connections must be obtained from the District. New pools starting construction after October 25, 1999, must be drained into the District's sanitary sewer system. The District may inspect the pool to insure compliance with the provisions of the Plumbing Code (Appendix "B"). The District shall collect all swimming pool permit and inspection fees as provided for in Appendix "A" attached hereto.

SECTION 8: DEPOSITS

Deposits for all utility service accounts shall be collected in full from a customer before service commences in accordance with the rates set forth in Appendix "A" attached hereto.

SECTION 9: COMMERCIAL CONNECTOR REVIEW FEE

All commercial connectors must submit detailed construction plans plus a review fee as set forth in Appendix "A" attached hereto. The District's engineer shall review the plans to determine if the plans are in compliance with the District's Plumbing Code (Appendix "B"), and the cost of such review will be charged against the review fee. Any unused portion of the review fee will be returned to such customer; any overrun will be billed to the customer. Construction shall not begin until the engineer has reviewed the subject plans and certified to the District that the plans are in compliance with this Order and the Plumbing Code, and such is approved by the District.

SECTION 10: FINE FOR DAMAGING OR DESTROYING DISTRICT PROPERTY AND FOR VIOLATION OF THIS ORDER OR THE DISTRICT'S PLUMBING CODE

In addition to the rules and regulations elsewhere stated in this Order and the District's Plumbing Code, it shall be a violation of the District's Rules and subject to the penalty set forth below to intentionally, recklessly, or knowingly damage or destroy the tangible property of the District, including but not limited to the District water and sewer service lines. Examples of such damage or destruction subject to this prohibition includes, but is not limited to, digging or boring through such lines while laying cables or otherwise. The penalty for each and any violation of this Order or the District's Plumbing Code, including but not limited to any unauthorized water or sewer connection to the District's system or damage or destruction of District property, including said lines, shall be a fine not to exceed \$5,000 for each violation. Each day a violation continues shall be deemed a separate offense. Publication of the legal notice of this Order shall constitute constructive notice to all persons.

SECTION 11: MAINTENANCE AND REPAIR

By accepting service from the District each person connecting to the District's water or sewer lines agrees to maintain the connection line from the point of connection to the District's water and sewer system. Should any such line not be properly maintained, the District, after reasonable notice, shall have the right to enter upon the subject property, repair or replace such line, and invoice the cost of the repairs or work done to the person connecting to the District's water or sewer system.

SECTION 12: WATER AND SEWER RATES

- 12.1 Charges for water and sewer service shall be billed monthly. Water bills shall be based on water meter readings, except for water supplied to common community property, including esplanades and parks and excluding schools, which shall be billed based on estimated consumption. All bills shall be in compliance with the rate schedule set forth in Appendix "A" hereto, which rates the District Board of Directors may periodically review and amend as authorized by Section 49.212, Texas Water Code.
- 12.2 All bills shall be due and payable on the 20th day after the date of the statement for such charge. Unless payment is received on or before the twenty-first day after the date of such statement, such account shall be considered delinquent and a penalty of fifteen percent of the unpaid balance shall be assessed against such account. During construction of any unit to be served by the District, bills based on monthly meter readings will be sent to the property owner as reflected in the deed records of Harris County, Texas.
- 12.3 Each unit of a multi-family residential building shall be deemed a house for purposes of this section and shall be charged for water at the same rate as a house, such charges shall be billed to the property owner regardless of the number of meters involved or the number of units of occupancy within the building, subject to the provisions of Section 3 of this Order authorizing one master meter per. building for multi-family and multi-business buildings.
- 12.4 Water and sewer rates for customers located outside the District's boundaries shall be quadruple the standard rates for service within the District due to the fact that property outside the District is not subject to the District's ad valorem tax. In addition, the District may contract with other public agencies to provide regional waste disposal facilities.

SECTION 13: DISCONNECTION

Failure to pay all charges when due or violation of any provision of this Order may be deemed by the District as a breach of the contract for water and sewer service hereunder and the District may, in its sole and absolute discretion, disconnect service until any such breach is remedied to the satisfaction of the District. Prior to disconnection, the District shall notify the customer of the alleged breach, the proposed termination date, and shall advise the customer that if there is an error in the District's determination, that the customer can so notify the District so that such termination order may be timely rescinded if indeed it is found that there is an error in the District's determination. Once the notification of delinquency is

mailed, all payments from customers shall be paid by cash or money order only, and it shall be so stated in the notification. Checks will not be accepted as payment and will be returned to the customer. The following fees will be connected with the following actions related to disconnection/termination of service:

Termination/Disconnection due to non-payment	\$35.00
Reconnect	\$35.00
Meter Removal	\$60.00
Meter Reinstall	\$60.00
Customer Requested Turn Off/Turn On	\$35/\$35
Returned Check/Payment Reversal	\$30.00
Transfer Fee	\$20.00
Meter Tampering	\$150.00
After-hours Service Charge	\$60.00
Delinquency Notices	\$20.00
Confidentiality Letters (If customer opts in)	\$20.00

SECTION 14: COLLECTION, WRITE-OFF, AND FINAL BILLINGS

When service to a District customer has been terminated due to such customer's moving from or otherwise vacating such residence or place of business, and a final billing for such service has been rendered, and said final billing has been outstanding and unpaid for 90 days, then said final billing shall be deemed uncollectible and the Board of Directors of the District shall determine whether such delinquent final billing shall be submitted to a responsible agent for collection.

SECTION 15: EASEMENTS

- 15.1 Access Easements. Before service is begun to any user, or, before any re-connection is made the person requesting such service or re-connection shall be deemed to have granted and hereby grants an easement of free ingress and egress to and from the subject meter for purposes of maintenance and repair as the District, in its sole and absolute judgement, may deem necessary.
- 15.2 Sanitary Control Easement for District Water Wells. To prevent contamination of the District's water supply, the following activities are prohibited within a 150 foot radius of the District's water wells-
 1. construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drainfields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across land within a 150-foot radius of the District's water wells.
 2. Tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a 50-foot radius of the District's wells.

3. The construction of homes or buildings is allowed in the controlled area, provided, however, that all underground petrochemical storage tanks, stock, pens, feed lots, privies, tile or concrete sanitation sewers, cesspools, septic tanks, storm sewers, septic tank drainfields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon, or across the controlled area are specifically prohibited within the designated distances.
4. To the extent otherwise authorized by law, normal farming and ranching operations are permitted within the controlled area, except that livestock shall not be allowed within 50 feet of the District's wells.

SECTION 16: PLUMBING CODE

The District hereby adopts in its entirety the Plumbing Code as set forth in Appendix "B" hereto.

SECTION 17: NO FREE SERVICE

No free service shall be granted any customer for services furnished by the District's water and sewer system, whether such user be a charitable or eleemosynary institution, a political subdivision or agency of any governmental unit or municipal corporation, and all charges and fees for water and sewer service shall be made in accordance with the requirements of this Order.

SECTION 18: RETURNED CHECKS

A charge as set forth in Section 13: Disconnection shall be made on all returned checks related to any issue contained in this Rate Order.

SECTION 19: SUPERSEDING ORDER

This Order supersedes all prior orders, resolutions and other actions of the Board concerning fees and charges for water and sewer services and shall be effective as of May 1, 2022.

SECTION 20: COMPLIANCE WITH TEXAS OPEN MEETINGS ACT

The Board officially finds, determines, and declares that this Order was adopted at a duly called regular meeting of the Board and that a sufficient written notice of the date, hour, place, and subject of this meeting was posted at a place readily accessible and convenient to the public within the District and on a bulletin board located at a place convenient to the public in the Harris County Courthouse for the time required by law preceding this meeting, as required by the Open Meetings Law and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter hereof has been discussed, considered, and acted upon. The Board further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 21: PUBLICATION OF NOTICE OF THIS ORDER

The Secretary of the Board shall cause notice of this Order to be published in compliance with Section 54.207, Texas Water Code, as applicable.

Passed, Adopted, Ordered, and Approved, this 25th day of April, 2022.

WEST MEMORIAL MUNICIPAL UTILITY
DISTRICT
/s/Kenneth Cryar
President, Board of Directors

ATTEST:

/s/Elena Vanderloo
Assistant Secretary, Board of Directors



APPENDIX "A"
FEES, RATES, AND CHARGES

SECTION 1: TAP FEES

Water Tap Fees

Single Family Residential Users: Prior to the connection of a Single-Family Residential User to the District's water system with a water meter, the following tap fees shall be paid to the District to cover the cost of making said connection and the cost of materials:

Meter Size	Tap Fee
5/8"x3/4"	\$1,000.00
1"	\$1,500.00

Non-Single Family Residential Users: Prior to the connection of a Non-Single Family Residential User to the District's water system with a water meter, the following tap fees shall be paid to the District to cover the cost of making said connection and the cost of materials:

Cost plus 200%.

Larger than 1" meter: Prior to the connection of a Larger than 1" meter to the District's water system with a water meter, the following tap fees shall be paid to the District to cover the cost of making said connection and the cost of materials:

Cost plus 200%

Commercial taps: \$0.06 per gross square foot of tract area to be served, plus the cost of labor and material to perform the tap, provided no tap fee shall (i) exceed three times the actual and reasonable costs to the District for the construction, installation, or inspection of the tap, including all necessary service lines and meters, or (ii) if made to a nontaxable entity, does not exceed the actual costs to the District for such work and for all facilities that are necessary to provide District services as provided in Section 49.212, Texas Water Code.

Sewer Tap Fees

Non-Taxable Sewer Tap Fee: Prior to the connection of a Non-Taxable User to the District's sewer system with a sewer meter, the following tap fee shall be paid to the District to cover the cost of making said connection and the cost of materials: the cost shall not exceed the actual costs to the District for such work and for all facilities that are necessary to provide District services as provided by Section 49.212, Texas Water Code.

Non-Single Family Residential Users: Prior to the connection of a Non-Single Family

Residential User to the District's sewer system with a sewer meter, the following tap fee shall be paid to the District to cover the cost of making said connection and the cost of materials: the cost shall not exceed 200% of the actual costs to the District for such work and for all facilities that are necessary to provide District services.

Residential Users: Prior to the connection of a Residential User to the District's sewer system with a sewer meter, the following tap fee shall be paid to the District to cover the cost of making said connection and the cost of materials: the cost shall not exceed 200% of the actual costs to the District for such work and for all facilities that are necessary to provide District services plus the actual costs to the District for such work and for all facilities that are necessary to provide District services.

Non-typical Sewer Tap Fee: Prior to the connection of a Non-Typical User to the District's sewer system with a sewer meter, the following tap fee shall be paid to the District to cover the cost of making said connection and the cost of materials: the cost shall not exceed 200% of the actual costs to the District for such work and for all facilities that are necessary to provide District services plus the actual costs to the District for such work and for all facilities that are necessary to provide District services.

SECTION 2: SEWER INSPECTION FEES

Inspection Of New Connections: The Sewer Inspection Fee shall be \$60.00 per diameter inch of each lateral to be connected to the District's sewer system.

Sewer Grease Trap Inspections: For each inspection or reinspection, there shall be a fee charged of \$75.00.

SECTION 3: SWIMMING POOL CONSTRUCTION PERMITS

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 \$75.00. 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 to verify that the proper connection is made, before service is authorized for said swimming pool.

SECTION 4: DEPOSITS

Non-interest bearing deposits for utility service accounts are as follows:

House connections: \$90.00, or three times the estimated monthly charge, whichever is greater

Commercial connections and multi-family: \$120.00 or three times the estimated monthly charge, whichever is greater

Temporary water use deposit: During construction a builder may use water from a flushing valve only after paying a \$50 installation fee and a \$750 deposit to the District's operator for installation of a temporary meter and fire hydrant wrench. The deposit will be returned after the builder completes all construction and satisfies all out-standing billings. The deposit described herein may be applied by the District to the cost of water usage at the District's commercial rates (see Section 11; herein) by a builder or a builder's agent and the cost of repair of any damage to the hydrant, temporary meter and/or wrench caused by a builder or a builder's agent.

SECTION 5: COMMERCIAL CONNECTOR REVIEW FEE

The commercial connector review fee shall be \$1,000.

SECTION 6: WATER AND SEWER RATES

In addition to the water service fees set forth below, invoices to District water service customers will contain a line item showing a pass-through of the West Harris County Regional Water Authority ("WHCRWA") pumpage fee. The WHCRWA pumpage fee is expected to increase annually. All future increases in the WHCRWA pumpage fee will be passed through directly to the District customers in the format described above. A 10% markup on the WHCRWA fee will be billed to customers, to help offset the cost to the District for water that is produced but not accounted for. This will promote water conservation and will allow the District to continue to provide its customers with utility service at a fair and reasonable rate and at the same time meet the financial obligations of the District.

WATER RATES

Residential:

First 15,000 gallons (per unit)	- \$10.00 (minimum rate per unit)
15,001-25,000 gallons	- \$1.50 per 1,000 gallons
25,001-35,000 gallons	- \$1.75 per 1,000 gallons
35,001 and over gallons	- \$2.50 per 1,000 gallons

Commercial:

First 15,000 gallons (per unit) - \$14.00 (minimum rate per unit)
15,001-25,000 gallons - \$1.50 per 1,000 gallons
25,001-35,000 gallons - \$1.75 per 1,000 gallons
35,001 and over gallons - \$2.50 per 1,000 gallons

Common Community Property:

\$0.25 per 1,000 gallons used as estimated by the Board of Directors

SEWER RATES

Single Family Homes: \$12.50 per month (flat rate)

Commercial: First 10,000 gallons - \$14.00 (minimum rate per unit)
of water consumption

Each 1,000 gallons thereafter - \$2.25 per 1,000 gallons of water

If a commercial unit uses considerably more District water than it discharges into the District's sewer collection system, then that business unit may request a hearing before the District's Board of Directors to determine what portion of the water consumed in excess of 12,000 gallons per month should be used to determine the monthly sewer bill for that business unit.

The Board may make a determination of what portion of the water consumed in excess of 12,000 gallons per month shall be used to determine the monthly sewer bill for that business unit. The Board may amend its allocation from time to time as change in circumstances may merit.

Multi-Family Buildings:

Each unit in a multi-family building shall be considered a house and each unit shall be billed at a flat rate of \$8.50 per month per unit, said charges to be billed to the property owner. A multi-family building will begin paying for sewer service when completed and ready for occupancy.

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PLUMBING CODE**

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APPENDIX "B"
Rules and Regulations
Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections

The following Amended and Restated Rules and Regulations Governing Water and Sanitary Sewer Facilities, Service Lines, and Connections (the "Rules and Regulations") shall govern the design, installation and inspection of all connections and taps made to West Memorial Municipal Utility District's water distribution system and sanitary sewer collection system, the limitations of the flow of waste into the sanitary sewer system, protection of all facilities which are part of the District's waterworks and sanitary sewer system, and the enforcement of these Rules and Regulations.

SECTION I: GENERAL REQUIREMENTS

Definitions.

1. Customer is any person, partnership, corporation, non-profit corporation, trust or other legal entity responsible for paying for water and/ or sewer services provided through the District's System to any Connection owned or occupied by such person, partnership, corporation, non-profit corporation, trust or legal entity.
2. District is West Memorial Municipal Utility District of Harris County, Texas, a political subdivision of the State of Texas.
3. Engineer is the person, company or corporation which is under contract with the District to design the District's Water Supply System and Sanitary Sewer Collection System and performs any additional services as set forth in the contract with the District.
4. High Health Hazard is a cross-connection, potential cross-connection, or any other situation involving any substance that can cause death, illness, spread of disease, or that has a high possibility of causing such effects if introduced into the District's Water Supply System and the health hazards reflected on Tables 4-1 and 4-2 of the American Water Works Association(" AWWA") Manual M14.
5. Operator is the person, company or corporation which is under contract with the District to operate the District's Water Supply System and Sanitary Sewer Collection System, collect amounts owed to the District for such services, report monthly to the District on the operations of the District's Water Supply System and Sanitary Sewer Collection System and perform any additional services as set forth in the contract with the District.
6. Rate Order shall mean the District's Order Adopting Amended Consolidated Rate Order and 'Rules and Regulations; Establishing Policy Regulating Water Use During Emergencies; Establishing a Wastewater Control Order; and Providing Penalties for Violation Thereof which may be amended from time to time.

7. Sanitary Sewer Collection System constitutes the underground sanitary sewer lines owned or leased and operated by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, clean outs, stacks, tees, and wyes located within the publicly dedicated utility easements owned or leased and operated by the District. This system is maintained by the District.

8. Sanitary Sewer Service Line is any line from a residential dwelling or commercial building which connects with the District's Sanitary Sewer Collection System, including any grease traps or other facilities constructed to prevent nondomestic waste from being introduced into the District's Sanitary Sewer Collection System. This service line is owned and maintained by the property owner of the residential dwelling or commercial building.

9. Sewer Tap is the physical connection between the Sanitary Sewer Service Line and the District's Sanitary Sewer Collection System.

10. Sewer Tap Inspection is the inspection performed by the District's Operator to assure that the proper materials and connections to the Sanitary Sewer Collection System have been accomplished in accordance with these Rules and Regulations.

11. State Approved Plumbing Code is a set of rules governing plumbing practices which are at least as stringent and comprehensive as one of the following nationally recognized codes:

- a. Southern Standard Plumbing Code.
- b. Uniform Plumbing Code.
- c. National Standard Plumbing Code.

12. Tap Fee is the fee paid to the District to obtain a water meter and sewer inspection for any dwelling and/ or commercial structure. The amount of the Tap Fee shall be established in the District's Rate Order may be modified or changed at any time.

13. Utility Easement is an interest in land, granted by dedication, to public utility entities, including the District, to install and maintain utilities across, over, or under private land together with the right to enter thereon with machinery, other vehicles and personnel necessary for the maintenance, repair or construction of said utilities.

14. Water Supply System is composed of all water lines, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, and meter boxes located within public rights of way or easements owned or leased and operated by the District. This system is maintained by the District.

15. Water Meter is the recording device that registers the amounts of water delivered by the District to a Customer of the District. This meter is owned and maintained by the District.

16. Water Service Line is any line from a residential dwelling or commercial building, which connects to the District's Water Supply System. This service line is owned and maintained by the property owner of the residential dwelling or commercial structure.

17. Water Tap is the physical connection of any Water Service Line to the District's Water Supply System. Such connection will be made only by the District's Operator.

Section 1.01. Adoption of Plumbing Code.

The District hereby adopts the District's Plumbing Code Chapter 6 of the Uniform Plumbing Code entitled "Water Supply and Distribution" and the six (6) plumbing restrictions set forth in Section 3.04D hereof.

SECTION 1.02. PLATTING REQUIREMENT

No connection shall be made to the District's Water Supply System or Sanitary Sewer Collection System unless the tract, parcel, or lot of land to be served by such connection:

- A. was first connected to the District's Water Supply System or Sanitary Sewer Collection System prior to September 1, 1987, or
- B. is part of an area covered by a development plat duly approved and recorded pursuant to Sections 212.0115 and 212.012 of the Local Government Code, as amended, or
- C. is not required to be platted and written certification to that effect, in accordance with Section 212.0115(e) has been presented to the District's Operator.

SECTION 1.03. APPROVAL OF PLANS AND SPECIFICATIONS

Prior to any connection to the District's Water Supply System or Sanitary Sewer Collection System, the plans and specifications for the sanitary Sewer Service Line and the Water Service Line must be submitted to the District's Engineer for review and approval. Upon the Engineer's Review and approval, the plans and specifications shall then be submitted to the District's Operator for review and approval. The cost of the review and approval of the plans and specification by the District's Engineer and Operator shall be paid by the Customer.

Section 2. Water Connections

SECTION 2.01 Water Tap Materials. Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including residential Water Taps and commercial Water Taps:

1. Any meter approved by the City of Houston;
2. Brass curb stops, corporation stops, and related fittings manufactured by Ford, Hays or Mueller;
3. Polyethylene water service pipe, 3 / 4" to 2";
4. Ductile iron or polyvinylchloride (PVC) (C900) water service pipe, larger than 2";
5. Water main pipe of the type originally installed;
6. Plastic meter box up to 2" meter;
7. Concrete meter box, where traffic use is specified; and
8. Concrete meter vault per City of Houston specifications for 3" and larger meter.

SECTION 2.02 Plumbing Material Prohibitions.

A. Prohibited Materials. The use of the following materials is prohibited for the installation and repair of the District's Water Supply System and for the installation and repair of any private plumbing facilities after June 13, 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.
3. any concrete sanitary sewer pipe either for a sanitary sewer lead or sanitary sewer collection line.
4. any asbestos cement water line pipe.

This prohibition may be waived by the District's Operator for lead joints that are necessary for repairs to cast iron pipe.

SECTION 2.03 Installation.

1. An Application for Service, a copy of which is attached hereto as Exhibit "A," must be filed with the District's Operator. The Customer must pay to the District's Operator all Tap Fees, inspection fees and deposits, as described in the District's Rate Order.
2. All Water Taps to the District's Water Supply System shall be installed only by the District's Operator.
3. The District's Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, with the meter box being located in the easement adjacent to

the property line and with two (2) meters per box, where appropriate.

4. The District's Operator shall be responsible for all repairs to the Water Taps.

5. After installation of the Water Tap, connection of the Water Service Line shall be made at the expense of the Customer. (Note: This line shall be tested for leaks since all water recorded through the meter will be charged to the Customer).

6. After connection to the District's Water Supply System, the Water Service Line should be thoroughly flushed as to prevent foreign matter from entering the household system.

SECTION 2.04 Customer Service Inspection Certifications.

A. A Customer Service Inspection Certification, as described in Exhibit "C" attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction, or addition to private plumbing facilities. Prior to the District initiating continuous service, a Customer shall provide a Customer Service Inspection Certification to the District. The Customer Service Inspection Certification may only be performed by those individuals described in Subsection B of this Section 2.04 For Customer Service Inspection Certifications of a Commercial connection performed by the District's Operator, the Customer must pay the District the Customer Service Inspection Fee prior to the Operator performing the inspection and certification. Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District's Operator and made available, upon request, for Texas Commission on Environmental Quality ("TCEQ") review. Inspection certifications shall be retained for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 2.04 shall constitute a violation of these Rules and Regulations and such violation shall be subject to the enforcement provisions set forth in Section 10 hereof.

B. Individuals with the following credentials shall be recognized as capable of conducting a Customer Service Inspection Certification:

1. Plumbing Inspectors and Water Supply Protection Specialists licensed by the Texas State Board of Plumbing Examiners; and

2. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold an endorsement granted by the TCEQ or its designated agent.

C. Private plumbing facilities in violation of Section 3 hereof shall constitute an unacceptable plumbing practice and violation of these Rules and Regulations. If an unacceptable plumbing

practice is discovered, the Customer shall eliminate the unacceptable plumbing practice within thirty (30) days from the date of discovery to prevent possible contamination of the District's Water Supply System.

The existence of a serious threat to the integrity of the District's Water Supply System shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken, and a Customer Service Inspection Certification confirming correction of unacceptable plumbing practices has been submitted to the District.

D. The Customer Service Inspection Certification shall certify that:

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's 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 regulations.
2. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
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.
4. No pipe or pipe fitting which contains more than a weighted average of 0.25% lead exists in private plumbing facilities installed on or after June 13, 1994.
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after June 13, 1994.
6. No new or replacement plumbing fixture is installed which is not in compliance with a State Approved Plumbing Code.

SECTION 2.05 Prohibited Connections.

A. No water connection from the District's Water Supply System shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention assemblies shall be required at the meter in the form of a backflow prevention assembly (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.

B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of non-potable usage over which the District does

not have sanitary control, unless the said connection is made in accordance with the requirements of paragraph (A) of this section. Water from such systems cannot be returned to the District's Water Supply System.

C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

SECTION 2.06 Backflow Prevention Assemblies.

A. Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator reasonably believes poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply or other such applications must incorporate a backflow prevention assembly in accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided to any new connection in the District which requires a backflow prevention assembly, unless the Customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report"), as described in Exhibit "B" attached hereto. At the request of the Customer, the District's Operator may, on behalf of the District, install the backflow prevention assembly and complete the Test Report at the Customer's cost.

B. Effective January 1, 1996, all backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. The Test Report, as described in Exhibit "B" attached hereto, shall be retained for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against High Health Hazards must also be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Assembly Tester.

C. Recognized Backflow Prevention Assembly Testers shall have completed a TCEQ approved course on cross-connection control and backflow prevention and passed an examination administered by the TCEQ or its designated agent. The accredited tester classification shall be broken down into two categories:

1. The "General Tester" is qualified to test and repair backflow prevention assemblies on any domestic, commercial, industrial or irrigation service.
2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

D. Individuals who can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National Exam, prior to the effective date of these regulations, may be recognized as accredited for the term of their current certification (not to exceed three (3) years).

E. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross-Connection Control and Hydraulic Research and/or the AWWA Manual M14. Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Assembly Testers shall have gauges tested for accuracy.

F. A Test Report must be completed by the Recognized Backflow Prevention Assembly Tester for each assembly tested. The signed and dated original must be submitted to the District's Operator for record keeping purposes.

G. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

H. The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by a State Approved Plumbing Code.

SECTION 2.07 Customer Service Agreements.

A. The District is responsible for protecting its Water Supply System from contamination or pollution which can result from unacceptable plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify Customers of the plumbing restrictions which are in place, each Customer shall be required to sign a Customer Service Agreement, as described in Exhibit "A" attached hereto, before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of a Customer Service Agreement. The District will maintain a copy of the Customer Service Agreement as long as the Customer and/ or the premises are connected to the District.

B. The Customer shall allow his/her property to be inspected for possible crossconnections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service, when there is reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic re-inspection.

D. The Customer shall correct any undesirable plumbing practice on his/her premises within ten (10) working days of receiving notification from the District.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention assembly required by the District. Copies of all testing and maintenance records shall be provided to the District.

F. If a Customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the Customer Service Agreement shall be billed to the Customer.

SECTION III: SEWER CONNECTION REQUIREMENTS

SECTION 3.01. Sanitary Sewer Service Line Installation

A. Only one Sanitary Sewer Service Line connection to the District's Sanitary Sewer Collection System is permitted for each residence or commercial building. The Sanitary Sewer Service Line shall remain fully within the boundaries of the Customer's property until the line reaches a utility easement or street right-of-way.

B. No opening in the District's Sanitary Sewer Collection System will be allowed to remain overnight or during rain.

C. All Sanitary Sewer Service Lines must be constructed to true alignment and grade. Warped and/ or sagging lines will not be permitted. Sanitary Sewer Service Lines must have continuous contact with firm trench bottom throughout their entire run. Lines placed in such manner as to increase the likelihood of being displaced during backfill will be rejected.

D. All Sanitary Sewer Service Lines should be run from wyes or stacks directly from the residence or structure without meanders or bends.

SECTION 3.02 Sanitary Sewer Service Line Materials. Only the following types of pipe and fitting materials are approved for constructing Sanitary Sewer Service Lines. Pipe and fittings in each Sanitary Sewer Service Line must consist of the following material or other material approved by the District's Engineer:

1. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling

conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.

2. Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

3. Poly vinyl chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) 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.

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

SECTION 3.03 Size and Grade of Sanitary Sewer Service Lines.

A. Minimum Sizes for Sanitary Sewer Service Lines shall be as follows:

1. Residential --- 4 inches in diameter; and
2. Commercial --- 6 inches in diameter.

B. The minimum grades for Sanitary Sewer Service Lines shall be as follows:

1. 4-inch pipe 14-inch drop per hundred feet (1.2%);
2. 6-inch pipe 8-inch drop per hundred feet (0.7%); and
3. 8-inch pipe 5-inch drop per hundred feet (0.4 %).

C. The maximum grades for Sewer 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%); and
3. 8-inch pipe --- one foot drop per hundred feet (1 %).

SECTION 3.04 Connection of Building Sewer Outlet.

A. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.

B. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sanitary Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.

C. Unless an exception is permitted by the District's Operator, existing wye and stack connections must be utilized for connection of a Sanitary Sewer Service Line to the District's Sanitary Sewer Collection System.

D. Commercial Users and Non-Taxable Users shall install a sampling well constructed to City of Houston standards and a grease trap with sampling port constructed to City of Houston standards when required by the District's Engineer and Operator.

SECTION 3.05 Fittings and Cleanouts.

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

B. Each horizontal Sanitary 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.

C. 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.

D. Cleanouts will be made with airtight mechanical plug.

SECTION 3.06 Installation of Sewer Taps and Issuance of Permits.

A. Sanitary Sewer Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) any Water Service Line (far side or near side connection). If this is not possible, a cast iron casing over the Water Service Line or some other method approved by District's Engineer and complying with the rules of the TCEQ must be installed by the Customer and shall be inspected by the District's Operator.

B. Excavation for Sewer Taps shall be water tamped in all areas within 5 feet (vertically or horizontally) of any existing sewer lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.

C. An Application for Service (a copy of which is attached as Exhibit "A") must be filed with the District's Operator prior to construction of any Sanitary Sewer Service Line, and the Tap Fee and/or Sewer Tap Inspection fee as established in the District's most current Rate Order should accompany the application. (Application forms are available from the District's Operator.) Construction of any Sanitary Sewer Service Line must not begin until the design of the Sanitary Sewer Service Line is approved by the District's Engineer and construction is authorized by the District's Operator.

D. When the Sanitary Sewer Service Line is complete, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Sanitary Sewer Service Line. Requests for inspections (or re-inspections) shall be made to the District's Operator at least twenty four (24) hours in advance of the inspection.

E. The Sewer Tap shall be made only under the supervision of the District's Operator by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be watertight. No cement grout materials are permitted. The area around the tap shall be embedded and backfilled with cement stabilizing sand.

F. Any damage to the District's facility shall be repaired promptly by the Customer under the direction of the District's Operator. Major damage will be repaired by the District's Operator at the Customer's expense.

G. Backfilling of a Sanitary Sewer Service Line trench must be accomplished within twenty-four (24) hours of inspection and approval. Backfill material shall be sand or loam, free of large lumps or clods. No debris will be permitted in the trench or backfill.

H. During inspection of the Sanitary Sewer Service Line, the District's Operator will examine all District facilities, such as manholes, valves, flush valves, and inlets on and adjacent to the lot. The connection permit will not be granted until any damage to these facilities has been repaired.

I. A connection permit will be issued after the Sewer Tap Inspection is performed and the District's Operator confirms that all requirements of these Rules and Regulations have been met.

J. Connection permits which are rejected for any deficiency shall be promptly corrected and a re-inspection requested. A re-inspection fee as set forth in the District's Rate Order shall be paid at the time the re-inspection is requested.

SECTION IV: WATER CONNECTION REQUIREMENTS

SECTION 4.01. WATER TAP MATERIALS

Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including residential Water Taps and commercial Water Taps:

- A. Any meter approved by the City of Houston;
- B. Brass curb stops, corp stops, and related fittings manufactured by Ford, Hays or Muller;
- C. Polyethylene water service pipe, 3/4" to 2";

- D. Cast iron or vinyl iron (C-900) water service pipe, larger than 2";
- E. Water main pipe of the type originally installed;
- F. Plastic meter box up to 2" meter;
- G. Concrete meter box, where traffic use is specified; and
- H. Concrete meter vault per City of Houston specifications for 3" and larger meter.

SECTION 4.02. PLUMBING MATERIALS PROHIBITIONS

- A. Prohibited Materials. The use of the following materials are prohibited for the installation and repair of the District's Water Supply System; and for the installation and repair of any private plumbing facilities:
 - 1. any pipe or pipe fitting which contains more than 8.0% lead; and
 - 2. any solder or flux which contains more than 0.2% lead.

This prohibition may be waived for lead joints that are necessary for repairs to cast iron pipe.

- 3. Certificate of Compliance. Except for temporary service for construction purposes, no new connections to the District's Water Supply System shall be made unless a state licensed plumber first submits in writing to the District a Certificate of Compliance, as set forth in Exhibit "I" attached hereto, specifying that the new connection complies with the plumbing materials prohibition contained in Section 3.02(A) hereof. The Certificate of Compliance shall be signed by the licensed plumber and submitted to the District after the plumbing is installed. Permanent service will not commence until the Certificate of Compliance is provided. Temporary service will be terminated if the Certificate of Compliance is not provided in a timely fashion.

SECTION 4.03. INSTALLATION

- A. Prior to the installation of a Water Tap, a customer must make proper application with the District; must pay to the District all Tap Fees, inspection

fees and deposits. as described in the District's Rate Order, and must obtain approval of the District's Engineer of the design of the Water Service Lines and Sanitary Sewer Service Lines.

- B. All Water Taps to the District's Water Supply System shall be installed only by the District's Operator.
- C. The District's operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, with the meter box being located in the easement adjacent to the property line and with two meters per box, where necessary.
- D. The District's Operator shall be responsible for all repairs to Water Taps.
- E. After installation of the Water Tap, connection of the Water Service Line shall be made at the expense of the customer. (Note: This line shall be tested for leaks since all water recorded through the meter will be charged to the customer.)
- F. After connection to the District's Water Supply System, the Water Service Line should be thoroughly flushed as to prevent foreign matter from entering the household system.

SECTION 4.04. CUSTOMER SERVICE INSPECTION CERTIFICATIONS

- A. A Customer Service Inspection Certification, as described in Exhibit "2" attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction, or addition to private plumbing facilities. Prior to the District initiating service, a customer shall provide a Customer Service Inspection Certification to the District. At the request of the customer, the District's Operator may perform and complete the Customer Service Inspection Certification, the cost of which shall be paid by the customer, in the following amounts:

Pre-site/Pre-Facility:	\$50.00
Slab/Before Slab	\$50.00
Wall/Prior to Sheet Rock	\$50.00
Fixture:	\$75.00
Final Plumbing/Final Site	\$75.00
Existing Residential Construction/Commercial	Hourly expense + Materials
Inspected by Others	Hourly expense + Materials

Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District and made available, upon request, for Texas Commission on Environmental Quality ("TCEQ") review. Inspection Certifications shall be retained for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 3.04 shall constitute a violation of these Rules and Regulations and such violation shall be subject to the enforcement provisions set forth in Article IX hereof.

- B. Individuals with the following credentials shall be recognized as capable of conducting a Customer Service Inspection Certification:
- i. Plumbing Inspectors and Water Supply Protection Specialists licensed by the Texas State Board of Plumbing Examiners; and
 - ii. Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold an endorsement granted by the TCEQ or its designated agent.
- C. Private plumbing facilities in violation of Article III hereof, shall constitute an unacceptable plumbing practice and violation of these Rules and Regulations. If an unacceptable plumbing practice is discovered, the customer shall promptly eliminate the unacceptable plumbing practice to prevent possible contamination of the District's Water Supply System. The existence of a serious threat to the integrity of the District's Water Supply System shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or until sufficient additional safeguards have been taken.
- D. The Customer Service Inspection Certification shall certify that:
- i. 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's 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 regulations.

- ii. No cross-connection between the District's Water Supply System and a private water source exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
- iii. 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.
- iv. No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities. installed on or after July 1, 1988.
- v. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
- vi. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

SECTION 4.05. PROHIBITED CONNECTIONS.

- A. No water connection from the District's Water Supply System shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health.
- B. No water connection from the District's Water Supply System shall be made to any condensing, cooling, or industrial process or any other system of nonpotable usage over which the District does not have sanitary control, unless the said connection is made in accordance with the requirements of paragraph (A) of this section. Water from such systems cannot be returned to the District's Water Supply System.
- C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

SECTION 4.06. BACKFLOW PREVENTION ASSEMBLIES.

- A. Backflow prevention assemblies shall be installed on any connection which poses a High Health Hazard and any other connection which the District or the District's Operator reasonably believe poses a threat to the District's Water Supply System. Water service provided for lawn sprinklers, swimming pool supply, reflection pool supply, or other such applications must incorporate a backflow prevention assembly approved by the District's Operator for the particular designated use. No permanent water service will be provided or continued to any connection in the District which requires a backflow prevention assembly, unless the customer provides the District with a Backflow Prevention Assembly Test and Maintenance Report (the "Test Report"), as described in Exhibit "3" attached hereto. At the request of the customer, the District's Operator may install the backflow prevention assembly and complete the Test Report at the customer's cost.

- B. Effective January 1, 1996, all backflow prevention assemblies shall be tested upon installation by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications. The Test Report, as described in Exhibit "3" attached hereto, shall be retained for a minimum of three (3) years. The District shall provide these records to the TCEQ for inspection upon request. Backflow prevention assemblies which are installed to provide protection against High Health Hazards must also be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Device Tester.

- C. Recognized Backflow Prevention Device Testers shall have completed a TCEQ approved course on cross-connection control and backflow prevention and pass an examination administered by the TCEQ or its designated agent. The accredited tester classification shall be broken down into two categories:
 - 1. The "General Tester" is qualified to test and repair backflow prevention assemblies on any domestic, commercial, industrial or irrigation service.

 - 2. The "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

- D. Individuals that can show proof of completion of a course and passage of an exam based on the ABPA or ASSE National exam, prior to the effective date of these regulations, may be recognized as accredited for the term of their current certification (not to exceed three (3) years).
- E. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross-Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross-Connection Control (Manual M-14). Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Device Testers shall have gauges tested for accuracy.
- F. A Test Report must be completed by the Recognized Backflow Prevention Assembly Tester for each assembly tested. The signed and dated original must be submitted to the District for record keeping purposes.
- G. Repairs to backflow prevention assemblies shall be performed by authorized individuals as recognized by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.
- H. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.
- I. Backflow Prevention Assemblies shall be inspected annually at a cost to the user in the amount of \$135.00

SECTION 3.07. CUSTOMER SERVICE AGREEMENTS.

- A. The District is responsible for protecting its Water Supply System from contamination or pollution which can result from improper plumbing practices. To this end, the District has adopted plumbing restrictions to provide protection to the District's Water Supply System. To notify customers of plumbing restrictions which are in place, each customer shall be required to sign a Customer Service Agreement, as described in Exhibit "4" attached hereto, before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of a Customer Service Agreement.

The District will maintain a copy of the Customer Service Agreement as long as the customer and/or premises is connected to the District.

- B. The customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection,
- D. The customer shall immediately correct any undesirable plumbing practice on his/her premises.
- E. The customer shall, at his 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. If a customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the Customer Service Agreement shall be billed to the customer.

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**CERTIFICATE OF COMPLIANCE WITH PROHIBITION
ON USE OF SPECIFIED MATERIALS IN CONNECTIONS TO MUNICIPAL
UTILITY DISTRICT WATER SYSTEM**

I, _____ (Name of Plumber), a duly licensed plumber in the State of Texas, hereby certify that the connection(s) referenced immediately below at _____ (Address) complies in full with the "Prohibition of Use of Specified Materials" provision contained in the Amended and Restated Rules and Regulations for **WEST MEMORIAL MUNICIPAL UTILITY DISTRICT**. Specifically, each and every pipe and pipe fitting used for the new construction contains less than 8.0% lead. Further, any and all solder or flux used in the improvement contains less than 0.2% lead. These determinations have been made under my direction and supervision. I am aware that there are significant penalties for false certification, including the possibility of fine.

Signature

Printed Name

Company Name

Date

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.

Name of District: WEST MEMORIAL MUNICIPAL UTILITY DISTRICT

PWS I.D. #: 170073

Location of Service: _____

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

TYPE OF ASSEMBLY

- Reduced Pressure Principle Pressure Vacuum Breaker
- Double Check Valve Atmosphere Vacuum Breaker

Manufacturer: _____ Size: _____

Model Number: _____ Location: _____

Serial Number: _____

	Reduced Pressure Principle Assembly		Pressure Vacuum Breaker		
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1 st Check	2 nd 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: _____

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SERVICE INSPECTION CERTIFICATION

Public Water Supply: WEST MEMORIAL MUNICIPAL UTILITY DISTRICT

PWS I.D. # 1700073

Location of Service: _____

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

- (1) No direct 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 state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.

COMPLIANCE

NON-COMPLIANCE

- (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.

COMPLIANCE

NON-COMPLIANCE

- (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.

COMPLIANCE

NON-COMPLIANCE

- (4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.

COMPLIANCE

NON-COMPLIANCE

- (5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.

COMPLIANCE

NON-COMPLIANCE

- (6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

COMPLIANCE

NON-COMPLIANCE

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

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

Service Lines Lead Copper PVC Other

Solder Lead Lead Free Solvent Free Other

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Date

Type of Registration

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WEST MEMORIAL MUNICIPAL UTILITY DISTRICT SERVICE: AGREEMENT SERVICE AGREEMENT

I. **PURPOSE.** The Water District is responsible for protecting the drinking water supply from contamination Or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Water District will begin service. After January 1, 1996, when service to an existing connection has been suspended or terminated, the Water District will not reestablish service unless it has a signed copy of this agreement.

II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State Law.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Water District and the Customer.

A. The water system will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.

B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water District or its designed agent prior to initiating new water service; when there is reason to believe that cross-connection or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water District office's normal business hours.

C. The Water District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.

D. The customer shall immediately correct any unacceptable plumbing practice on his premises.

E. The Customer shall, at his 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 Water District.

IV. ENFORCEMENT. If the customer fails to comply with the terms of the Service Agreement, the Water District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

DATE _____

ACCT. NO. _____

CUSTOMER SIGNATURE

ADDRESS _____

CUSTOMER NAME PRINTED