

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

WHEREAS, Spring Creek Utility District (the "District") has constructed and is in the process of expanding a water, sewer, and storm drainage system to provide service to residential and commercial establishments within the District (the "System"); and

WHEREAS, it is necessary that fees, charges, and conditions be established for service from the District's System; and

WHEREAS, the District has been asked by the State Legislature to adopt and implement a program of water conservation aimed at reducing the consumption of water, reducing the loss or waste of water and improving efficiency in the use of water; and

WHEREAS, it is the District's intent to establish rates for service from the District's System that will encourage sound management of the District's water usage and conservation practices by Users within the District; and

WHEREAS, the escalating rates for increased water usage herein adopted by the District are intended to promote conservation and efficient management of the District's water resources; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF SPRING CREEK UTILITY DISTRICT THAT:

ARTICLE I
General Provisions

Section 1.1: Definitions. The following words or phrases shall have the meanings indicated below:

- A) "Application for Residential Utility Service" shall mean the required form executed by all Consumers consenting to the terms of the Customer Service Agreement in the form attached hereto as "Exhibit A", which provides details regarding terms of water service between the District and the Consumer.

- B) "Commercial Consumers" shall mean office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering offering a product for sale to the public; apartments; churches; schools; and any and all establishments not generally considered a single-family residence.

- C) "Community Consumer" shall mean those consumers which, through the procedures described in Section 2.13 of this Order, the District shall determine are not commercial or residential; but which represent characteristics of community benefit. Community Consumers shall include, but shall not be limited to, homeowner associations.
- D) "Consumer", if used separately from the definitions of a), b), and c) above, shall mean any customer of the District receiving any type of service.
- E) "Delinquent bill" shall mean a bill for water and/or sewer service which has not been paid after the date of the bill for the preceding month's service. All bills shall be due and payable on the 15th day of the month in which the statement for such charge is made.
- F) "Nontaxable Entity" shall mean an entity which is exempt from ad valorem taxation under Chapter 11, Texas Tax Code, as amended.
- G) "Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the plants and lines of the District's system.
- H) "Out-of-District Customer" shall mean a Consumer whose property being served is located outside the boundaries of the District.
- I) "Separate connection" shall mean each residential unit occupied by a separate family or person, including separate apartments within a single building, and each business unit occupied by a separate, business, including separate establishments within a single building.
- J) "Residential connection" shall mean and include any single family residence, townhouse, or multiplex (other than apartments), when such is separately metered; and shall also mean sprinklers when separately metered and when located at a single family residence.
- K) "Residential Consumers" shall mean and include any single family residence customer.
- L) "Separate connection" shall mean each residential unit occupied by a separate family or person, including separate apartments within a single building, and each business unit occupied by a separate, business, including separate establishments within a single building.
- M) "Service Provider" shall mean any company that has entered into a contract, either written or oral, with the District to provide services to the District.

- N) "Solid Waste" shall mean ordinary household solid waste, including limbs, leaves and grass clippings.
- O) "Solid Waste Contractor" shall mean the firm and its employees with which the District contracts and may contract for the solid waste collection and disposal program in the District.
- P) "Storm Sewer Users" shall mean all users of the District's storm sewer system as further defined in Section 7.2 B).
- Q) "System" as used herein shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.
- R) "Unacceptable plumbing practices" shall mean practices not accepted by or which are in violation of the Southern Standard Plumbing Code, the Uniform Plumbing Code or the National Standard Plumbing Code.
- S) "Unauthorized Usage" shall mean the intentional or unintentional receiving of water and/or sewer service from the District without making prior application, as required herein; or the reestablishment of water or sewer service by someone other than a duly authorized District representative.
- T) "Waste" shall mean only substances, as a part of wastewater discharged, that are amenable to biological treatment. No Consumer shall be permitted to discharge any waste or other substances, or any wastewater containing same, into the District's system, which is/are not amenable to biological treatment.
- U) "Waste Collection and Disposal Services" shall mean the sewer service and residential solid waste collection and disposal service provided by the District.

Section 1.2: Consumers not Entitled to Specify Quantity or Pressure of Water. Water Consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that District is only to furnish a connection with its water system and is in no case to be liable for failure or refusal to furnish water or any particular amount or pressure of water.

Section 1.3: Water Connections Generally. No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock, or other fixture connected with the service-water pipe.

Section 1.4: Unauthorized Practices.

- A) Potable water-supply piping, water discharge outlets, backflow-prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.
- B) The Operator or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to inspect individual water facilities prior to providing service and periodically thereafter to prevent possible cross-connections between the potable water system and any non-potable water. All water Consumers shall allow their property to be inspected for possible cross-connections and other Unacceptable Plumbing Practices. The District shall notify the Consumer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during an initial inspection or any periodic re-inspection. The Consumer shall immediately correct any unacceptable plumbing practice on its premises.
- C) Continuous efforts shall be made by the District to locate unauthorized connections or taps, possible interconnections between privately owned water systems and the public water system, and other Unacceptable Plumbing Practices. As Unacceptable Plumbing Practices are located, they shall be eliminated so as to prevent possible contamination of the water supplied by the District.
- D) The District shall consider the existence of a health hazard as identified in 30 Texas Administrative Code § 290.47 (i), or other serious threat to the integrity of the water supplied by the District, to be sufficient grounds for immediate termination of water service to Consumers who may be vulnerable to possible water supply contamination. If terminated under such circumstances, water service shall be restored by the District when it determines that such health hazard or other source of potential contamination no longer exists, or when the health hazard or other contamination source has been isolated from the District's water supply system in accordance with 30 Texas Administrative Code § 290.44 (h). The District is not required to follow the provisions of Section 2.3 when terminating water service under this Section 1.4 (D).
- E) The District may invoke the procedure described in Section 2.3 of this Order to discontinue water service to a Consumer in the event such Consumer either (1) refuses to permit an inspection pursuant to this Section, or (2) fails, within a reasonable time after receiving written notice issued by the Board, to correct or remove any unauthorized connection, tap, plumbing or other condition found to be contributing to or causing contamination of the District's water supply.
- F) All tampering with District meters; taps or other District facilities, Unauthorized Usage of water or sewer service, and illegal discharges into the District's sanitary or storm sewer systems are prohibited. In addition to any of the foregoing, the District may bill

and collect from any Consumer who violates the terms of this section any costs or expenses incurred by the District as a result of such violation. Any fees or penalties assessed pursuant to this section shall be in addition to the fees required for the restoration of service.

Section 1.5: Plumbing Restrictions. The following Unacceptable Plumbing Practices are prohibited by state regulations and the District:

- A) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C) No connection which allows water to be returned to the public drinking water supply is permitted.
- D) No pipe or pipe fitting which contains more than 0.25% lead, or such other minimum standard as may be established by the EPA or TCEQ, 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, or such other minimum standard as may be established by the EPA or TCEQ, can be used for the installation or repair of plumbing at any connection which provides water for human use.
- F) No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.
- G) To ensure that neither cross-connections nor other Unacceptable Plumbing Practices are permitted, each new Consumer and each Consumer whose service has been suspended or terminated and is proposed for reconnection must sign a copy of the Customer Service Agreement attached hereto as Exhibit "A" prior to commencement of service by the District.
- H) To promote water conservation and to minimize water loss from service line leaks, all commercial or residential service connections must include a line valve to be located immediately beyond the service connection to the District's meter. The Consumer's line valve is to be installed directly after the tail piece provided by the District (and must be inspected by the Operator).

Section 1.6: Plumbing Material Restrictions; Service Inspection Certifications. No new connections to the District's water system shall be made unless (a) a customer service inspection has

been made by a qualified inspector and (b) a Customer Service Inspection Certification in the form attached hereto as "Exhibit B" has been completed and submitted to the District. Such an inspection and certification also shall be required at any existing service location when the District has reason to believe that cross-connections or other Unacceptable Plumbing Practices exist, or after any material improvement, correction or addition to the private plumbing facilities. The District shall recognize only the individuals specified in 30 Texas Administrative Code §290.46(j)(1) as capable of conducting customer service inspection certifications, and shall retain copies of properly completed certifications on file for a minimum of ten (10) years. Commercial Consumers shall be charged the \$150.00 for each customer service inspection. Residential Consumer shall be charged \$75.00 for each customer service inspection. If a customer service inspection is made at the District's direction because the District has reason to believe that Unacceptable Plumbing Practices exist, the Consumer shall not be charged for the inspection unless Unacceptable Plumbing Practices are found. Customer service inspection certifications for new construction shall be submitted to the District before continuous service to the connection is provided, preferably at the same time that the tap fee is paid, and the District shall not transfer the account from the builder to the initial occupant until it has received the certificate. Certifications for inspections in all other instances (when the District has reason to believe Unacceptable Plumbing Practices exist or after a material change to private plumbing facilities has been made) shall be submitted to the District no later than ten (10) days after the inspection has been completed.

Section 1.7: Backflow prevention devices.

- A) In the event that the District, in its sole discretion, requires a Consumer to install a backflow prevention device in order to prevent possible contamination of the District's water supply, the Consumer shall, at its own expense, properly install, test and maintain according to Commission rules such backflow prevention device, and shall provide all testing and maintenance records to the District. If the Consumer fails to comply with the requirements of this Section, the District may, at its option, either terminate service in accordance with the provisions of Section 2.3 of this Order, or, the District may properly install, test and maintain such backflow prevention device and bill the Consumer all expenses relating thereto.

- B) All backflow prevention assemblies that are required according to 30 Texas Administrative Code §§ 290.44 (h) and 290.47 (i) shall be tested upon installation by a recognized backflow prevention assembly tester and shall be certified to be operating within specifications. Further, backflow prevention assemblies installed to provide protection against health hazards as defined in 30 Texas Administrative Code § 290.38 must be tested and certified at least annually by a recognized backflow prevention assembly tester. If tested by the Operator, the District shall charge the Consumer the District's actual costs incurred for each backflow prevention assembly tested. For each assembly tested, a signed and dated original Test Report in the form attached hereto as "Exhibit C" must be completed by the recognized backflow prevention assembly tester and submitted to the District.

- C) The District must retain for a minimum of three (3) years such test reports and maintenance records submitted to it under subsections A) and B) of this section.

Section 1.8: Plumbing Code. The District hereby adopts by reference as the District's plumbing code the Uniform Plumbing Code, a nationally recognized set of rules governing plumbing practices.

Section 1.9: Monitoring Plan. No new connections to the District's water system shall be made unless (i) a customer service inspection has been made by a qualified inspector and (ii) a Customer Service Inspection Certification in the form attached hereto as "Exhibit B"

- A) Legal Authority and Purpose. The District shall implement a chemical and microbiological monitoring plan (the "Monitoring Plan") in accordance with the requirements of 30 Texas Administrative Code, Chapter 290, Subchapter F, Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Supply Systems, effective September 13, 2001 ("Subchapter F"), the federal Safe Drinking Water Act, 42 United States Code § 300f et. seq.; and the Primary Drinking Water Regulations promulgated by the United States Environmental Protection Agency.
- B) Monitoring Plan.
 - (1) The District's operator is authorized and directed to prepare and carry out the Monitoring Plan as required by the applicable rules and regulations of the Texas Commission on Environmental Quality ("Commission") or any successor governmental agency thereof.
 - (2) In accordance with 30 Texas Administrative Code §290.121(b), the Monitoring Plan shall identify all sampling locations, describe the sampling frequency, and specify the analytical procedures and laboratories that the District will use to comply with the monitoring requirements of Subchapter F.
 - (3) The Operator shall maintain a copy of the current Monitoring Plan at each treatment plant and at a central location and shall update the Monitoring Plan in accordance with the rules of the Commission.
 - (4) Public water systems such as the District that treat groundwater that is not under the direct influence of surface water or that purchase treated water from a wholesaler must submit a copy of their Monitoring Plan to the Commission's public drinking water program upon the request of the Commission's Executive Director. Failure to maintain an up-to-date Monitoring Plan is a monitoring violation.

Section 1.10: Sanitary Sewer Cleanout Caps. The District requires that each connection have a sanitary sewer cleanout cap which is kept in proper working condition, and which does not allow

stormwater or other debris to infiltrate into the wastewater collection system of the District. Any connection which is found to have an improperly working cleanout cap may be subject to the termination procedures listed in Section 2.3 herein, after notice by the District and opportunity for the Consumer to repair the defective cleanout cap.

Section 1.11: Facility Inspections. The District requires that each connection have a sanitary sewer cleanout cap which is kept in proper working condition, and which does not allow stormwater or other debris to infiltrate into the wastewater collection system of the District. Any connection which is found to have an improperly working cleanout cap may be subject to the termination procedures listed in Section 2.3 herein, after notice by the District and opportunity for the Consumer to repair the defective cleanout cap.

- A) Prior to starting any construction or improvement on a lot or tract in the District, the builder shall contact the Operator to arrange an inspection ("Pre-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement will be built. At the time of the Pre-Construction Inspection, if any District facility has been damaged or cannot be located, the Operator will make necessary repairs to or locate such facilities at the expense of the District. A copy of the Pre-Construction Inspection report will be given to the builder. After the Pre-Construction Inspection has been performed and any necessary work has been completed, the builder will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the inspections described below. The fee for a Pre-Construction Inspection described in this section shall be \$50.00.
- B) After construction has been completed on the lot or tract, but before service is transferred to or initiated for a Consumer, the Operator will conduct an inspection ("Post-Construction Inspection") to verify the location and condition of District facilities on and in the vicinity of the lot or tract on which the construction or improvement has been built. The builder will be held responsible for any damages or adjustments to or relocations of District facilities found to be necessary as a result of the Post-Construction Inspection and shall pay the cost of repairing, adjusting or relocating the facilities before service will be transferred to or initiated for a Consumer. The Operator may conduct any re-inspections as necessary to ensure that the District's facilities are repaired, adjusted or relocated and the builder shall pay the fee for any such re-inspections before service will be transferred to or initiated for a Consumer. The District may withhold service to the lot or tract or to other property owned by any builder who has failed to pay the District for any other repairs, adjustments, relocations or re-inspection fees, including specifically the provision of additional taps to such builder. The fee for a Post-Construction Inspection described in this section shall be \$50.00.
- C) The total fee for the Pre-Construction and Post-Construction Inspections described in Section 1.11 (A) and (B) shall be \$100.00, which payment is due at the time the tap

fee is paid. If any re-inspections are required, a fee of \$50.00 shall be paid for each such re-inspection, and must be paid at the time the re-inspection is requested.

Section 1.12: Commercial Wastewater Inspection. The District shall perform regular sampling and testing of wastewater discharged by any and all Commercial Consumer's in the District. The District shall perform sampling and testing at a minimum of once per month and shall increase the frequency of the testing at its sole discretion. A charge of \$150 shall be made to each Commercial Consumer for performance of monthly sampling and testing. If the District determines that any additional sampling or testing should be performed, the Commercial Consumer shall be charged for the actual costs incurred by the District in performance of the sampling and testing.

ARTICLE II

Commencement and Termination of Service

Section 2.1: Connection to District's System. Each structure within the District may be connected to the system of the District as soon as the District has made available to such structure plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and to the sewer system at the time sewer service becomes available.

Section 2.2: Termination of Service Upon Request of Consumer. Whenever a Consumer of District water temporarily or permanently abandons the structure being served and no longer wishes to be furnished with water, if he notifies the District's operator during business hours a charge of \$35.00 shall be made for discontinuing and a charge of \$35.00 for restoring water service where such service is discontinued or restored at the request of the Consumer and he is not delinquent in the payment of any bill at the time of either request. If the Consumer makes the request after business hours the charge is \$70.00.

Section 2.3: Termination of Service Upon Initiative of District.

- A) The District may terminate utility service to a tract or Consumer:
- (1) at any time after a Consumer's bill becomes delinquent as defined in Subsection 1.1(E) above;
 - (2) upon the occurrence of an event described in Subsections 1.4(E) or 1.7(A) of this Order;
 - (3) to prevent or discontinue conduct which interferes with the orderly provision of utility service by the District or the implementation of any provision or requirement of this Order; or

- (4) to abate any condition in connection with the District's facilities which in the opinion of the Board is harmful to the health, safety or welfare of District Consumers or the public.
 - (5) If Consumer renders a payment for a delinquent bill as defined by Section 1.1(E) in the form of a check and the check is returned due to insufficient funds, termination shall be immediate without further notification. Payment of all fees and charges including the returned check fee and any current bill due shall be paid by cash, cashier's check or money order prior to restoration of service.
- B) Adjustment of bill by designated representative:
- (1) The District's designated representative for purposes of this Section is the District's operator.
 - (2) The designated representative is authorized to receive and consider Consumer objections and to make adjustments in a Consumer's billing to correct clerical errors or other billing irregularities.
 - (3) The designated representative is not required to make an adjustment in any particular case; any Consumer objection received pursuant to this Section and not adjusted by the designated representative to the satisfaction of the Consumer shall be referred for a hearing in a meeting of the board of directors.
- C) Hearing before board of directors:
- (1) In the event a Consumer objection is referred to the board of directors, the termination of service shall be held in abeyance until further order of the board of directors.
 - (2) The Consumer shall be given notice by the operators of the District of the time, date, and place of the meeting at which the board of directors will consider the Consumer objection.
 - (3) At such meeting, the board of directors shall consider all matters set forth by the Consumer and take such action, including termination of service, as it deems advisable.
- D) If a Consumer has service terminated under this Section, the Consumer must pay the delinquency, and fees or charges incurred due to delinquency, and any current bill due on the account to have service restored.

- E) A charge of \$15.00 shall be made to any Consumer who receives a letter notice from the District's operator, for a late bill notice, any other violation of the rate order, or for collection of delinquent taxes.
- F) A charge of \$20.00 shall be made to any Consumer who receives door hanger notice from the District's operator, for a late bill notice, any other violation of this rate order, or for collection of delinquent taxes.
- G) A charge of \$50.00, together with any delinquent bills, shall be paid by a Consumer in advance of restoration of service when service has been terminated pursuant to this Section. A charge of \$100.00 together with any delinquent bills, shall be paid by a Consumer in advance of restoration of service in order to reinstall the meter when service has been terminated by the removal of same. Additionally, restoration of service may require an additional deposit under Section 2.9 of this Order.
- H) In the event a Consumer's water service has been terminated pursuant to this Section 2.3, and the District or its designated representative thereafter discovers that the water supply to the connection has been:
 - (1) diverted from passing through the meter; or
 - (2) prevented from being correctly registered by the meter; or
 - (3) activated by any device installed to obtain water without a metering device,

the District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer plus a damage fee of \$50.00, and, pursuant to Section 8.1 below, and to impose a penalty.

Section 2.4: Application for Installation of Water Meter with two-inch or Less Connection. Every person desiring the installation of a water meter with a connection of two inches or less shall be required to sign and execute an application for installing a meter before the District will make such installation. The installation of water meters with connections of more than two inches shall be covered by separate agreements.

Section 2.5: Request for Residential Waste Collection and Disposal Service. Every person requesting residential waste collection and disposal service from the District shall so notify the District's operator. After the notification, the person requesting said service shall have a plumber make the tap on the District's sewer line. After the tap has been completed, the applicant shall notify the District's operator, who shall make an inspection of the tap before service is commenced.

Section 2.6: Request for Commercial Waste Collection and Disposal Service. Every person requesting sewer service as a commercial or other non-residential Consumer from the District shall so notify the District's operator. After the notification, the person requesting said service shall have

a plumber make the tap on the District's sewer line. After the tap has been completed, the applicant shall notify the District's operator, who shall make an inspection of the tap before service is commenced.

Section 2.7: Application for water service. All persons desiring water service from the District shall make application for such service to the District's operator prior to initiation of water service to a tract or lot in the District. Each water Consumer shall provide the District's operator with the name of the person(s) responsible for the account, and the current mailing address at which such person(s) will receive bills from the District; a statement of whether the responsible party is an owner or renter if the application is for a single family residence; as well as such additional information as the District shall require. The District may terminate water service at any time to any tract or plat to which water service has been initiated or renewed in violation of this Section. A Nonrefundable fee of \$25.00 will be charged to process the application at the time such application is submitted.

Section 2.8: Deposit to Secure Payment. The District's operator is hereby given authority to require persons requesting residential water and/or waste collection and disposal service from the District to post a deposit with the District of \$100.00 for each connection of an owner-occupied single-family residential user and \$200 for each renter-occupied single-family residential user. Persons requesting non-residential water and/or sewer service shall be required to post a deposit with the Operator of three (3) times the projected average monthly usage which is to be estimated by the District's Operator. Such deposit is solely to secure the payment of charges established by this order. Upon termination of service, the District shall apply the deposit on hand to the unpaid service charges of the Consumer, and the excess, if any, will be paid to the Consumer. No interest will be paid by the District on such deposit.

Section 2.9: Additional Deposits. The District's operator is hereby given authority to require persons whose service has been terminated pursuant to Section 2.3 hereof, to post an additional deposit with the District of \$25.00 each time that service is terminated. Such deposit is solely to secure the payment of charges established by this Order. Such deposit is in addition to all other deposits and charges set forth herein for delinquent utility bills, and must be paid prior to restoration of service.

Section 2.10: Builder Deposit. A onetime deposit of \$1,000.00 shall be charged to builders to secure payment of bills and back charges for all of that builder's homes within the District. In the event the District must draw down all or part of the builder's deposit to pay the builder's bills, the district may withhold further taps or service to the builder's homes until the builder's deposit is replenished to its original \$1,000.00 level.

Section 2.11: Billing Procedure.

- A) Payment shall be due on or before the fifteenth (15th) day of the month and will be considered paid on time if received before the fifteenth (15th day) of the current month. After such day, a late charge penalty of ten percent (10%) of the total bill shall automatically be added plus a \$5.00 charge for the notice given to the Consumer.

- B) Any Consumer one (1) month delinquent in payment shall be sent a notice in the next following month's billing that the service will be disconnected. A second notice to District of the impending disconnection of water service will be mailed or a door tag will be hung five (5) days prior to the date the service is to be disconnected, unless payment in full is received in hand by the Operator prior to such notice being given. If service is disconnected, it shall be reinstated to District Consumer only upon payment in full of all amounts due, including any late charges, a reconnect fee of \$50.00 and an additional \$25.00 security deposit.

Section 2.12: Charge for Returned Checks. The District shall charge a fee equal to the maximum fee allowed under Texas law for each check issued by a Consumer for payment of a water and/or waste collection and disposal bill which is returned to the District due to insufficient funds.

Section 2.13: Community Consumers. Every consumer requesting service from the District under the community consumer classification shall so notify the District. The District will review the request and determine whether the consumer falls within the community consumer classification. A consumer found by the District to be a "community consumer" shall so notify the District's operator. For each designated community consumer, the charges for connections to the District's water distribution system, sewer tap inspection fees, tap charges, and any or all other charges not mentioned herein or hereafter shall be established by separate order or agreement, but shall in no way be less than a reasonable amount based on the District's cost and the community benefit involved.

ARTICLE III Tap Charges

Section 3.1: Residential Water Tap Charges.

- A) Residential water taps fees shall be received by the District before any connection is initially made to the District's water and sewer system. Residential: shall mean single family homes only. 3/4" x 5/8" tap standard \$1,800.00; 3/4" x 5/8" tap electronic meter \$2,139.50; 1" tap standard \$2,200.00; 1" tap electronic meter \$2,649.50.
- B) All tap charges shown above shall be paid when application for the tap or connection is made, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.2: Residential Sewer Tap Inspection Fee. After the completion of a sewer tap as provided in Section 2.6, and the inspection thereof by the District's operator, the person requesting such sewer tap shall pay an inspection fee of \$40.00 per sewer tap.

Section 3.3: Commercial Water and Sewer Tap Charges.

- A) A charge shall be made for every commercial tap or connection to the District's water, sanitary sewer or drainage facilities (other than a tap or connection for a Consumer which is a Nontaxable entity which shall be governed by 3.3 (B) below) as follows: actual and reasonable costs to the District for construction, and installation of the tap or connection to District water and sanitary sewer facilities, including all necessary service lines and meters, plus 200% of the aforementioned costs.
- B) The following charge shall be made for every tap or connection to the District's water, sanitary sewer or drainage facilities by a Consumer which is a Nontaxable Entity: actual costs to the District for construction, installation and inspection of the tap or connection to the water, sanitary sewer or drainage facilities, including all necessary service lines and meters. In addition' the District may charge to any Consumer which is a Nontaxable Entity either (i) an amount not to exceed the costs for all facilities that are necessary to provide District services to such Nontaxable Entity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District; or (ii) actual and reasonable costs to the District for construction, installation and inspection of the tap or connection to District water and sanitary sewer facilities, including all necessary service lines and meters, plus 200% of the aforementioned costs. The selection of the calculation of the tap fee for the Nontaxable Entity shall be at the District's sole discretion.
- C) A deposit in the amount of the estimated costs of construction, installation and inspection of the tap or connection shall be paid when application for the tap or connection is made. The balance of the tap charges in Sections 3.3 (A) or (B) above, as appropriate, shall be paid prior to commencement of service at the tap or connection, and the request for service shall be held in abeyance until such charges have been paid.

Section 3.4: Commercial Sewer Tap Inspection Fee. After the completion of a commercial sewer tap as provided in Section 3.3, and the inspection thereof by the District's operator, the person requesting such commercial sewer tap shall pay an inspection fee of \$175.00 per sewer tap.

ARTICLE IV
Rates for Service

Section 4.1: Monthly Rates for Residential Water Service.

- A) The following rates per month shall be charged for water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein:

For first 3,000 gallons of water used	\$12.00
For 3,001 to 6,000 gallons	1.50/1,000 gallons

For 6,001 to 10,000 gallons	\$2.50/1,000 gallons
For 10,001 to 20,000 gallons	\$3.50/1,000 gallons
Over 20,001 gallons	\$6.00/1,000 gallons

The minimum monthly charge shall be \$12.00 for which 3,000 gallons of water may be used. Until a meter is installed, the minimum amount shall be charged each month.

B) The rates for apartment projects shall be:

For first 6,000 gallons of water used	\$14.00
For 6,001 to 13,000 gallons	\$2.00/1,000 gallons
For 13,001 to 20,000 gallons	\$2.50/1,000 gallons
Over 20,000 gallons	\$6.00/1,000 gallons

Section 4.2: Monthly Rates for Commercial Water Service.

A) The following rates per month shall be charged for water service furnished by the District to Commercial Consumers through meters to each separate connection:

For first 3,000 gallons of water used	\$40.00
For 3,001 to 6,000 gallons	\$3.00/1,000 gallons
For 6,001 to 10,000 gallons	\$5.00/1,000 gallons
For 10,001 to 20,000 gallons	\$7.00/1,000 gallons
Over 20,001 gallons	\$13.00/1,000 gallons

Section 4.3: Monthly Rate for Residential Waste Collection and Disposal Service.

A) The following rates per month shall be charged for waste collection and disposal service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

For first 10,000 gallons of water used	\$37.50
Over 10,000 gallons	\$1.75/1,000 gallons

Section 4.4: Monthly Rate for Commercial Waste Service.

A) The following rates per month shall be charged for waste service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

For first 10,000 gallons of water used	\$75.00
Over 10,000 gallons	\$3.25/1,000 gallons

The minimum monthly charge shall be based on the size of the meter used by the Consumer.

Section 4.5: Monthly Rates to Builders for Water and Sewer Service to Unoccupied Residences.

During construction and prior to initial occupancy, rates charged to builders herein for water service to unoccupied residences connected to the District's system will be \$36.00 per month.

Section 4.6: No Reduced Rates or Free Service.

All Consumers receiving either water or waste collection and disposal service, or both, 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 such Consumer.

Section 4.7: Penalty for Failure to Pay Bill Before Delinquent. A charge of 10% of the amount of the Consumer's bill shall be added thereto when such bill has become delinquent as "delinquent" is defined in Subsection 1.1(E) of this order.

Section 4.8: Regulatory Assessment.

The District shall assess and collect from each Consumer that receives retail water and/or waste collection and disposal service from the District a regulatory assessment equal to 0.5% of the District's charges for such water and/or waste collection and disposal service. The District shall list the regulatory-assessments a-separate item on Consumer-utility bills, assessed and collected pursuant to this Order for utility bills rendered on or after September 1, 1991. The District shall remit such regulatory assessments to the Texas Commission on Environmental Quality in the manner required by law.

Section 4.9: Lone Star Groundwater Conservation District.

All metered Consumers shall be billed, in addition to the water rates set forth above, an amount equal to the then current Lone Star Groundwater Conservation District charge per thousand gallons of water delivered to such user in a billing cycle, plus an additional fifteen (15%) percent. Such additional charge is intended to offset charges imposed upon the District by the Lone Star Groundwater Conservation District.

Section 4.10: San Jacinto River Authority.

Pursuant to the terms of a Contract for Groundwater Reduction Planning, Alternative Water Supply and Related Goods and Services within the District, the San Jacinto River Authority (SJRA) assesses a fee to the District for each 1,000 gallons of groundwater withdrawn by the District. Each Consumer of the District, whether builder, single family residential, non-single family residential, multi-plex, apartment, nontaxable, commercial or any other type of user, shall be charged, in addition to the water rates set forth above, a separate amount for each 1,000 gallons of water delivered to such user in a billing cycle equal to the then prevailing fee for groundwater pumpage charged by the SJRA in its Rate Order, plus an additional fifteen (15%) percent.

Section 4.11: Monthly Rates for Out-of-District Water and Sewer Service.

The following rates per month shall be charged for Out-of-District Customers' water and sewer service furnished by the District through water meters to each separate connection: the monthly water and sewer service rate for a commercial connection times two (water/sewer rate x2).

Section 4.12. Additional Fee for Out-of-District Customers. In addition to the water and sewer rates set forth above, an additional monthly fee shall be paid by any Out-of-District Customer, excluding non-taxable entities, in the amount of one-twelfth (1/12) of the property tax valuation of the property as shown by the records of the Montgomery Central Appraisal District for the previous year, multiplied by the tax rate of the District applicable for such year. The monthly fee shall be adjusted on the first day of November of each year to reflect the previous year's valuation and tax rate. In the event that the property owner contests the valuation of the property before the Montgomery Central Appraisal District, and the final determination is not made until after November 1 of the year following the year to which the valuation is applicable, the District shall refund to the Out-of-District Customer any amounts which the Out-of-District Customer has overpaid because of the excess valuation. Nothing herein contained, however, shall impose any duty of the District to furnish or to continue to furnish water or sewer service to any commercial or industrial Out-of-District Customers.

ARTICLE V
Meters

Section 5.1: Title, Tampering, Maintenance, Setting.

- A) Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District.
- B) No person other than a duly authorized agent of the District shall open the meter box, tamper with or in any way interfere with the meter, meter box, service line, or other water and/or sewer System appurtenance. The District reserves the right to immediately and without notice remove the meter or disconnect water service to any Consumer whose meter has been tampered with, to assess repair charges to such Consumer plus a damage fee of \$50.00, and, pursuant to Section 7.1 below, to impose a penalty.
- C) The District shall maintain, repair and replace all meters and appurtenances in connection therewith at its cost.
- D) All meters shall be set by employees or agents of the District.

Section 5.2: Meters and Boxes to be Free from Rubbish and Obstructions. After a meter has been set, the Consumer shall at all times keep the space occupied by the water and the box free from rubbish or obstructions of any kind.

ARTICLE VI
Grease Traps

Section 6.1: Requirements for Grease Traps.

- A) Any commercial Consumer serving or preparing food, or any other Consumer responsible for discharges containing grease or waste containing grease in excessive amounts, or oil, sand, flammable waste or other harmful ingredients shall install and maintain an approved 1,500 gallon minimum grease trap and corresponding sampling well.
- B) Any Consumer responsible for discharges requiring a grease trap and sampling well shall, at his own expense, construct and install such grease trap and sampling well to include equipment and facilities of a design type and design capacity approved by the District's operator. Such Consumer shall install the grease trap and sampling well in a manner that provides easy access for cleaning and inspection and shall maintain the grease trap and sampling well in effective operating condition continuously thereafter.
- C) A Consumer who does not disclose the developing business shall be responsible, at his own expense, to construct a minimum 1,500 gallon grease trap, as described above.
- D) Upon the effective date of this order, any person who is responsible for a discharge for which a grease trap is required pursuant to this order and who does not have an approved grease trap in place shall have 120 days after the effective date within which to construct and install the required grease trap and secure necessary approvals pursuant to this order.
- E) The operator or other duly authorized representative of the District shall be authorized to conduct periodic inspections of all grease traps within the District that are subject to this order at a cost to the Consumer of \$50.00 per inspection to ensure that grease traps are being maintained in effective operating condition.

ARTICLE VII
Enforcement

Section 7.1: Penalties. Pursuant to the authority granted by §§ 49.004 and 54.205, Texas Water Code, as amended, it is hereby declared and ordered that the Board may levy reasonable civil penalties, payable to the District, for the breach or violation of any requirement or rule herein stated, which penalties shall not exceed the jurisdiction of a justice court as provided in § 27.031, Texas, Gov't Code, currently, up to \$10,000.00, for each violation or each day of a continuing violation. The District may bring an action to recover the penalty in a court in the county where the violation occurred. Such penalties shall be in addition to any other penalties provided by the laws of the State of Texas. Further, in any suit to enforce its rules, the District shall seek to recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. Notice of the rules and penalties set forth herein shall be published once a week for two (2) consecutive weeks in one or more newspapers with general circulation in the area in which the District is located.

Section 7.2: Storm Sewer. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, maintained, owns, and operates the internal drainage ditches, detention ponds, and the storm sewer system. Pursuant to Title 40, Part 122 of the Code of Federal Regulations, the District adheres to the storm water regulatory provisions, as referenced in the National Pollutant Discharge Elimination System ("NPDES") and Sections 318, 402, 405 of the Clean Water Act. The District is regulated by the Texas Pollutant Discharge Elimination System ("TPDES") through General Permit No. TXR11574-001 (the "General Permit"). The General Permit upholds all federal regulations through the implementation of the Storm Water Management Program ("SWMP"). The TCEQ monitors the Best Management Practices ("BMPs") outlined in the SWMP to ensure the District adequately administers all program elements and prevents illicit discharges from entering into the Municipal Separate Storm Sewer System ("MS4").

- A) Illicit Discharge. The use of the District's storm sewer system is solely limited to storm water. No unauthorized materials such as liquids, solids, grass or yard clippings, trash, construction materials, oils, or grease shall be introduced into the District's storm sewer system. Only runoff entirely composed of storm water or certain allowable non-storm water shall be discharged into the storm sewer system. The following non-storm water sources may be discharged into the storm sewer system:
- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
 - (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
 - (3) discharges from potable water sources;
 - (4) diverted stream flows;
 - (5) rising ground waters and springs;
 - (6) uncontaminated ground water infiltration;
 - (7) uncontaminated pumped ground water;
 - (8) foundation and footing drains;
 - (9) air conditioning condensation;
 - (10) water from crawl space pumps;

- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges;
- (14) street wash water;
- (15) discharges or flows from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40CFR§122.26(d)(2)(iv)(B)(l);
- (17) non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) or the TPDES Construction General Permit;
- (18) other similar occasional incidental non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

B) Detection and Elimination. Upon reasonable request, all users of the District's storm sewer system ("Storm Sewer Users") shall allow their property and/or the property under their control to be inspected by the District's consultants during normal business hours for possible illicit connections to the District's storm sewer system and other unacceptable discharges to the District's storm sewer system which violate this Rate Order. The District's consultants may perform random testing and/or inspections when the District has reason to believe that an illicit connection to the District's storm sewer system exists or that an illicit discharge to the District's storm sewer system is occurring. The District will determine through the inspection if the illicit discharge may pose a serious threat to the integrity of the District's storm sewer system. A Notice of Violation will be issued to the Storm Sewer Users responsible for the illicit discharge. Anyone who disposes unauthorized materials prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, or that might potentially impede the free flow of storm water runoff to the drainage facilities or the District's rights-of-way or easements will be responsible for (1) removing such unauthorized materials and restoring the drainage facilities to their prior condition, or (2) reimbursing the District for all costs of the removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may assess a penalty against the violation or disconnect the user's service to collect such penalty for such violation under Section 12 of this Rate Order.

C) Failure to Comply; Penalty for Violation. It shall be a violation of this Rate Order to introduce unauthorized materials into the District's storm sewer system, or to damage the District's storm sewer system in any manner. Property owners are responsible for adequately maintaining the storm water structural controls they own and operate, while ensuring unauthorized materials do not enter into the District's storm sewer system. The District reserves the right to assess such penalties, as provided in this Rate Order to any person, corporation, or other entity which makes such unauthorized use of, or causes any damage to, the District's storm sewer system. The failure of a Storm Sewer Users to comply with the requirements of this Section will be considered a violation of this Rate Order and will subject the Storm Sewer User to penalties as outlined below:

- (a) Notice of Violation for Illicit Discharge to District Facilities: Up to \$10,000 Fine per incident*
- (b) Termination of Service, or, at the Storm Sewer User's sole cost and expense, address and correct the illicit connection or unacceptable discharge, if the District determines the existence of a serious threat to the integrity of the District's waters**

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

**If the District terminates service in order to preserve the integrity of the District's waters, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken and all fines/penalties have been resolved. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

ARTICLE VIII Miscellaneous

Section 9.1: Savings. If any word, phrase, clause, sentence, section or provision of this Order or the application thereof to any person or circumstance shall ever be held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Order shall nevertheless be valid, and the Board declares that this Order would have been adopted without such invalid or unconstitutional word, phrase, sentence, section or provision.

Section 9.2: Use of Personal Contact Information. The District may be in possession of its Consumers' personal contact information including telephone numbers, email addresses, and mailing addresses provided by Consumers. Any such personal contact information may be used by the District and/or its Service Providers to communicate with Consumers regarding emergencies or other necessary notifications. Consumers' information will not be shared with any third parties for any purpose other than relaying District-specific and relevant information regarding data, public safety and other important notifications only to the extent necessary. Consumers are required to

sign an Application for Residential Utility Service, and, as such, do acknowledge and consent to the receipt of such notifications. Consumers may receive notifications by the District and/or its Service Providers via telephone, SMS (text message), email or regular mail. The District and/or its Service Providers are not responsible for any costs that may be incurred by the Consumers upon receipt of any form of communication, i.e. data, voice, or SMS rates.

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PASSED AND ADOPTED this 16th day of May, 2022, to be effective the 1st day of June, 2022.

SPRING CREEK UTILITY DISTRICT

/s/ Claude Humbert
President, Board of Directors

ATTEST:

/s/ Frederick Sunderman
Secretary, Board of Directors



APPLICATION

APPLICATION FOR RESIDENTIAL UTILITY SERVICE

Please note all Applicants are required to sign this form before service can be activated.

*required fields

Name of Customer*: _____

Date of Birth*: _____ Account Activation Date*¹: _____

SSN/EIN: _____ Driver License/ID & State*: _____

Primary Phone*: _____ Secondary: _____

Check here if this is a mobile number

Check here if this is a mobile number

Email Address*: _____

I agree to provide my above information and understand the District may contact me via phone, text, and/or email for emergencies and other pertinent matters. Check here if you wish to opt-out

Service Address*: _____

City*: _____ State*: _____ Zip*: _____

Billing Address (if different)*: _____

City*: _____ State*: _____ Zip*: _____

Please Check One:

I own this property

(proof of ownership required)

\$100.00 (refundable) deposit

+ \$25.00 connection fee

I rent this property

(proof of lease required)

\$200.00 (refundable) deposit

+ \$25.00 connection fee

I manage this property

(Listing agreement required)

\$200.00 (refundable) deposit

+ \$25.00 connection fee

The deposit and connection fee must be paid by cash, money order, or credit card over the phone (5% processing fee will be applied) before service is rendered. NO EXCEPTIONS.

Name of Employer: _____ Employer Phone: _____

Employer Address: _____

City: _____ State: _____ Zip: _____

By signing you agree to the terms herein, the Customer Service Agreement, do grant permission for District's Operator to turn on water service at the Service Address without anyone present and understand the District will not be held responsible for consequent damage to property, and understand you are bound to the cost for all services set by and listed in the District's Rate Order. Applicant's failure to adhere to all requirements contained in the District's Rate Order may result in fines, penalties and a delay or denial of service initiation. A copy of the District's Rate Order is available upon request and on the Spring Creek Utility District website, here: www.springcreekud.org

Printed Name: _____ Date: _____

Signature: _____

WATER WILL BE TURNED ON THE NEXT BUSINESS DAY FOLLOWING ACCOUNT ACTIVATION



CUSTOMER SERVICE AGREEMENT

- I. PURPOSE.** Spring Creek Utility District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the residential connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. Spring Creek Utility District enforces these restrictions to ensure the public health and welfare. Each residential customer must sign this agreement before Spring Creek Utility District will begin service. In addition, when service to an existing residential connection has been suspended or terminated, Spring Creek Utility District will not re-establish service unless it has a signed copy of this agreement.
- II. RESTRICTIONS.** The following are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public water supply and a private water system is permitted. These potential threats to the public water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% 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 Spring Creek Utility District and the Customer.
- A. Spring Creek Utility District 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 potential contamination hazards. These inspections shall be conducted by the Spring Creek Utility District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during normal business hours of the District's authorized Operator.
 - C. Spring Creek Utility District shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by Spring Creek Utility District. Copies of all testing and maintenance records shall be provided to Spring Creek Utility District.
- IV. ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, Spring Creek Utility 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.

YOUR WATER RATES

INCLUDING SEWER & TRASH

	Type of Connection	Gallons Used	Rate
Single Family Residential	0-3,000 gallons	Up to 3,000	\$12.00
	3,001-6,000 gallons	per 1,000	\$1.50
	6,001-10,000 gallons	per 1,000	\$2.50
	10,001-20,000 gallons	per 1,000	\$3.50
	Over 20,001 gallons	per 1,000	\$6.00
Sewer Services and Trash Collection	1-10,000 gallons	Up to 10,000	\$37.50
	Over 10,000	per 1,000	\$1.75
Additional Fees	LSGWD fee	per 1,000	\$0.121
	LSGCD fee	per 1,000	\$3.14

Rates change from time to time. To view the current rate order visit www.springcreek.org/public-docs

CHECKLIST

FOR NEW CUSTOMERS

Before submitting your application, please make sure you provide the following:

- Customer Name
- Activation Date (water turned on next business day from this date)
- Service address; Billing address (if different)
- Date of Birth
- Driver's License/State ID
- Contact Number (include mobile number for Emergency Notifications by phone)
- Contact E-mail
- Deposit: Cash, Money Order, or Cashier's Check ONLY
No personal or business checks accepted unless the application indicates otherwise. Credit Card is accepted over the phone (5% Processing Fee will be applied)
- Listing Agreement*/Lease/Deed (for Property Managers/ Real Estate Agents)

Note: Water is turned on the next business day following account activation date provided on the application. All documents and deposit (if required upfront) must be in the office by 3pm for next-day service.

**if required*

Exhibit "B"

Customer Service Inspection Certification

Name of Utility District: _____

P.W.S. I.D. #: _____

Location of Service: _____

I, _____ (name of Inspector), upon inspection of the private plumbing facilities connected to the water supply system of _____, do hereby certify that, to the best of my knowledge:

Compliance
Non-Compliance
Certificate of Compliance on File

FOR DISTRICT USE ONLY

(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 codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	No cross-connection between the District's water supply system and private water system 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 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 or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988	<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, 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 Copper PVC Other
 Solder Lead Lead Free Solvent Weld Other

I recognize that this document shall become a permanent record of the water supply system of [Name of District:] _____ and that I am legally responsible for the validity of the information I have provided.

NOTE: THIS CUSTOMER 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 SERVICE RULES AND REGULATIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: _____

Registration Number: _____

Title: _____

Type of Registration: _____

Date: _____

Exhibit "C"

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for recordkeeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of Utility District: _____

P.W.S. I.D. #: _____

Location of Service: _____

The backflow prevention assembly detailed below has been tested and maintained as required by District 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"/> Dual Check Valve | <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 <input type="checkbox"/> Dual Check Valve Assembly <input type="checkbox"/>	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: _____
 Firm Address: _____

Certified Tester: _____
 Cert. Tester No.: _____
 Date: _____