AMENDED RATE ORDER AND REGULATIONS REGARDING
WATER AND SEWER LINES AND CONNECTIONS
(Adopted and effective June 7, 2018)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Harris County Municipal Utility District No. 165, Harris County, Texas (the "District"), has constructed a water, sewer and drainage system to provide service to residential and commercial establishments within the District; and

WHEREAS, this Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections shall be referred to herein as "Rate Order"; and

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

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 165 THAT:

Section 1. Definitions. The following words or phrases shall have the meanings indicated below:

A. "Single Family Residential User" - means a user of the District’s water and sewer system which consists of one residence designed for use and occupancy by a single family unit.

B. "Non-Single Family Residential User" - means any user of the District’s water and sewer system other than a Single Family Residential User including, but not limited to, commercial establishments, apartments, churches, schools, recreational facilities (except those owned by a homeowner association within the District), clubs and multi-family dwelling units.

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

D. "Irrigation-Only User" means any user of the District’s water and sewer system that is a user of the District’s system only for purposes of irrigation in public areas.
E. “Homeowner Association User” means a user that is a homeowner association within the District and which is operating a facility on behalf of District residents.

Section 2. Tap Fees.

A. Single Family Residential User Water Tap. Prior to connection to the District’s water system, a tap fee equal to two (2) times the District’s actual cost of installing the tap, meter, and necessary service lines, plus the District’s cost of repairing or restoring any yards, sidewalks, landscaping, property, streets or other improvements affected by the installation (the “Installation Costs”) shall be paid to the District to cover the cost of making said connection and the cost of providing the water meter. All connections to the District’s water system shall be made by the Operator for the District.

B. Non-Single Family Residential User Water Tap. Connections to the District’s system shall not be allowed prior to receipt by the District’s operator of (a) the District’s engineer’s letter of no objection and (b) payment of the tap fee. All water system connections shall be made by the District’s operator or its subcontractors and all sewer connections shall be inspected by the District’s operator or its subcontractors. Prior to any connection being made to the District’s water system by a Non-Single Family Residential User, such User shall:

(1) pay a tap fee equal to three (3) times the District’s actual cost of installing the tap, meter, and necessary service lines, plus the District’s cost of repairing or restoring any yards, sidewalks, landscaping, property, streets or other improvements affected by the installation (the “Installation Costs”). The District’s operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

(2) present a written request to the District stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, and describing the improvements to be constructed thereon, accompanied by schematic drawings and construction prints of the proposed connection lines and connection points to the District’s system. The District’s engineer will review the plans and note any required revisions. The engineer will then return the plans, as approved, to the User with a notation that he has no objection to the connection(s) being made to the District’s system by the District’s operator as per the approved (and if appropriate, revised) plans.
Connections to the District’s water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be inspected by the District’s operator or its subcontractor.

C. Non-Taxable Users.

(1) Non-Taxable Users shall pay a tap fee equal to the District’s actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, landscaping, property, streets or other improvements affected by the installation (as determined by the District’s operator) plus the User’s pro rata share of the District’s actual cost of the facilities necessary to provide District services to the non-taxable User that are financed or to be fully or partially financed by the District’s tax bonds (as determined by the District’s consultants and approved by the Board of Directors) (the “Installation Costs”).

(2) The District’s operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The User shall pay the estimated Installation Costs, plus 20%, prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

D. Irrigation-Only Users. Irrigation-only Users shall pay a tap fee calculated in accordance with their primary classification of user for water service only.

E. Homeowner Association Users. Connections to the District’s system shall not be allowed prior to receipt by the District’s operator of (a) the District’s engineer’s letter of no objection and (b) payment of the tap fee. All water system connections shall be made by the District’s operator or its subcontractors and all sewer connections shall be inspected by the District’s operator or its subcontractors. Prior to any connection being made to the District’s water system by a Homeowner Association User, such User shall:

(1) pay a tap fee equal to the District’s actual cost of installing the tap, meter, and necessary service lines, plus the District’s cost of repairing or restoring any yards, sidewalks, landscaping, property, streets or other improvements affected by the installation (the “Installation Costs”). The District’s operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the estimated Installation Costs prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the
User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

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

Connections to the District's water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be inspected by the District's operator or its subcontractor.

F. Sewer Connection Inspection. All connections to the District's sewer system shall be made in accordance with the provisions of the Rules and Regulations Governing Sewer House Lines and Sewer Connections. All connections to the District's sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event a sewer connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated and shall not be allowed until an approved sewer connection inspection has been performed. An inspection fee equal to the amount charged by the District's operator shall be paid to the District to cover the cost of making Single Family Residential inspections. An inspection fee equal to the amount charged by the District's operator shall be paid to the District to cover the cost of making Non-Single Family Residential inspections. An inspection fee equal to the amount charged by the District's operator shall be paid to the District to cover the cost of making a Homeowner Association User inspection. If a sewer connection fails the inspection, an additional inspection fee at the same rate is to be paid prior to reinspection.

G. Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make the facilities visible at the expense of the District. A copy of the inspection report will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey. The cost for each inspection is the amount charged by the District's operator and is payable with the tap fee.
H. Facility Inspection. Immediately upon completion of the District's operator's installation of the initial water tap and meter, the sewer connection and inspection, the operator will conduct a facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a Final Site Survey to reinspect the water tap, meter and all other District facilities on the property for a fee of $60.00. (The $60.00 fee shall be collected at the time the tap fee is paid.) The property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities and the cost of repairing, adjusting or relocating the facilities (the "Backcharges") before service shall be initiated to a User. If any re-inspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee of $60.00 shall be charged for each such re-inspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any $60.00 inspection or re-inspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay the Backcharges or any $60.00 inspection or re-inspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in Section 15 prior to withholding the provision of service.

I. Drainage System Connection. Before any non-single family residential connection is made to the District's water, sewage or drainage systems, or before any reconnection is made, the person requesting such connection shall submit to the District's engineer for review and approval the drainage plans for the property for which the connection is sought. Such plans shall clearly show the estimated volume of water and the points of connection to the District's drainage system. A copy of such approved drainage plan with the engineer's approval indicated thereon shall be submitted to the District's operator. Any modification of such drainage plan shall require reapproval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this section.

J. Grease Trap Inspection. For each grease trap installed, there shall be charged a monthly flat rate inspection fee equal to the amount charged by the District's operator. If the operator is required to reinspect the grease trap, such reinspection shall be charged at the amount charged by the District's operator.

K. Builder Responsibilities.

(1) Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street
scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the EPA.

(2) Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder’s reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

(3) Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the District’s Rate Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

(4) Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Rate Order and will subject the builder to penalties in Section 30. Further, the District, at its sole option, may perform or have performed any of the builder’s responsibilities and backcharge the builder for the cost. Failure to timely pay a Backcharge or to comply with these responsibilities will subject the builder to termination of service in accordance with Section 15 or withholding of taps in accordance with Section 2(G).

L. Temporary Service. Any person requiring temporary service for construction purposes must obtain a temporary meter from the District’s operator and pay a $50.00 meter installation/application fee and a deposit of $1,200. Upon return of the meter and related equipment in satisfactory condition, the District will refund the deposit, less any amounts due for water delivered through the meter at a rate of $1.20 per 1,000 gallons plus the applicable WHCRWA water fees described in this Order. All temporary service connections shall be made by or under the supervision of a representative of the District.

Section 3. Garbage. The District will provide garbage collection, disposal service and recycling service to all single family residential connections. There will be no separate charge for such service.
Section 4.  Platting Requirement. Prior to initially connecting to the District's water, sewer or drainage systems, a Single Family Residential User or Non-Single Family Residential User shall submit to the District’s operator proof that the User’s property has been platted in accordance with the subdivision ordinances of the City of Houston. Acceptable proof of platting includes a copy of the recorded plat, or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

Section 5.  Builder Connections. After approval of the sewer connection or water tap, whichever comes first, and prior to initial occupancy, a builder of all structures in the District shall be charged a monthly rate for water and sewer service equal to a Single Family Residential User.

Section 6.  Builder’s Deposit. Upon payment of the first tap fee the Builder shall pay a one time security deposit in the amount of $1,500.00 (which deposit shall apply to all connections of such Builder, whether one or more) (the "Builder Deposit"). The Builder Deposit is solely to secure the payment of costs to repair any District facilities damaged by the Builder or other parties during the construction of a house, building or other improvement on the applicable property ("Builder Damages"). The Builder shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

After inspection by the District’s Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Builder’s construction activities. If the Builder Deposit is not sufficient to pay such outstanding Builder Damages. If Builder is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at $1,500.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Builder shall pay to the District the amount (s) necessary to again have a $1,500.00 Builder Deposit.

The District shall refund the Builder Deposit (minus $10.00 to cover administrative expenses of the District) upon completion of the last house, building or other improvement to be constructed within the District by the Builder and final inspection by the District’s operator. No interest will be paid by the District on the Builder Deposit.

Section 7.  Water Rates for Users. within the District, except Public Space Users, shall be charged for water service from the District on a monthly basis according to the water used in accordance with the following schedule:

A.  Amount of Payment        Water Usage
$22.20 (base rate)  
(Minimum monthly charge per single family equivalent connection as determined by the District’s engineer)

$0.72 per 1,000 gallons  
0-10,000 gallons

$1.50 per 1,000 gallons  
10,001-15,000 gallons

$2.00 per 1,000 gallons  
All over 15,001 gallons

B. **West Harris County Regional Water Authority (“WHCRWA”).** Each water user within the District shall be charged a fee per 1,000 gallons of water used that equals 110% of the fee charged the District by the WHCRWA.

C. **Public Spaces.** Water service will be provided to public esplanades, lakes, recreational areas or green spaces (“Public Spaces”) within the District at a rate of $0.50 per 1,000 gallons of water usage per month. In order to promote conservation of the District’s water supply, however, Public Space users will pay an increased rate to be set by the District if the District determines that the Public Space user’s water usage is excessive, inefficient, and/or wasteful. All such Public Spaces shall be required to have meters, which shall be installed by the District’s operator. A user requesting a tap for Public Spaces shall pay a tap fee equal to the District’s cost to install the tap and meter.

Section 8. **Sewer Charges for all Users.** Users within the District shall pay a monthly sewer charge of $30.20 per equivalent single family connection as determined by the District engineer.

Section 9. **Regulatory Assessment.** Pursuant to the Texas Water Code, each user of the District’s water and sanitary sewer system is hereby assessed a charge of one-half of one percent of the District’s charge for water and sewer service. This assessment is included in the rate schedules listed.

Section 10. **Maintenance and Repair.** It shall be the responsibility of each User to maintain the water and sewer lines from the point of connection to the District’s water and sewer system to the building or house served. Leaks must be repaired within 5 days of the leak occurring. In the event the District notices any water or sewer leak at a connection and the Board of Directors determines, in the interest of public health and safety, that such leak poses a health hazard, the District shall authorize the operator to send a notice ordering repair of the leak within 5 days. If the leak is not repaired within 5 days, the account will be subject to termination of service in accordance with Section 15. The District also has the right to make the needed repairs and backcharge the account. Failure to pay billed Backcharges will result in termination of service in accordance with Section 15.

Section 11. **Monthly Billing; Termination of Service.** Charges for service shall be billed monthly. All bills shall be payable on the 20th day after mailed and shall
include a due date. Unless payment of the monthly bill is received on or before the due date or unless payment of any Backcharges is received on or before the 30th day after the date of the invoice, such account shall be considered delinquent and a one-time late charge equal to ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect service for failure to: (1) pay all charges and Backcharges, including any late charge, by the 30th day after the due date, (2) repair leaks described in Section 10 above or (3) comply with Section 12 below; provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the User or entity at the appropriate address and provide the User or entity with an opportunity to contest, explain or correct the charges, services, leak repair, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the User or entity of the amount of the delinquent payment or particular problem, the date service will be disconnected or additional service withheld if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, leak repair, violation, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be after the date of the next scheduled meeting of the Board of Directors as shown in the notice and the date for withholding additional service shall be the date of that Board meeting. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. An additional deposit of $10.00 and a fee of $15.00 shall be charged by the District for each notice of delinquency mailed to an account. A written statement by the District’s operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. If the User or entity appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the User or entity of the Board’s determination by sending written notice by United States first class mail to the User or entity at the appropriate address. If service to a User is disconnected for any cause, there shall be charged an additional deposit of $75.00 (up to a maximum of $500.00) and a reconnection fee of $40.00 before service is again commenced to such User. Payment of all such amounts under this section must be in the form of cash, cashier’s check, credit card or money order.

Any person, corporation or other entity who violates any provision of this Rate Order, in addition to being subject to the penalties described in Section 30, shall be subject to having service terminated; provided, however, that prior to disconnecting service for such violations, the District shall give written notice by first class mail or otherwise, to such person, corporation or other entity, of the pending disconnection, and shall give such person, corporation or other entity the opportunity to contest, explain or correct the violation of the Rate Order at a meeting of the Board of Directors.
of the District. Such disconnection shall be in addition to penalties that may be imposed by the District under Section 26.

In the event the District’s operator is directed by the Board of Directors to remove a User’s meter due to unauthorized connection to the District’s system an additional $80.00 shall be charged for the reinstallation of such meter.

A User whose service has been terminated and meter pulled may request same-day reinstatement of service upon payment of all outstanding charges payable in a form acceptable to the District and an additional $60.00 after hours reconnection fee. This $60.00 fee for same-day reinstatement is in addition to any other fees owed by the User. In order for same-day reinstatement to occur, all amounts owed by the User must be brought current.

Section 12. Swimming Pool Inspections and Fee. Every User who plans to construct or install a swimming pool within the District shall notify the District’s operator in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an inspection fee of $115.00. 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 13. Pressure of Water. The District agrees to use all reasonable efforts to supply to any User adequate pressure of water. The District does not and will not guarantee to any User a specific quantity or pressure of water for any purpose whatsoever. The District is required only to furnish a connection to its System and in no case shall the District be liable for the failure or refusal to furnish water or any particular amount of pressure of water; however, the District shall use reasonable efforts to supply water to all Users at an acceptable minimum pressure.


A. Sanitary Sewer Facilities. All waste discharged into the District's sanitary sewer system shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time, except as may otherwise be provided in Section 25. No person may discharge into the District's sanitary sewer system any waste which by itself or by interaction with any other waste may:

(1) Injure or interfere with the processes or physical properties or facilities of the District's sanitary sewer system;
(2) Constitute a hazard to humans or animals; or

(3) Create a hazard in receiving waters of the effluent of the sanitary sewer system.

Discharges prohibited by the foregoing parameters include, but are not limited to, materials which exert or cause: excessive discoloration or concentrations of suspended solids, or chlorine demands in excess of the ability of the sanitary sewer system to adequately treat and dispose of such waste in compliance with applicable regulatory requirements. Prohibited discharges also include, but are not limited to, the following materials which, if present in sufficient quantities, may cause or result in a violation of the foregoing parameters: ashes, cinders, sand, mud, grass clippings, straw, shavings, metal, glass, rags, tar, plastic, wood or wood products, oil, greases, garbage (other than properly shredded garbage), paper or paper products, chemicals, paint residues, or bulk solids.

B. Drainage Facilities. No discharge shall be made into the District's storm sewer system other than storm water run-off. The District has constructed, owns and operates a drainage and storm sewer system (collectively, the “Drainage Facilities”) for the purpose of providing drainage capacity and services to drain the land located within its boundaries. It is essential that the District maintain the Drainage Facilities in good working condition and ensure that they are kept clear of any objects or debris that may block or interfere with their intended purpose. The District’s Drainage Facilities are solely allowed to carry storm water rainfall and anything other than storm water run-off deposited into such system shall be unauthorized. Any individual who disposes, or is responsible for the disposal, of trash, household or other hazardous materials, construction materials or debris, chemicals, other debris, or grass, tree and yard clippings, or anything else prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, or that impedes or may potentially impede the free flow of storm water runoff (“Unauthorized Materials”) in the Drainage Facilities or the District’s Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration (the “Backcharges”) if the District opts, at its sole discretion, to perform such work. Failure to pay billed Backcharges will result in termination of service in accordance with Section 11. In addition to or in place of the foregoing, the District may assess a penalty under Section 26 of this Order or disconnect the customer’s water service to collect such penalty for such violation under Section 11 of this Order.

Section 15. Additional Payment Options. Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to, online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area
retail locations. Certain payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Order. If any User payment is refused or returned by the processing financial institution, the District will charge the User a return item fee of $20.00. Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Order.

Section 16. Returned Check Charge. The District will charge a $20.00 fee to any customer for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check which is returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by Section .11

Section 17. Security Deposit. Prior to initiating service to any User (regardless of whether the service is to a new account or is a transfer of existing service to another address within the District), a one-time non-interest bearing deposit in the amount of $125.00 shall be required of the User. Deposits shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service in the future. If a notice of delinquency letter is mailed to a User pursuant to Section 11, an additional non-interest bearing deposit in the amount of $10.00 shall be charged up to a maximum deposit of $500.00. Customers who do not own the property for which residential water or sewer service is requested or who are obtaining service in the name of someone other than the owner of the property shall pay to the District a deposit of $175.00, which shall be paid in cash, cashier’s check or money order only. If a person other than the owner of the structure to be served is making application he must present the utility operator with a sworn and notarized instrument indicating that the affiant is the owner of a particular structure within the District (described by Lot and Block or other legal description and street address in the instrument) and that such person (the name and address of same given in the instrument) is authorized by the owner to make application on behalf of the owner, that the owner acknowledges that he will be legally responsible for the payment of all water and sewer service charges to his property regardless of who occupies his residential structure. Further, if service to a User is disconnected for any cause, pursuant to Section 11, the User will be required to pay an additional non-interest bearing deposit in the amount of $75.00 up to a maximum deposit of $500.00. Delinquent accounts having a deposit of over $500.00 may have such overage applied to the outstanding due amounts to avoid additional penalty.

Section 18. Transfer Fee. A fee of $20.00 shall be charged by the District to cover the expense to the District for the transfer of water and sewer service from the initial User to each subsequent User.

Section 19. Permit Requirement. Before any connection is made to the District’s system, the person requesting such connection shall provide to the District a
copy of: (1) a Construction Permit from Harris County, Texas; or (2) a Waiver for the Construction Permit from Harris County, Texas.

Section 20. Easements. Before service is begun to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

Section 21. No Free Service. No free service shall be provided by the District to any person, organization or institution, including charitable institutions.

Section 22. Required Service. No service shall be given from the District’s water and sewer system unless such User agrees to take both water and sewer service, except in those instances where the Board determines that both services are not necessary for the preservation of the sanitary condition of water within the District.

Section 23. Service Calls by District Operator. The District has determined that any User who requests a service call to be made by the District’s operator shall be charged for such service call and any resulting work performed if the call is subsequently determined by the District to be unrelated to District facilities.

Section 24. Water Regulations. The following plumbing regulations apply to all users of the District’s potable water distribution system.

A. Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination or transfer of water service, a User must execute and return to the District a Service Agreement in the form attached to this Rate Order as Exhibit “B”.

B. Plumbing Fixtures. A User is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

C. Prohibition Against Water Contamination. No direct connection between the District’s potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District’s potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

D. Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the User at the User’s sole cost
and expense. In addition, the District, in its sole discretion, may require a Non Single Family Residential User to install a backflow prevention assembly at any meter(s) servicing such a User’s property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District’s potable water distribution system or if the User’s plumbing system poses a high health hazard. A high health hazard is defined by the TCEQ as a “cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.” If the District determines that a User must install a backflow prevention assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by a recognized backflow prevention assembly tester. If this test is performed by the District’s operator or its subcontractor, the cost will be the amount charged by the District’s operator, which is due and payable prior to the test. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District’s public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a “Backflow Prevention Assembly Test and Maintenance Report” in the form attached to this Rate Order as Exhibit “C” has been provided to the District’s operator.

If the District determines that a backflow prevention assembly must be installed pursuant to this Rate Order for reasons other than to eliminate a serious threat to the District’s public water system, the User must install the backflow prevention assembly within five (5) working days after receipt of notice from the District that such installation is required. In addition, the User must provide the District’s operator with a signed and dated original of a “Backflow Prevention Assembly Test and Maintenance Report” in the form attached to this Rate Order as Exhibit “C” within three (3) working days of the installation of the backflow prevention assembly and within three (3) working days of any subsequent repair, maintenance or testing of such assembly. If the User fails to provide the testing certificate within this time, the District, in its discretion, may terminate service to the User pursuant to the terms of this Rate Order. The District’s operator will retain such reports for a minimum of three (3) years.
E. Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection will be the sole responsibility of the User and shall be performed by the District’s operator, at the cost charged by the District’s operator for Single Family Residential Users and will be determined on an individual basis for other Users. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating service to new construction or buildings containing new plumbing fixtures, the User must provide the District’s operator with a signed and dated “Customer Service Inspection Certification” in the form attached to this Rate Order as Exhibit “A”. The District’s operator will retain such inspection certifications for a minimum of ten (10) years. If the District’s operator does not perform the initial customer service inspection, the User will need to obtain a final inspection certificate from the District’s operator prior to receiving service. In connection with this final plumbing inspection, the User shall allow its property to be inspected by the District’s operator or its subcontractors during normal business hours for possible cross-connections and other unacceptable plumbing practices which violate this Rate Order. The cost of this final plumbing inspection shall be the amount charged by the District’s operator for Single Family Residential Users and for Non-Single Family Residential Users and will be determined on an individual basis for other Users. The cost of this final inspection shall be paid by the User prior to the final plumbing inspection. Thereafter, the District’s operator or its subcontractors may, at the discretion of the District and/or the District’s operator, periodically inspect a User’s plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order.

F. Prohibition Against Cross-Connections. No cross-connection between the District’s potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the TCEQ. By accepting service from the District, all Users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any User refuses to allow such annual inspection and testing, service to such User will be discontinued until such inspection and testing is completed.
No connection which allows water to be returned to the District’s potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District’s potable water distribution system, circulated through a User’s system for condensing, cooling and heating of fluids or industrial processes, including but not limited to a heat exchange system, and routed back to the District’s potable water distribution system.

G. Notice of Unacceptable Plumbing Practices. The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customer’s service inspection, the final plumbing inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the User shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. The User shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User’s sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

H. Plumbing Material Restrictions.

(1) Prohibition on Use of Specified Materials. The use of the following plumbing materials are prohibited in any and all improvements connected to the District’s water system:

(a) Any pipe or pipe fitting which contains more than a weighted average of 0.25% lead; and

(b) Any solder or flux which contains more than 0.2% lead.

(2) Certification of Compliance with Prohibition. Before the District will provide water and sewer service to any new improvement, a fully executed Customer Service Inspection Certification, in the form attached as Exhibit “A,” must be submitted to the District.

I. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District’s water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in Section 30 of this Rate Order, immediately terminate service or, at the User’s sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the
District’s water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

Section 25. Sewer Regulations. The following regulations apply to all Users of the District’s Sanitary Sewer System.

A. Quality of Sewage.

(1) Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District’s sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District’s sanitary sewer lines except as authorized pursuant to subsection (2) below.

(2) Commercial and Industrial Waste. All discharges other than waste described in subsection (1) are prohibited unless the user has applied to and received written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

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

The District shall have the right to reject any application for discharge of non-domestic waste into the District’s sanitary sewer lines if the District determines in its sole discretion that the proposed discharge may be harmful to the District’s sanitary sewer system or the environment. The District also shall have the right in approving any application for the discharge of non-domestic waste to impose any limitations on such discharge that the District determines in its sole discretion to be necessary to protect the District’s sanitary sewer system or the environment.
(3) **National Categorical Pretreatment Standard.** If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the user is prohibited from discharging pollutants into the District’s sanitary sewer system in violation of applicable categorical pretreatment standards.

(4) **District Testing; Pretreatment.** The District shall have the right to sample and test any user’s discharge at the discretion of the District’s operator, with no limit as to the frequency of the tests, and to charge the user for the District’s cost of such sampling and testing. The District also shall have the right to require pretreatment, at the user’s expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District’s sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to subsection (3) above.

B. **Service Lines.**

(1) Service line is defined as the sewer line from the foundation of the house or commercial building to the sewer line owned by the District.

(2) Only one service line connection to the District’s sanitary sewage collection system is permitted for each residence or commercial building.

(3) Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings in each individual service line will be of identical material.

   (a) Schedule 40 conforming to ASTM, D-1785 and installed as per section c of these specifications.

   (b) Six-inch lines and over; polyvinylchloride (PVC) pressure rated pipe SDR 26 or SDR 21 conforming to ASTM D 2241 SDR 26 with rubber gasket joints conforming to ASTM, F-477 and installed as per section c of these specifications.

   (c) Ductile-iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11, and installed according to manufacturer’s recommendations.

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

   (a) Residential-- 4 inches in diameter.
(b) Commercial-- 6 inches in diameter.

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

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

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

(c) 8 inch pipe-- four inches drop per hundred feet (0.40%).

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

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

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

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

(7) Construct service lines to true alignment and grade. Warped and sagging lines will not be permitted.

C. Connection of Building Sewer Outlet to Service Lines.

(1) Building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.

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

(3) Existing “wye” and stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District’s operator.

(4) The physical connection to the sewer main shall be made by use of an adapter of a type compatible with materials being joined. The connection shall be watertight. Portion to be cut out from sewer main shall be circular and available for inspection.

(5) No connection shall be made into a manhole without approval from the District.
(6) No sewer lines shall be laid within nine (9) feet of a water line unless the sewer pipe and its couplings shall have a pressure rating of not less than one hundred fifty (150) pounds per square inch (psi).

D. Fittings and Cleanouts.

(1) No bends or turns at any point will be greater than 45 degrees.

(2) Each horizontal service line will be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length will be provided with a cleanout for each ninety (90) feet or fraction thereof, in the length of such piping.

(3) Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

(4) Cleanout will be made with air-tight mechanical plug.

E. Connection Permit.

(1) Application for Sanitary Sewer Service must be filed prior to construction of the service line and the connection fee should accompany this application. (Application forms are available from the District's operating company as shown on Exhibit D). Construction must not begin until authorized by the District.

(2) When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Requests for inspections shall be made to the District's operator twenty-four hours in advance of the inspection.

(3) The physical connection to the District's sewer main will be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.

(4) Backfilling of service lines trench must be accomplished within twenty-four (24) hours of inspection and approval. The trench backfill material will be clean and free of debris and will be compacted in one foot lifts to prevent future trench settlement.

(5) A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met.
F. Grease, Lint, and Sand Traps.

(1) Grease traps will be required for dining establishments where food is prepared and served to customers on premises.

(2) Washateria operations shall require a lint trap.

(3) Air space above the water line must be vented with four-inch soil pipe if the trap is located inside a building.

(4) All shopping centers shall provide a grease trap and a sampling well.

(5) All health care facilities shall provide an acid dilution basin and a sampling well.

(6) Sand traps will be required for all car washing establishments.

G. Excluded Flow and Waste.

(1) No waste material which is not biologically degradable will be permitted to be discharged into the District’s sewage facilities, including mud and debris accumulated during service line installation.

(2) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District’s sanitary sewer facilities.

(3) Swimming pool connections will be made in accordance with the City of Houston Plumbing Code requirements.

H. Requirements for Service. Services will not be provided by the District until the requirements herein have been met and written permission has been granted.

Section 26. Penalties for Violation. Any person, corporation or other entity who:

(1) violates any Section of this Order; or

(2) makes unauthorized use of District services or facilities; or

(3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or

(4) uses or permits the use of any septic tank or holding tank within the District; or
(5) violates the District’s Order Adopting Drought Contingency Plan; shall be subject to a penalty of $5,000.00 for each breach of each one of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

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

Section 27. Applicability of Rate Order. This Rate Order and all of the provisions herein apply only to utility service to land within the District. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

Section 28. Superseding Orders. Upon adoption of this Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections by the Board of Directors of the District, the prior Rate Order in effect shall be terminated and shall be superseded by this Amended Rate Order and Regulations Regarding Water and Sewer Lines and Connections.

(EXECUTION PAGE Follows)
ADOPTED this 5th day of July, 2018.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

(SEAL)
LIST OF EXHIBITS

Exhibit "A" - Customer Service Inspection Certificate
Exhibit "B" - Service Agreement
Exhibit "C" - Backflow Prevention Assembly Test and Maintenance Report
Exhibit "D" - Application for Sanitary Sewer Service
CERTIFICATION

I, the undersigned officer of the Board of Directors of Harris County Municipal Utility District No. 165, do hereby certify that the foregoing is a true and correct copy of the water and sewer rate order approved by the Board of Directors of said District on July 5, 2018, and said rates and rules are currently in effect as of June 7, 2018.

Witness my hand and seal of the District the 5th day of July, 2018.

[Signature]
Secretary, Board of Directors

(SEAL)
EXHIBIT A
Customer Service Inspection Certification

Name of PWS: ________________________________
PWS I.D. #: ________________________________
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:

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Non-Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) No direct connection between the public 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.</td>
<td>☐</td>
</tr>
<tr>
<td>(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.</td>
<td>☐</td>
</tr>
<tr>
<td>(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.</td>
<td>☐</td>
</tr>
<tr>
<td>(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 July 1, 1988.</td>
<td>☐</td>
</tr>
<tr>
<td>(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.</td>
<td>☐</td>
</tr>
<tr>
<td>(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.</td>
<td>☐</td>
</tr>
</tbody>
</table>

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 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**

**Type of Registration**

**Date**

**License Expiration Date**

719361
EXHIBIT B

I. PURPOSE. The [NAME OF WATER SYSTEM] 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 [NAME OF WATER SYSTEM] will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

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

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

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

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

D. No pipe or pipe fitting which contains more than a weighted average of 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

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

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the [NAME OF WATER SYSTEM] (the Water System) and [NAME OF CUSTOMER] (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 System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.

C. The Water System 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 Water System. Copies of all testing and maintenance records shall be provided to the Water System.

F. The Customer understands and agrees that the Water System does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the Water System is not liable to the Customer for failure or refusal to furnish any particular amount or pressure of water to the Customer at any time.

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

CUSTOMER'S SIGNATURE:__________________________

DATE:__________________________________________

ADDRESS:________________________________________

☐ I request that all information concerning my account be kept confidential from open records requests.
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 public water supplier for recordkeeping purposes.

**BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT**

NAME OF PWS: ____________________________________________

PWS I.D. #: __________________________________________

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.

☐ Not needed at this address

**TYPE OF ASSEMBLY**

☐ Reduced Pressure Principle     ☐ Pressure Vacuum Breaker

☐ Double Check Valve            ☐ Atmosphere Vacuum Breaker

Manufacturer: ____________________  Size: ____________________

Model Number: ____________________  Located At: ________________

Serial Number: ____________________

<table>
<thead>
<tr>
<th>Reduced Pressure Principle Assembly</th>
<th>Pressure Vacuum Breaker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double Check Valve Assembly</td>
<td></td>
</tr>
<tr>
<td>1st Check</td>
<td>2nd Check</td>
</tr>
<tr>
<td>DC - Closed</td>
<td>Closed</td>
</tr>
<tr>
<td>Tight     ☐</td>
<td>Tight</td>
</tr>
<tr>
<td>RF _____ psid</td>
<td>Leaked</td>
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<tr>
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<td>Closed</td>
</tr>
<tr>
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<td>Tight</td>
</tr>
<tr>
<td>RF _____ psid</td>
<td>Leaked</td>
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<tr>
<td>Leaked     ☐</td>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

The above is certified to be true.

Firm name: ______________________________  Certified Tester: ______________________________

Firm Address: ______________________________  Cert. Tester No.: ______________________________

Date: ______________________________

719361
EXHIBIT D

APPLICATION FOR SANITARY SEWER SERVICE
(Please print or type)

__________ __________ (Name of Applicant) __________ __________ (Street Address) __________ __________ (Phone) __________ __________ (City) __________ __________ (State) __________ __________ (Zip) __________ __________ (Phone) __________

Installation to be performed by: __________________________ (Plumber or Sub-Contractor)

Type of pipe material to be used: __________ PVC ________ CI ________

Date: __________________________ Requested by: __________________________ (Signature)

Applicant to draw sketch of house layout and proposed location of sewer service line:

For District Use Only

Date Application Received: __________________________

Date Construction Authorized: __________________________

Connection Information: __________________________

WYE Location __________________________
Stack Location __________________________
Manhole Location __________________________

Date of Inspection: 1st _______ 2nd _______ 3rd _______

Date Permit Granted: __________________________

Approved by: __________________________ (District Representative)