CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, the undersigned officer of the Board of Directors of Lazy Nine Municipal Utility District No. 1B hereby certify as follows:

1. The Board of Directors of Lazy Nine Municipal Utility District No. 1B convened in regular session on the 17th day of April, 2024, outside the boundaries of the District, and the roll was called of the members of the Board:

Sharon Carter	President
Shannon J. Markert	Vice President
Derrick Jones	Secretary
Abby L. Raines	Asst. Secretary
James C. Bohls	Assistant Vice President/Asst. Secretary

and all of said persons were present except Director(s) Markert & Raines, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

ORDER ADOPTING AMENDMENT TO RULES GOVERNING WATER SERVICE, WASTEWATER SERVICE, EROSION AND SEDIMENTATION CONTROLS, TRESPASS POLICY AND PARK AND GREENSPACE MANAGEMENT (RATE ORDER)

was introduced for the consideration of the Board. It was then duly moved and seconded that the order be adopted, and, after due discussion, the motion, carrying with it the adoption of the order, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the order has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED on April 17th, 2024.

Secretary, Board of Directors

(SEAL)

1183712

ORDER ADOPTING AMENDMENT TO RULES GOVERNING WATER SERVICE, WASTEWATER SERVICE, EROSION AND SEDIMENTATION CONTROLS, TRESPASS POLICY AND PARK AND GREENSPACE MANAGEMENT (RATE ORDER)

WHEREAS, the Board of Directors Lazy Nine Municipal Utility District No. 1B (the "District") adopted Rules Governing Water Service, Wastewater Service, Erosion and Sedimentation Controls, Trespass Policy and Parks and Greenspace Management on July 18, 2012 (the "Rate Order");

WHEREAS, the Board of Directors of the District subsequently amended the Rate Order on September 19, 2012, December 19, 2012, June 18, 2014, January 21, 2015, August 26, 2015, March 16, 2016, October 19, 2016, June 21, 2017, July 19, 2017, October 16, 2019, December 16, 2020, and December 21, 2022; and

WHEREAS, the Board of Directors of District desires to further amend its Rate Order; NOW, THEREFORE,

BE IT ORDERED BY THE BOARD OF THE DIRECTORS OF THE DISTRICT THAT:

Section 1. Section 1. The Board of the District hereby amends and restates the Rate Order in its entirety, which is attached hereto. The provisions of such amended and restated Rate Order shall be implemented effective May 1, 2024 and enforced as a rule of the District. The Board reserves the right to amend the Rate Order at any time.

Section 2. Any previous amendments to the Rate Order are repealed and replaced with the amended and restated Rate Order attached hereto.

Section 3. The consultants to the District are hereby authorized to apply and take any and all action to implement the Rate Order attached hereto.

[Remainder of page intentionally left blank]

PASSED AND APPROVED on this 17th day of April of 2024.

LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1B

By: Sharon Carter

Name: Sharon Carter

Title: President

ATTEST

By:

Name: Derrick Jones

Title: Secretary

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17th day of April, 2024, by Sharon Carter, as President, and Derrick Jones, as Secretary, of the Board of Directors of LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1B, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Haley E. Moore
Notary Public, State of Texas

HALEY E. MOORE
Notary Public, State of Texas
Comm. Expires 06-09-2026
Notary ID 133805747

1183712

LAZY NINE
MUNICIPAL UTILITY DISTRICT
No. 1B

AMENDED AND RESTATED RULES GOVERNING

WATER SERVICE, WASTEWATER SERVICE, EROSION AND SEDIMENTATION CONTROLS, TRESPASS POLICY, AND PARK AND GREENSPACE MANAGEMENT

LAZY NINE
MUNICIPAL UTILITY DISTRICT NO. 1B
RULES

TABLE OF CONTENTS

Contents

LAZY NINE
MUNICIPAL UTILITY DISTRICT NO. 1B

ATTACHMENTS

Schedule A

Schedule B

Exhibits:

- **Exhibit A**
- **Exhibit B**
- **Exhibit C**
- **Exhibit D**
- **Exhibit E**
- **Exhibit F**

Forms:

- **Water/Wastewater Service Application**
- **TAP Application Form**

Appendix A

Appendix B

Lazy Nine
Municipal Utility District No. 1B

Chapter 1

INTRODUCTION

SECTION 1.01 GENERAL POLICIES

A. Definitions. As used in these Rules, the following words or terms shall mean:

1. "Beneficial Use." An economic use of wastewater in accordance with the purposes, applicable requirements, and quality criteria of Title 30, Texas Administrative Code, Chapter 210, and which takes the place of potable and/or raw water that could otherwise be needed from another source.

2. "Commercial." Any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, including apartments unless specifically excluded herein, any establishment not generally considered a single-family residence.

3. "Connection." Each residential unit other than apartment facilities containing multiple residential units with a single connection, and each business unit.

4. "Connection Review Fee." For (i) Single-Family Residential Lots, the plan review fee set forth in **Schedule A**, and (ii) Estate Lots, Commercial, Multi-Family, and Non-Single Family Residential Lots, the connection review fee determined for such developments in accordance herein with Section 2.05.

5. "Construction Activity." Any disturbance to permanently stabilized earth.

6. "Customer Line." Water line owned and maintained by the homeowner or development owner, between house and/or other water demand source, and the District owned meter.

7. "Developer." Any person proposing or conducting Development.

8. "Development." Any work related to the construction of subdivision infrastructure, home building, landscaping, parks, amenity centers, trails or any other improvements related to the implementation of the communities within the District.

9. "District." Lazy Nine Municipal Utility District No. 1B.

10. "District Consultant." A designated attorney, financial manager, auditor, engineer, or other specialist authorized by the Board of Directors of the District to represent the District in performing services prescribed by these rules.

11. "District Developers." The developers within the District are NASH Sweetwater, LLC, or its successors, heirs, or assigns; WS-COS Investments, LLC, or its successors, heirs, or assigns; WS-COS Development, LLC, or its successors, heirs, or assigns; Madrone Canyon, LLC, or its successors, heirs, or assigns; and Grey Forest Development, LLC, or its successors, heirs, or assigns. The District Developers are responsible for the design, construction, and initial financing of the District's Water and Wastewater Systems including, but not limited to, major system components (wastewater treatment plant, high service pump station, treated effluent storage ponds and irrigation disposal systems, potable water transmission mains and storage facilities, and acquisition of permits and contracts from appropriate regulatory agencies and wholesale service providers). As such, the District Developers are the owners and responsible parties for the allocation and transfer of title, at closing, to water and wastewater service capacity to individual lots and customers within the District, in accordance with these rules.

12. "District Engineer." A designated engineer authorized by the Board of Directors of the District to represent the District in performing services prescribed by those rules.

13. "District Inspections and Administration." Activities performed by either or both of the District Engineer and District Operator to review the adequacy and accuracy of the Construction and installation of District utility, drainage and park facilities by the District Developers or other third-party developers within the District and homebuilders, including observation and review of on-going or completed construction and administration of construction contracts and utility service applications.

14. "District Operator." A designated operator authorized by the Board of Directors of the District to represent the District in performing services prescribed by these Rules.

15. "District Representative." A designated representative or employee of the District engaged in carrying out the terms of or performing services prescribed by these Rules pursuant to either general or specific authorization to do so from the Board of Directors of the District.

16. "District Water Quality Manager." A person or firm engaged by the District to design, install, and maintain temporary erosion and sedimentation controls during construction of subdivision infrastructure and home building activities. The District Water Quality Manager will provide these services to both general contractors working for the District Developers and Homebuilders engaged in the construction of houses on single-family lots. The District Developers and Homebuilders will pay fees to the District to offset the costs of these services, said fees to be established by the District Board of Directors.

17. "Domestic Sewage." Liquid carried sanitary sewage discharged from residential connections (including apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

18. "Estate Lot." A Single-Family Residential Lot proposing a home with more than 5.5 bathrooms.

19. "Fire Hydrant or Temporary Water Meter User." A party involved in a construction project in the District or in other activities directly related thereto who needs a water supply on a temporary basis to carry out a project and who does not desire to make a regular connection to the District Water System.

20. "Homebuilder." Any person proposing or constructing a single-family residential home on a Single-Family Residential Lot or on an Estate Lot.

21. "LCRA." Lower Colorado River Authority.

22. "Living Unit Equivalent or LUE." The measure of the estimated average daily volume used by a single-family residence or its equivalent as calculated in accordance with the West Travis County Public Utility Agency's rate tariff.

23. "Multi-Family." A multi-family residential lot proposing a home with three or more single-family residential units.

24. "Non-Domestic Waste." Any waste other than domestic sewage, including by way of example only, and not by way of limitation, industrial waste, commercial waste, and water from swimming pools or hot tubs.

25. "Non-Single Family Residential Lot." A residential lot that is not an Estate Lot, Single-Family Residential Lot, or Multi-Family, which may include, but is not limited to, non-traditional homes such as townhomes or condominiums.

26. "Permanently Stabilized." Established vegetation/erosion control measures which stabilize earth from any erosion.

27. "Plumbing Line." Wastewater line owned and maintained by the owner of a structure connecting interior plumbing fixtures to the grinder pump tank.

28. "Qualifying Development." An existing or proposed commercial development, multi-family development, or other development within the District that is not an Estate Lot or Single-Family Residential Home or Lot.

29. "Reclaimed Water." Domestic or municipal wastewater that has been treated to a quality suitable for a Beneficial Use, pursuant to the provisions of Title 30, Texas Administrative Code, Chapter 2010, and other applicable rules and permits.

30. "Reclaimed Water System." The Reclaimed Water production, treatment, storage, pumping, transmission, and distribution systems owned by the District to provided Reclaimed Water service to users within the District, including any expansions, improvements, enlargements, additions, and replacements thereof. The Reclaimed Water System does not include any service lines connecting a Qualifying Development to a District-owned meter.

31. "Rim Lots." Some of the lots located at the outer perimeter of residential villages within the District. These lots typically border dry creeks or drainages and have substantial slopes located at or beyond the rear of the lots.

32. "Rules." These Amended and Restated Rules Governing Water Service, Wastewater Service, Erosion and Sediment Controls, Trespass Policy and Park and Greenspace Management adopted pursuant to Section 54.205, Texas Water Code.

33. "Single-Family Residential Lot." A single-family residential lot proposing a home with 5.5 bathrooms or less.

34. "Substantially Complete." When a construction project, including but not limited to single-family residential homes, Estate Lot Development, Commercial, Multi-Family, Non-Single Family Residential Lot, or other development has permanently stabilized all disturbed earth by a District approved method including but not limited to home construction, driveway, other permanent impervious area, and approved permanent vegetation.

35. "Systems." The District's Water, Wastewater, and drainage systems.

36. "TCEQ." Texas Commission on Environmental Quality.

37. "Uniform Plumbing Code." The most recent version of the Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials ("IAPMO").

38. "Wastewater Connection Plan." A plan for the connection of any improvements to the District Wastewater System, which must meet the requirements of Section 2.02 of these Rules and otherwise comply with the requirements of these Rules.

39. "Wastewater Installation Fee." For (i) Single-Family Residential Lots, the sanitary sewer installation fees for Single-Family Residential Lots set forth in **Schedule A**, and (ii) Estate Lots, Commercial, Multi-Family, and Non-Single Family Residential Lots, the Wastewater Installation Fee determined for such developments in accordance with Section 2.05.

40. "Water System." The District's system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water contained in TAC §290.38(23). This term includes: any collection, treatment, storage, and distribution facilities under the control of the District's operator of such system and used primarily in connection with such system. The Water System terminates at the retail water meter or approved backflow prevention device in the case of a dedicated fire line.

41. "Wastewater System." The District's system for the collection and treatment of wastewater through pipes or other constructed conveyances, which includes all wastes described under the definition for wastewater contained in TAC §217.2(79). This term includes: any pipes, conduits, lift stations, force mains, and wastewater treatment facilities under the control of the District's operator of such system and used primarily in connection with such system. The Wastewater System terminates at the property line for gravity sewer systems, and at the cleanout before the grinder pump for low pressure sewer systems.

42. "WTCPUA." The West Travis County Public Utility Agency.

43. "Yard Line." Wastewater line owned and maintained by the District between service connection and grinder pump tank.

B. Civil Penalties

1. The Board of Directors of the District may set reasonable civil penalties for the breach or violation of any rule of the district that shall not exceed the jurisdiction of a Justice Court or provided by Section 27.031, Government Code.

Lazy Nine
Municipal Utility District No. 1B

Chapter 2

CONNECTION TO THE DISTRICT'S WASTEWATER SYSTEM

SECTION 2.01 GENERAL WASTEWATER RULES, REQUIREMENTS & GUIDELINES

A. Any proposed development, including but not limited to, Single-Family Residential Lots, Estate Lots, Commercial, Multi-Family, Non-Single Family Residential Lots, or other type of development within the District which will generate wastewater and proposes to connect to the District's Wastewater System must submit either a Wastewater Connection Plan to the District for review and approval or contract with the District to develop a Wastewater Connection Plan. The purpose of which is to ensure that all wastewater sewer systems owned and operated by the District are properly designed, installed and maintained in accordance with the District's wastewater provisions. No connection to the District's Wastewater System will be allowed without an approved Wastewater Connection Plan or waiver from this requirement.

B. The following standards apply to the Single-Family Residential Lots: house is less than 5,000 square feet with no more than 5.5 bathrooms, kitchen with sink and dishwasher, laundry room with auxiliary sink and one other sink located in the house or garage.

C. Any Estate Lot, Commercial, Multi-Family, or Non-Single Family Residential Lot proposing to connect to the District's Wastewater System shall refer to Section 2.04 of this Rule for specifics regarding Wastewater Connection Plans for this type of development.

D. The District will own, operate, and maintain all grinder pumps, tanks, Yard Lines, and associated appurtenances which connect to the District's Wastewater System. The District will not own or maintain any wastewater or Plumbing Line connecting a house or building with the grinder pump tank.

SECTION 2.02 WASTEWATER CONNECTION PLAN

A. A Wastewater Connection Plan must include the applicable wastewater connection plan application; a brief engineering report including a location map, description of proposed development, specifications, and any other information the District requests; and a scaled sketch/CAD drawing of the proposed development. The sketch shall consist of:

- Service address or Section, Block and Lot Number;
- Lot Boundary;
- All existing underground utilities (contact Dig Tess to locate existing utilities);
- All easements;
- Proposed structures, building uses, large trees, pools, sidewalks, driveways, decks, fences, and any other improvements;
- Plumbing Line route from structure to pump;
- Pump tank location and control panel location;
- Elevations of pump tank and gravity plumbing line to pump tank;
- Power source for pump and electric wiring location from control panel to pump;
- Yard Line route from the pump tank to the tie-in at the service extension;
- Proposed pump, control panel and pipe materials;
- Finished Floor Elevations ("FFE");
- Existing and proposed contours;
- Wastewater drains and fixtures below the FFE (if proposed);
- Square footage of Single-Family Residential Home or proposed structure, and the number of bathrooms and sinks; and
- The Wastewater Connection Plan shall be prepared in accordance with the requirements shown in **Appendix A**.

B. The District will also need to be provided with evidence satisfactory to the District Representative and the District Engineer that the person who will actually install the Plumbing Line and connection to the pump tank has comprehensive general liability insurance in the minimum amounts of $300,000 bodily injury and $50,000 broad form property damage with an underground rider and a completed operations rider.

C. The District will provide the Developer/Homebuilder with a written notice of approval or denial of the application. If the application is denied, the District will provide reason for the denial of the application.

D. No connection to the District's Wastewater System will be allowed until a Wastewater Connection Plan has been approved and all fees owed to the District have been paid.

E. All Wastewater Connection Plans and applicable specifications must comply with all rules and policies of the District as well as all rules and policies of other authorities having jurisdiction over development within the District. The Developer must also comply with any special requirements of the TCEQ, Travis County, LCRA, etc. All reports in support of special

requirements of the TCEQ, Travis County, LCRA, etc., must also be submitted to the District for review.

SECTION 2.03 SINGLE-FAMILY RESIDENTIAL LOT REQUIREMENTS

A. All Single-Family Residential Lots, or customers with standard kitchen, laundry, auxiliary sink and up to 5.5 total bathrooms will utilize the 1HP 1,725 RPM, high torque, capacitor start, thermally protected, 240V/60Hz, one phase EONE Extreme Series Grinder Pump; FRP tank, (36" X 60"), a factory mounted 4" SCH 40 inlet, a Sentry Protect Plus Simplex Panel with GFCI, and any additional appurtenances necessary to properly operate and maintain the grinder pump system.

B. The following standards apply to Single-Family Residential Lots: has no more than 5.5 bathrooms, kitchen with sink and dishwasher, laundry room with auxiliary sink and one other sink located in the house or garage.

C. The tank location shall be located just off either front corner of the house on the side of the lot with the wastewater service. The control panel should be mounted near the tank on the front side of the house or on a separate pedestal. The Homebuilder may contact the District in order to obtain elevation recommendations for the pump tank. A clear line of site needs to be maintained from the street to the control panel. If the proposed location does not have provisions for a clear line of site it will not be approved. If the clear line of site from the street becomes obstructed after the installation of the grinder pump system, the District reserves the right to enter the property and remove any and all visual obstructions at the expense of the property owner.

D. Access to the tank, control panel and Yard Line must be considered when developing the Wastewater Connection Plan. In general, a maintenance truck and construction equipment must be able to access the tank, control panel, and Yard Line at any time. The grinder pump installation will not be approved unless the above access is provided.

E. The Yard Line will be a 1.25" polyethylene pipe SDR 11 or SIDR 7 with compression fittings. In general, the Yard Line should be aligned at a 45 degree angle from the tank running toward the front of the lot to an alignment 5' inside the property line closest to the wastewater service. The Yard Line should then parallel the property line at an alignment of 5' inside the property line until it is connected to the wastewater service. Other alignments may be acceptable when deemed to be necessary or advantageous to the District.

F. The District will not be responsible for ensuring that any portion of the plumbing line meets the pertinent plumbing code requirements. It is the responsibility of the Homebuilder to ensure that all plumbing code requirements are met. The plumbing line shall in no way be considered to be owned, operated, or maintained by the District.

G. Pools and hot tubs will not be allowed to connect to the District's Wastewater System.

H. Installation of the Plumbing Line and the Yard Line will be the responsibility of the Homebuilder. All construction to be completed by the applicant must meet or exceed the standards of the City of Austin, Texas and the Uniform Plumbing Code.

I. The Homebuilder must contract with the District for the installation of the pump, pump tank, and control panel. No connection to the District's Wastewater System will be allowed unless it is installed by a District approved contractor and the contractor has been trained and certified by the pump supplier. The District will install the pump and control panel once the site construction is considered Substantially Complete by the District.

J. Drawings and specifications of the grinder pump, tank, and control panel can be found in **Appendix A** of these Rules.

K. Any revision or change to the approved Wastewater Connection Plan must be submitted in plan form to the District and receive District approval prior to installation and connection of the grinder pump system. If it is determined that the improvements have not been installed in accordance with the approved Wastewater Connection Plan, or subsequent approved revisions, then the Homebuilder may be fined or other corrective action may be taken by the District in accordance herein with these Rules. Connection of the Plumbing Line to the pump tank is the responsibility of the Homebuilder.

L. **Exhibit A** depicts an example of the required scaled drawing for the Wastewater Connection Plan for a single-family home.

M. Finished floor elevations ("FFE") for a house, as required by the Wastewater Connection Plan, will be considered the floor elevation of the front entrance to the house. The District's Wastewater System will only accommodate wastewater drains and fixtures located at or above the FFE. The Homebuilder is required to notify the District if any wastewater drains or fixtures are located below the FFE. If any wastewater fixtures or drains are located below the FFE then the Homebuilder will be required to install an additional grinder pump system of the same type as required by Section 2.03.A of this Chapter. The District will not own this additional grinder pump or connection line. The District will not install this additional grinder pump or connection line. The additional grinder pump will be required to pump wastewater to the District pump tank. Prior to connecting an additional grinder pump connection line to the District pump tank the Homebuilder must notify the District and a District Representative will need to be present to witness and approve the means, methods and materials used for the connection. This inspection will be considered a reinspection if not conducted at the same time of the standard wastewater inspection as required by these Rules. It shall be required that the District's pump tank be designed and constructed to be a duplex pump installation, in this instance.

SECTION 2.04 ESTATE LOT, COMMERCIAL MULTI-FAMILY, & NON-SINGLE FAMILY RESIDENTIAL LOTS REQUIREMENTS

A. Design of a wastewater system for Estate Lots, Commercial, Multi-Family, and Non-Single Family Residential Lots will be reviewed by the District Engineer.

B. Estate Lots, Commercial, Multi-Family, and Non-Single Family Residential Lots within the boundary of the District that propose to connect to the District's Wastewater System will need to contact the District to set up a pre-submittal meeting.

C. Estate Lots are Single-Family Residential Lots proposing a home with more than 5.5 bathrooms.

D. Systems for Estate Lots, Commercial, Multi-Family, or Non-Single Family Residential Lots shall be designed on a case-by-case basis. The systems shall typically utilize two 1HP 1,725 RPM, high torque, capacitor start, thermally protected, 240V/60Hz, one phase EONE Extreme Series Grinder Pump; a 36" x 72" FRP tank; a Sentry Protect Plus Panel with GFCI; and any additional appurtenances necessary to properly operate and maintain the grinder pump system.

E. A system must provide sufficient capacity for 24 hours of storage in the event of a power outage. Estimated daily wastewater flow rates for Estate Lots will be 245 gpd with an additional 50 gpd for each bathroom over three (3). Estimated daily wastewater flow rates for Commercial, Multi-Family, and Non-Single Family Residential Lot will be based on an average flow rate of 245 gpd per Living Unit Equivalent ("LUE"). The number of LUEs for a development will be determined by the District in the pre-submittal meeting and will depend on the size and proposed use of the proposed development.

F. District access to the tank, control panel, and Yard Line must be considered when developing the Wastewater Connection Plan. In general, a maintenance truck and construction equipment must be able to access the tank, control panel, and Yard Line at any time. The grinder pump installation will not be approved unless the above access is provided.

G. Installation of the Plumbing Line will be the responsibility of the Developer/Homebuilder. The Plumbing Line shall in no way be considered to be owned, operated, or maintained by the District.

H. Pools and hot tubs will not be allowed to connect to the District's Wastewater System.

I. The Developer/Homebuilder must contract with the District for the installation of the pump, pump tank, control panel and Yard Line. No connection to the District's Wastewater System will be allowed unless it is installed by a District approved contractor and the contractor has been trained and certified by the pump supplier. The District will install the pump, pump tank, control panel, and Yard Line once the site construction is considered Substantially Complete by the District. Connection of the Plumbing Line to the pump tank is the responsibility of the Developer/Homebuilder.

J. The Yard Line will be 1-1/4" polyethylene pipe SDR 11 or SDR 9 with compression fittings. In general, the Yard Line should be aligned at a 45 degree angle from the tank running toward the front of the lot to an alignment of 5' inside the property line closest to the wastewater

service. The Yard Line should then parallel the property line at an alignment of 5' inside the property line until is connected to the wastewater service. The District Engineer may determine other alignments to be acceptable.

K. Alternates to the EONE Extreme Grinder Pumping System may be approved on a case-by-case-basis.

L. If it is determined that the Developer/Homebuilder has not installed improvements in accordance with these Rules, or subsequent approved revisions, then the Developer/ Homebuilder may be fined or other corrective action may be taken by the District in accordance with these Rules.

SECTION 2.05 FEES

A. Wastewater Installation Fee must be paid to the District by the Homebuilder of each Single-Family Residential Lot, including Estate Lots, for the grinder pump, associated equipment and installation costs. This fee covers the installation of one grinder pump unit in the location depicted on the approved Wastewater Connection Plan. A separate Connection Review Fee must be paid to the District for the review and approval of a Wastewater Connection Plan. If the Homebuilder does not supply the District with the necessary information or proposes a Wastewater Connection Plan that does not meet the requirements of the District the Connection Review Fee may be increased by the District. If the Connection Review Fee is increased, it will be increased per additional hour spent in review/coordination beyond five (5) hours. If requested, the District will provide the Developer documentation of the number of hours beyond five (5) hours spent reviewing and approving an application.

B. Wastewater Installation Fees and Connection Review Fees for Commercial, Multi-Family, and Non-Single Family Residential Lots proposing connection to the District's Wastewater System will be determined once a Wastewater Connection Plan is reviewed and approved for such development. These systems may require additional equipment and more complex designs therefore a flat Wastewater Installation Fee is impractical. Connection Review Fees will be based on an hourly rate of design required for each plan.

C. Connection Review Fees for all revisions will be billed to the Developer/Homebuilder at an hourly rate shown on **Schedule A**.

D. One (1) site inspection to determine if construction is Substantially Complete will be included as part of the Wastewater Installation Fee. If more than one (1) site inspection is required then additional site inspection fees will be charged to the Developer/Homebuilder at the rate shown on **Schedule A**. This is not considered a plumbing inspection as required by Chapters 4 and 6 of these Rules.

E. Before reviewing any application, the District must be in receipt of the applicable Connection Review Fees, Wastewater Installation Fees, and Connection Fees. Fees may be paid

in the form of a check made payable to the District, or other form acceptable to the District Representative.

SECTION 2.06 VARIANCE REQUESTS

A. Any variance request from these Rules must be presented to the District. The District will determine if the variance will be allowed.

SECTION 2.07 PLAN APPROVAL AND CONNECTION PROCESS

A. The following is a chronologically ordered schedule detailing the process to connect to the District's Wastewater System for Single-Family Residential Lots and Estate Lots:

- Submit complete Wastewater Connection Plan with applicable wastewater connection application to District with required Connection Review Fee, Wastewater Installation Fee, Inspection Fee, and Deposit.
- After all fees have been paid, all required inspections have been performed and construction on the site is complete the Homebuilder must contact the District for a site inspection to determine if construction is Substantially Complete. Once the District has considered site construction to be Substantially Complete in accordance with Section 2.03, the District will install the pump, pump tank, and control panel.

B. The following is a chronologically ordered schedule detailing the process to connect to the District's Wastewater System for Commercial, Multi-Family, and Non-Single Family Residential Lots:

- Schedule a meeting with the District to determine the specifics of the Wastewater Connection Plan.
- Submit to the District Engineer the applicable wastewater connection application and proposed development plan detailing location where connection to the District's Wastewater System is proposed along with estimated flow data, proposed use, and any further information the District Engineer requests, including easements and delineation between public and private facilities, at any time during the design and approval process.
- The District will review the plan and notify the Developer/Homebuilder of any conflicts or deficiencies.
- If there are no conflicts or deficiencies between the proposed development plan provided by the Developer/Homebuilder and District Engineer's designed Wastewater Connection Plan, then the District will issue a written approval.
- Once the Wastewater Connection Plan has been approved, the Developer/Homebuilder must pay the District the required Connection Review Fee, Wastewater Installation Fee, Review Fee, Inspection Fee, and Deposit.

- After all fees have been paid, all required inspections have been performed and construction on the site and/or house is complete; to the point that all external masonry, roofing, fenestration, etc. is finished and there is no threat of damage to the pump tank the Developer/Homebuilder must contact the District for a site inspection. Once the District has considered site construction to be satisfactory, the District will install the pump, pump tank, and control panel and the Developer/Homebuilder will be authorized to install the Yard Line.

Lazy Nine
Municipal Utility District No. 1B

Chapter 3

CONNECTION TO THE DISTRICT'S WATER SYSTEM

SECTION 3.01 GENERAL WATER RULES, REQUIREMENTS & GUIDELINES

A. Any proposed development, including but not limited to, Single-Family Residential Lots, Estate Lots, Commercial, Multi-Family, or the development of anything other than Non-Single Family Residential Lots within the District which requests water service from the District must submit a Water Connection Plan to the District for review and approval. The purpose of which is to ensure that the Water System owned and operated by the District is properly designed, installed and maintained in accordance with the District's water provisions. No connection to the District's Water System will be allowed without an approved Water Connection Plan or waiver from this requirement.

B. Any Estate Lot, Commercial, Multi-Family, or Non-Single Family Residential Lot proposing to connect to the District's Water System shall refer to Section 3.04 of this rule for specifics regarding Water Connection Plans for this type of development.

C. The District will own, operate, and maintain all water meters and water service lines. The District will not own or maintain any water line (also referred to herein as the "Customer Line") connecting a house or building with the meter.

D. Any proposed irrigation connection to the District's Water System will require a backflow preventer. Additionally, the water connection plan will require sufficient information to ensure that all requirements, as set forth in **Appendix B**, of these Rules are met.

SECTION 3.02 WATER CONNECTION PLAN

A. The Water Connection Plan must include the Water Connection Plan application; a brief engineering report including a location map, description of proposed development, specifications and any other information the District requests; and a scaled sketch/CAD drawing of the proposed development. A sample plan is shown in **Exhibit B**.

The sketch shall consist of:

- Service address or Section, Block and Lot Number;
- Lot boundary;
- All existing underground utilities (contact Dig Tess to locate existing utilities);
- All easements;
- Proposed structures, building uses, large trees, pools, sidewalks, driveways, decks, fences, and any other improvements;

- Customers Line route from structure to meter;
- Elevation of all connections, bends, and other significant points along the Customer Line;
- Finished Floor Elevations ("FFE");
- Existing and proposed contours;
- Square Footage of single-family home or proposed structure;
- Note any connection to irrigation system; and
- Identify the location of any necessary backflow preventers and/or irrigation meters.

B. The District will also need to be provided with evidence satisfactory to the District Representative that the person who will actually install the Customer Line and connection to the meter has comprehensive general liability insurance in the minimum amounts of $300,000 bodily injury and $50,000 broad form property damage with an underground rider and a completed operations rider.

C. The District will provide the Developer/Homebuilder with a written notice of approval or denial of the application. If the application is denied the District will provide reason for the denial of the application.

D. No connection to the District's Water System will be allowed until a Water Connection Plan has been approved and all fees owed to the District by the property Developer/Homebuilder have been paid.

E. All Water Connection Plans and applicable specifications must comply with all rules and policies of the District as well as all rules and policies of other authorities having jurisdiction over development within the District. The Developer must also comply with any special requirements of the TCEQ, Travis County, LCRA, etc. All reports in support of special requirements of the TCEQ, Travis County, LCRA, etc. must also be submitted to the District for review. Irrigation system connections must include backflow prevention devices that will provide complete separation from the domestic water supply.

SECTION 3.03 SINGLE-FAMILY RESIDENTIAL LOT REQUIREMENTS

A. When possible, Customer Line route and connections should be on the same side of the lot as the water service and should be connect to the line coming from the house at the front corner of the house which is located on the same side as the water service. Efforts to avoid the routing of customer lines in conflict with proposed construction such as, for example purposes only, driveways or sports courts should be made. The District may require the proposed Water Connection Plan to be revised if the Customer Line is in conflict with any other proposed construction. See Chapter 6 of these Rules for allowable Customer Line construction materials.

B. Installation of the Customer Line will be the responsibility of the Homebuilder. All construction to be completed by the applicant must meet or exceed the standards of the City of

Austin, Texas and the current Uniform Plumbing Code including but not limited to Section 1007, Water Pressure, Pressure Regulators and Pressure Relief Valves.

C. If it is determined that the Homebuilder has not installed improvements in accordance with these Rules, then the Homebuilder may be fined or other corrective action may be taken by the District in accordance with Chapter 12 of these Rules. Connection of the Customer Line to the service connection is the responsibility of the Homebuilder.

D. **Exhibit B** depicts an example of the required scaled drawing for the Water Connection Plan.

E. Prior to the District installing a water meter, the site construction must be complete and disturbed areas permanently stabilized. Installation of the Yard Line must be complete to the meter box and the tap and Yard Line installation must have been satisfactorily inspected by the District. Any irrigation meters and backflow preventers have been appropriately installed and inspected.

SECTION 3.04 ESTATE LOT, COMMERCIAL, MULTI-FAMILY & NON-SINGLE FAMILY RESIDENTIAL LOT REQUIREMENTS

A. Water meter sizing, installation and service line location will be determined by the District after review of the Water Connection Plan.

B. Estate Lots, Commercial, Multi-Family, Non-Single Family Residential Lot, or the development of anything other than a Single-Family Residential Lot within the boundary of the District which proposes to connect to the District's water system will need to contact the District to set up a pre-submittal meeting.

C. Estate Lots are single family residential lots proposing a home of 6 or more bathrooms.

D. Estimated daily water demand for Estate Lots, Commercial, Multi-Family, or Non-Single Family Residential Lot will be based on the city of Austin Design Criteria.

E. Installation of the Customer Line will be the responsibility of the Developer/Homebuilder. All construction to be completed by the applicant must meet or exceed the standards of the City of Austin, Texas and the Uniform Plumbing Code including but not limited to Section 1007, Water Pressure, Pressure Regulators and Pressure Relief Valves.

F. Any revision or change to the approved Water Connection Plan must be submitted in plan form to the District and receive District approval prior to installation and connection of the Customer Line. If it is determined that the improvements have not been installed in accordance with these Rules, then the Developer/Homebuilder may be fined or other corrective action may be taken by the District in accordance with these Rules.

G. If a proposed project requires additional District water lines or an increase in size and capacity of the District's Water System then the District will have to research the impact to the District. If the District chooses to allow the proposed connection then the Developer/Homebuilder will be charged a project connection fee to be determined by the District Engineer. This fee will be based on actual construction costs required to upgrade the District's water system plus a surcharge to cover any and all non-construction costs incurred by the District.

H. Prior to the District installing a water meter the site construction must be complete and disturbed areas permanently stabilized.

SECTION 3.05 FIRE HYDRANTS & TEMPORARY METER USERS

A. An application for the sale of water from a fire hydrant meter within the District on a temporary basis shall be made to the District Representative. There shall be charged for each fire hydrant meter and/or temporary meter a fee plus water usage rates as set forth in **Schedule A** of these Rules. A security deposit shall be paid to the District Representative at the time of application in the amount set forth in **Schedule A** of these Rules. Such security deposit shall be refunded to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter and any unpaid charges.

B. Application for the sale of water from a fire hydrant meter within the District on a permanent basis to supply water to in-ground irrigation lines within the District shall be made to a District Representative. There shall be charged and collected for each fire hydrant meter a fee as set forth in **Schedule A** of these Rules plus water usage rate. A security deposit shall be required, of the same amount as if the application was made for on a temporary basis, unless the applicant owns land in the District and then a security deposit will not be required.

C. A user may, upon obtaining approval of a District Representative, as provided in this Rule, make connection to the District's Water System at a surface flushing-valve or fire hydrant. Every temporary water connection shall be equipped with a vacuum breaker or backflow preventer approved by the District. The amount of water used shall be determined by a temporary water meter installed at the connection or by agreement between the user and a District Representative

D. Any meter used shall be provided or arranged for by a District Representative and placed on a District hydrant. Owner or operator of a private hydrant may not use unmetered water for any purpose, other than for fire suppression or other public emergencies. The user shall make the request to the District Representative and shall state the location where the connection is desired, the approximate size of the connection, the anticipated pattern of use of the water correlated as to volumes and periods of time during the day, and the approximate duration of the connection. If the District Representative determines that the user's requirements from the District's Water System will not unreasonable interfere with the operation of the District's Water System of the use thereof by the regular customers of the Water System, the District Representative may approve the connection. The District Representative may also impose such reasonable limitation and conditions on the user as in the judgment of the District Representative

are necessary to prevent unreasonable interference with the operation of the District's System or the use thereof by regular customers. All costs of temporary connection to and disconnection from the Water System and use of any fire hydrant and/or temporary water meter shall be paid by the user. The user shall also make a service deposit in the amount set forth in **Schedule A** of these Rules for the size of the temporary connection. The charge for water service shall be computed and paid monthly on the basis of Chapter 7 and **Schedule B** of these Rules or by agreement with the District Representative.

SECTION 3.06 FEES

A. Connection Review Fees for Single-Family Residential Lot connections are shown on **Schedule A**. If the Homebuilder does not supply the District with the necessary information or proposes a Water Connection Plan that does not meet the requirements of the District, the Connection Review Fee may be increased. Any party desiring to make a connection to the District's Water System for a Single-Family Residential Lot or Estate Lot shall pay the appropriate fees to the District Representative at the time application for such connection is made. No connection shall be made until such fees are paid.

B. Connection Review Fees for Estate Lots, Commercial, Multi-Family, or Non-Single Family Residential Lots proposing connection to the District's Water System will be determined once a Water Connection Plan has been designed and approved. Any party desiring to make a connection to the District's Water System for Estate Lots, Commercial, Multi-Family, or Non-Single Family Residential Lots shall pay the appropriate fees to the District Representative at the time application for such connection is made. No connection shall be made until such fees are paid. In the plan review process once the required meter size is determined by the District Engineer, the Developer/Homebuilder will be required to pay the associated tap fee. The District will not install a meter if either the review fee or tap fee are not paid in full. If connection fees are required, the connection fees must be paid before any connection is made.

C. Connection Review Fees for all revisions will be billed to the Developer/Homebuilder at an hourly rate shown on **Schedule A**.

D. One (1) site inspection to determine if construction is complete will be included as part of the tap fee in order to determine if the District will install the meter. If more than one (1) site inspection is required then additional site inspection fees will be charged to the Developer/Homebuilder at a rate shown on **Schedule A**.

E. Water Connection Plan review fees and water tap fees can be found in **Schedule A** of these Rules. Fees may be paid in the form of a check made payable to the Lazy Nine MUD 1B, or other form acceptable to the District Representative, to cover any expenses of review.

F. Single-family residences that require a fire sprinkler system or fire suppression system will be billed based on the rate of a 3/4" meter, as shown on **Schedule A**. The Homebuilder is required to pay the costs for the 1" meter.

SECTION 3.07 PLAN APPROVAL AND CONNECTION PROCESS

A. The following is a chronologically ordered schedule detailing the process to connect to the District's Water System for Single-Family Residential Lots and Estate Lots:

- Submit complete Water Connection Plan with Water Connection application to District with the required Connection Review Fee, Tap Fee, Water Impact Fee, Inspection Fee and Deposit.
- After all fees have been paid, all required inspections have been performed and construction on the site is complete the Homebuilder must contact the District for a site inspection to determine if disturbed areas of site are stabilized.

B. The following is a chronologically ordered schedule detailing the process to connect to the District's Water System for Commercial, Multi-Family, and Non-Single Family Residential Development:

- Schedule a meeting with the District to determine the specifics of the water connection plan.
- Submit to District Engineer a site development plan detailing location where connection to the District's System is proposed along with estimated flow data, proposed use and any further information the District Engineer requests at any time during the design and approval process. Submit any proposed upgrades/impacts to the District's System at this time.
- If there are no conflicts or deficiencies with the proposed water connection plan provided by the Developer then the District will issue a written approval of the plan.
- Once the plan has been approved, the Developer/Homebuilder must pay the District the review fee, tap fee, inspection fee, water impact fee, and deposit.
- If necessary the District will then construct any necessary upgrades/impacts to the District's Water System.
- Once construction is complete all construction costs including administrative costs will be billed to the Developer as system connection fees.
- After all fees have been paid, all required inspections have been performed and construction on the site is complete the Developer must contact the District for a site inspection to determine if construction is complete and the site is permanently stabilized. Once the District has considered site permanently stabilized, the District will install the meter.

Lazy Nine
Municipal Utility District No. 1B

Chapter 4

DISTRICT INSPECTIONS

SECTION 4.01 REQUIRED INSPECTIONS

A. All proposed plumbing construction will require District Plumbing Inspections.

B. These inspections and associated charges are for plumbing inspections (water and wastewater) only. Other inspections are required by the District in Chapters 2, 3, and 8 of these Rules.

C. The District will charge inspection fees as set forth in **Schedule A** of these Rules. Inspections will be performed by the District Representative according to the following schedule:

1. Plumbing Inspection for water, wastewater and gas lines and fixtures

- Rough-In Inspection;
- Customer Yard Service Line Inspections;
- Copper Inspection;
- Top Out Inspection;
- Final Inspection; and
- Irrigation Inspection (as needed).

2. Final site inspection as described in these Rules.

D. In addition, if an inspection fails a re-inspection fee per **Schedule A** will be charged.

E. If a Backflow Preventer is involved, the Backflow Preventer test per **Schedule A**.

F. Further construction shall not proceed until such time as the District's Representative has inspected and approved the construction as set forth herein.

G. Inspection Fees will be required for both the water and wastewater plumbing inspections.

SECTION 4.02 DISTRICT INSPECTIONS AND ADMINISTRATION

A. The District Developer and homebuilders shall reimburse the District for all the costs the District incurs for Inspection and Administration. Before construction is initiated, the applicant must post a fee with the District Operator as set forth in **Schedule A** of these Rules in the form of a check made payable to the District, or other form acceptable to the District

Representative to cover any expenses of the District in ensuring compliance with the State statutes and rules of the TCEQ. These inspection services will not substitute for daily routine inspection for compliance with the plans and specifications and will not culminate with an engineer's sealed letter of concurrence. The District's inspections and administration are solely for the purposes of processing pay estimates, change orders, etc., with the District's Board of Directors. Inspection and administration activities may be performed by either of or both the District Engineer and District Operator depending on the nature of the construction activity involved.

B. In the event that inspection and the inspection and administration services become excessive, for whatever reason, the applicant may be requested to post additional fees per **Schedule A**.

C. Applicants shall pay a Plumbing Inspection Fee (as set forth in **Schedule A**) to the District before construction is initiated and at the same time applicant posts fees required in Chapters 2, 3, and 7.

Lazy Nine
Municipal Utility District No. 1B

Chapter 5

WATER/WASTEWATER DEPOSITS AND OTHER DISTRICT REQUIREMENTS

SECTION 5.01 DEPOSITS & ADDITIONAL CHARGE REQUIREMENTS

A. The applicable service deposit as set forth in **Schedule A** of these Rules shall be received by the District before service is actually commenced to any property connected to the District's Water and Wastewater Systems. The Service deposit shall be eligible for transfer to another address within the District if the resident has excellent credit history with the District for three years and the resident will not have to post additional monies to meet current service deposit amounts. The service deposit shall be held in escrow to assure prompt payment of all charges for water and wastewater services to the property. The District at its option may apply all or any part of a customer's service deposit to the payment of all or any part of the delinquent account of a customer. Upon termination of service by a customer or upon delinquency, the deposit shall be applied against amounts due, including any disconnection fees, and the customer shall in addition pay any balance still owing to the District. Any unexpended or unobligated portion of a customer's service deposit remaining in the service deposit after the District's charges have been satisfied shall be refunded to him on application therefore following termination of services to the property. No interest will be allowed or paid on the service deposit.

B. The Homebuilder/Developer shall make deposits as set forth in **Schedule A** of these Rules for each connection he intends for both Water and Wastewater Systems within the District's service area up to a maximum of $10,000. At such time that a Homebuilder/Developer has purchased ten taps from the District, the District's Board of Directors may review the Homebuilder's/Developer's credit and payment history. After review, the District may at its sole discretion waive the requirement for a Homebuilder/Developer to post a deposit for any taps in excess of ten and may at its sole discretion return to the Homebuilder/Developer all deposits posted by Homebuilder/Developer and held by the District in excess of $2,000. The District Representative shall carefully monitor the building of all houses covered by the deposits to make sure that the sanitary sewer and water service connection at each such house has been inspected and approved prior to its being covered. In any instance in which this procedure is not followed, the District Representative shall require the Homebuilder/Developer to uncover the sanitary sewer or water service connection so that it may be inspected. Any cost to the District for additional inspections, damage to District's facilities or water meter vaults or other work resulting from a violation of this requirement or unpaid bills shall be deducted from the security deposits and the builder shall be billed for such amount as necessary to fully restore the required security deposits. The District Representative will not approve a water tap for any such Homebuilder/Developer until such Homebuilder's/Developer's security deposit has been reestablished at the full amount. A connection permit will be granted after inspection confirms that all requirements of these Rules and Regulations have been met. The District shall refund the

security deposit posted by a Homebuilder/Developer for each particular house or other building/facility at such time that the Homebuilder/Developer sells the house, building or other facility provided that all outstanding bills and charges for the house have been paid and provided that the amount of total deposits held by the District for the Homebuilder/Developer is at least $2,000 or the amount required by the first sentence of this paragraph, whichever is less, if the District had reduced the amount of deposits required of the Homebuilder/Developer pursuant to the second sentence of this paragraph. In no event shall the security deposit bear interest for the benefit of the Homebuilder/Developer.

C. In addition to the foregoing charges and any delinquent taxes or other charges owed to the District on or by the owner or occupant of the property to which a water or wastewater connection is to be made or to which water or wastewater service is to be provided shall be paid in advance before any connection or reconnection is actually made or the service is actually commenced.

D. Any non-routine charges incurred by the District in connection with any water tap, sewer tap and/or inspection shall be the responsibility of the applicant for such charges and shall be payable to the District upon demand.

E. An additional flat fee of $75.00 shall be charged to the applicant for any connection or reconnection (including taps) to the District's Water and Wastewater Systems performed after 4:00 p.m. Monday through Friday, or any time on a weekend or holiday, and shall be payable to the District upon demand.

SECTION 5.02 PROCEDURE FOR CONNECTION AND RECONNECTIONS (INCLUDING TAPS)

All connections and reconnections (including taps) to the District's Water and Wastewater Systems shall be made by and at the expense of the person requesting the service. The tap, the lead to a water or wastewater tap from the building or premises to receive service, and the connection to the building or premises shall not be covered in the ground until they have been inspected and approved by a District Representative as being in compliance with these Rules. Reference is specifically made to Chapter 6 of these Rules for construction and inspection procedures and requirements.

SECTION 5.03 MAINTENANCE OF AND RESTRICTIONS ON CONNECTION LINES

It shall be the responsibility of each user of either or both the Water and Wastewater Systems to maintain the water and wastewater lines leading from the points of connection on the District's Water and Wastewater Systems to the building or premises served. The wastewater line shall be maintained so as to prevent infiltration of water to or exfiltration of wastewater from the wastewater line. Gutters, drains, downspouts or other sources of rain and storm water shall not be connected to the plumbing or wastewater lines of the building or premises served.

SECTION 5.04 OUT-OF-DISTRICT UTILITY SERVICE OR ANNEXATION REQUESTS

Each application to the District for approval of a new out-of-district service area or annexation request filed pursuant to the District's policy relating to the same shall be accompanied by a filing fee per request as set forth in **Schedule A** of these Rules or $5.00 per acre, whichever is greater. Any costs to the District over and above the amount of said fee shall be the responsibility of the applicant and shall be payable to the District upon demand.

SECTION 5.05 OTHER UTILITIES

Prior to installing underground cables in the area of District water supply or sanitary sewer lines, a representative of utility companies shall meet with the District Representative to file such company's construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

Lazy Nine
Municipal Utility District No. 1B

Chapter 6

STANDARDS AND PROCEDURES FOR WATER AND WASTEWATER CONNECTION

SECTION 6.01 GENERAL CONSTRUCTION AND CONNECTION PROCEDURES

A. After a connection is made to either the District's Water or Wastewater Systems pursuant to permission granted by the District Representative, and before the connecting line and connections are covered or enclosed with dirt or any other material, a District Representative shall inspect the same to determine whether or not they have been properly installed in accordance with the requirements of this Chapter, the connection permit, and the District's Tap Administrative Guidelines. The District Representative shall also determine whether the bedding material to be used to cover or enclose the connecting line and connections are suitable under the standards required by this Chapter and the connection permit to insure the connecting line will operate and function properly and remain functional and operational after it is placed in use, under normal and usual operating conditions. The person to whom the permit is issued shall be responsible for covering or enclosing the connecting line and connection with proper materials authorized and approved by the District Representative.

B. The person making a tap or installing a service line shall backfill any cuts made in paved streets in accordance with City of Austin Standards. The cuts shall be filled with District-approved sand, road base and cement materials and compact the same to standard, acceptable densities as established by the District, and shall apply District approved paving material on top of the road base material in a manner acceptable to the District.

C. All water and wastewater connection lines and materials, except water meters, shall be furnished by the party installing the lines. Water meters shall be furnished by the District and shall remain the property of the District.

D. Where the service lines tie-in to the houses at the slab, the Rough-in Plumbers shall install their connection points with a minimum of 3.0 feet between them. They shall also set their connection points so that they are sitting at a depth of no less than ten (10) inches below the bottom of the slab or the existing natural ground, whichever is the greater depth.

SECTION 6.02 STANDARDS GOVERNING WATER SERVICE LINES AND CONNECTIONS

A. These Rules govern the installation of all water service connections with the water system serving the District. These regulations are intended as a supplement to the Uniform Plumbing Code.

B. Except as may be authorized pursuant to Chapter 3 of these Rules, only one service line connection to the District's water system is permitted for each single-family dwelling, and each single family dwelling unit shall have one water meter through which all water to the unit shall flow and be metered.

C. The following requirements apply to water connection facilities:

- Water pipe and fittings shall be of brass, copper, cast iron, galvanized steel, or other approved materials. PE, or PVC water pipe manufactured to recognized standards may be used for cold water distribution systems outside a building.
- Cast iron fittings up to and including two (2) inches in size shall be galvanized.
- All malleable iron water fittings shall be galvanized.
- Piping and tubing which has previously been used for any purpose other that for potable water systems shall not be used.
- Valves up to and including two (2) inches in size shall be of brass or other approved material. Sizes over two (2) inches may have cast iron or brass bodies. Each gate valve shall be a full-way type with working parts of non-corrosive material.
- The pressure relief valve to be installed for all new Customer Lines for single family residential lots shall be the Watts LFN55B-MI model, as shown in **Exhibit F**, or approved equivalent, as approved by the District.

SECTION 6.03 STANDARDS GOVERNING WASTEWATER SERVICE LINES AND CONNECTIONS

A. All water and wastewater service connections shall be installed in accordance with City of Austin, Texas Standards, Series 500, Pipe and Appurtenances No.'s 520S-1, 520S-1B, 520S-1B, 520S-2, 520S-3, 520S-3A, 520S-4, 520S-4A, 520S-6, 520S-7, 520S-8 and 520S-9 or as shown in **Exhibit B** of these Rules.

Lazy Nine
Municipal Utility District No. 1B

Chapter 7

BILLING

SECTION 7.01 WATER AND WASTEWATER SERVICE BILLING

A. Monthly rates for water and wastewater services are as set forth in **Schedule B** of these Rules. Charges for water and wastewater service shall be billed monthly. In the event that service is initiated on a day of the month other than at the beginning of the billing period, then such charge shall be prorated. The monthly utility bill will reflect the regulatory assessment fee collected by the District for payment to the Texas Commission on Environmental Quality. All bills shall be due when rendered and are delinquent unless received in the office of the District by 5:00 p.m. on the delinquency date specified on the bill.

B. Bills for sewer service shall be computed: (i) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January and February; or (ii) on the basis of the customer's current monthly water bill, whichever is less.

C. If a residential customer does not have an acceptable history of water usage during the preceding December, January and February, the customer's monthly sewer bill will be calculated based upon: (i) the customer's monthly water usage; or (ii) on the basis of 10,000 gallons water usage per month, whichever is less.

D. If a nonresidential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall: (i) be calculated based upon the customer's current monthly water usage; or (ii) be calculated by measuring the actual sewage volume, on a basis acceptable to the District, at the expense of the customer, and correlating such volumes to the schedule set forth below.

E. Anything herein to the contrary notwithstanding, no charge for wastewater service shall be made based on water used as a result of a Special Connection authorized pursuant to the Rules.

F. Electricity for operation of the District Grinder Pump will be paid for by the Homeowner.

SECTION 7.02 FIRE LINE, IRRIGATION, AND SPECIAL WATER CONNECTIONS

A. Permanent connections to the District's Water System to provide water for facilities specifically design for fire-protection of particular buildings in the District, for irrigation, and for any other special purposes approved by the District Representative (hereafter a "Special

Connection") may be made under the same procedures, requirements and charges specified in Chapters 3, 4, 5, 6, and 7 of these Rules for regular water connections, except as those procedures, requirements and charges may be modified or supplemented by this Section 7.02. A person who received or is provided a water supply, water service or wastewater service from any person or source by any means (including by way of example only, a private water well for water supply or a septic tank for sanitary disposal) other than through the District's water and wastewater system, is not eligible to make or maintain a Special Connection to the District's water system. However, it is not necessary, for a person to be eligible to make a Special Connection, that he take wastewater service or regular water service, or both from the District.

B. The following additional rules apply to temporary connections for fire-fighting and fire protection purposes.

1. Temporary fire line connections, such as for fire hoses, for combating active fires in the district may be made at any surface flushing-valve or fire hydrant of the District, as the exigencies of the matter may require, without prior notification to or approval of the District. However, after such a connection is made, notice shall be given to the District as promptly as possible. The person or persons making the temporary fire line connections shall inform the District of the amount of time water was used through the temporary connection and the estimated amount of water used.

2. No meter shall be required or provided by the District for a temporary fire line connection. The amount of the water used through a fire line connection for firefighting shall be determined by a District Representative on the basis of information and data reasonably available to him. In the absence of fraud, capriciousness, or grossly arbitrary action on his part, the determination of the District Representative shall be final. The charge for the water shall be based on the rate specified in **Schedule B** of these Rules.

C. A late charge of ten percent (10%) of the unpaid balance of any bill issued pursuant to this section that is delinquent shall be accessed and billed for each month the delinquent amount remains unpaid. This is a penalty fee for late payment and is not "interest."

SECTION 7.03 UNAUTHORIZED USE OF WATER AND WASTEWATER SYSTEMS

A. It is a violation of these Rules to:

1. Use water from the District's Water System other than:

- through an authorized tap for which necessary fees, deposits and other charges have been paid;
- through a temporary water connection as authorized by these Rules; or
- through a fire line connection as authorized by these Rules; or
- on the premises for which the tap was originally made.

2. Discharge waste to the District's Wastewater System:

   - through an authorized tap for which necessary connection fees, deposits and other charges have been paid; or
   - generated on the premises other than that for which the tap was originally made.

3. If permission and written approval is obtained from a District Representative, it shall not be a violation to discharge waste to the District's Wastewater System through a different building or different form than the tap was originally made.

B. Any person who violates this Section shall pay for the water and wastewater service on the basis of three (3) times the rate specified in **Schedule B** of these Rules, plus all costs incurred by the District, its officers, Directors, employees, agents, and attorneys, in enforcing this provision and repairing any damage or injury which may be caused to the water system or wastewater system as a result of the unauthorized use. Alternatively, any person who violates this Section shall pay for the water and wastewater service on the basis of three (3) times the specified in **Schedule B** of these Rules plus a one-time charge of $1,500 to cover the costs of the District. The amount of water used or the wastewater service charge shall be determined by a District Representative on the basis of information and data reasonably available to him. In the absence of fraud, capriciousness or grossly arbitrary action on his part, the determination of the District Representative shall be final.

SECTION 7.04 TERMINATION AND RESTORATION OF SERVICES

A. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount remains unpaid. If a bill remains delinquent for fifteen (15) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class or via a door hanger, at the discretion of the District. Once the notice of termination has been sent to a customer, payment of the amount due must be in the form of cash, cashier's check, or money order only. No personal checks will be accepted. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service. The notice shall state the date upon which service shall be terminated, which date shall not be less than ten (10) days from the date the notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's Representative, whose telephone number shall be provided in the notice. The notice shall also contain a notification of the customer's right to request a hearing prior to termination of services. In the event the customer contacts the District's Representative, the District Representative may, at his or her discretion, allow the customer to make arrangements to pay the delinquent account in installments to be approved by the District Representative. After termination of service, payment by the customer of the delinquent amounts due and reconnection charges shall be payable only by cash, money order, or cashier's check. No personal checks will be accepted. In addition, a person who pays a bill with a check or draft that is not honored by the drawee shall be charged the amount specified in **Schedule A** of these Rules.

B. A customer receiving water or wastewater service, or both services, from the District for his property who fails to comply with any of the provisions of these Rules, or to pay when due all fees, deposits and other charges owed to the District under these Rules, all taxes due to the District for more than six months [Sec. 54.204(c), Texas Water Code], or any other charges owed to the District, is in breach of contract for service, and the District may, after notice and reasonable opportunity for hearing terminate all District service to the property in question (hereafter referred to as the "delinquent property"), and also to any other properties for which the customer is the customer of record until any such breach is remedied.

C. Notice of hearing delivered via door hanger delivered via door hanger shall be given to the customer being billed for service to the delinquent property at his address as shown in the records of the District or at a more current address if the administrative office of the District has actual knowledge of a more current address. If the occupant of the property is other than the customer, notice shall also be given to the occupant at the address of the delinquent property.

D. The matter shall be heard by the District's Representative. The District's Representative may authorize and direct the termination of water or wastewater service, or both, to the delinquent property on such terms and conditions as he in his judgment deems appropriate; may establish a deferred payment schedule for the delinquent amount, subject to termination if the schedule is not observed; or may take any other action that is reasonable under all of the circumstances. The decision shall be publicly announced by the District's Representative at the conclusion of the hearing and before it is closed. A customer aggrieved by the action of the District's Representative may appeal to the Board of Directors of the District. Written notice of appeal shall be given to the Board of Directors by delivery of the notice to the office of the District within five (5) days after the date which the District Representative conducts the hearing. The amount owed to the District may be paid under protest, in which event it shall be held in escrow pending the outcome of the appeal, at which time it shall be disbursed in accordance with the decision of the Board of Directors.

E. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorney's fees.

F. The District further reserves the right to charge a customer paying a bill with a check which is dishonored a fee as set forth in **Schedule A** of these Rules.

G. If service to a property is terminated by the District for any cause other than as provided in paragraph (H), below, a service charge and the additional service deposit as set forth in **Schedule A** of the Rules shall be paid before service is restored to the property. Restoration of service may be performed only by a District Representative. If the service is restored by someone other than the District's Representative before all charges related to the termination of the service are paid or arrangements for the payment thereof satisfactory to the District's Representative has been made, a tampering penalty as set forth in **Schedule A** of these rules shall be paid before service is restored to the property. In addition, the District may physically sever the service connection, including removal of the water meter at the delinquent property.

H. The District may temporarily terminate water service to a property at the request of the customer, provided that in cases where the customer does not occupy the property, the request must be made by both the customer and the occupant of the property. The fee for temporarily terminating water service and subsequently restoring the water service shall be as provided in **Schedule A** of these Rules.

SECTION 7.05 ACCESS LICENSE

Before service is begun to any property or, after termination of the service for any cause, before service is renewed, the person requesting such service shall grant a blanket access license via the Utility Service Application to the District across the entire property of ingress and egress for all District owned and/or maintained water, wastewater, and water quality facilities for such maintenance and repair as the District Representative, in his judgment, may deem necessary.

SECTION 7.06 NO FREE SERVICE

No free service shall be granted to any user for service provided by or through the District's Water and Wastewater Systems, whether such user be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water and wastewater service shall be made as required herein.

SECTION 7.07 REQUIRED SERVICE

Except as authorized in Sections 3.05 (fire hydrant and temporary connections) of these Rules, no service shall be provided by or through the District's Water and Wastewater Systems unless the user agrees to take both the water and wastewater services from the District.

SECTION 7.08 NON-DOMESTIC WASTE (INCLUDING SWIMMING POOL WATER)

A. If any person desires to discharge Non-Domestic Waste (including water from swimming pools) into the District's Wastewater System, he shall first obtain approval of the District or the District's Representative. If the District or the District Representative agrees to permit the discharge, he shall establish rates and charges to provide for an equitable assessment of costs whereby rates and charges for discharges of Non-Domestic Waste. The rates and charges shall provide an equitable system recovery which is sufficient to produce revenues, in proportion to the percentage of Non-Domestic Waste to be treated relative to the total waste load to be treated by the District, so as to provide for the operation and maintenance of the treatment works, for the amortization of the District's indebtedness for the cost of the District's waste collection and treatment works, and for such additional costs as may be necessary to provide adequate treatment to meet the waste discharge requirements applicable to the District on a continuing basis.

B. If in the opinion of the District Engineer pretreatment of any Non-Domestic Waste is necessary to prevent harm to the District's waste collection and treatment works or to prevent interference with their proper and efficient operation and maintenance, the District or the District Representative shall require pretreatment as recommended by the District Engineer as a

precondition to the receipt and treatment of such Non-Domestic Waste in the District's wastewater facilities. If the District Engineer recommends against accepting the Non-Domestic Waste in the District's wastewater facilities under any condition, the District or the District Representative shall deny the request to the District to receive and treat such Non-Domestic Waste.

SECTION 7.09 NON-RESIDENTIAL WASTE

The procedures, methodology, and fees for approval of water and wastewater permits for commercial and other non-residential customers in the District shall be established by the District Representative on a case-by-case basis.

SECTION 7.10 TRANSFER OF SERVICE

In the event service at an address is to be transferred from one customer to another customer name there shall be assessed a Transfer Fee to the new customer as set forth in **Schedule A** of these Rules.

SECTION 7.11 RE-READING OF WATER METER UPON CUSTOMER REQUEST

Upon written request of any customer, the District shall take a reading of the customer's water meter for comparison with the reading shown on the customer's most recent bill for purposes of resolving the customer's questions regarding the accuracy of the reading on the bill. In the event that the reading of the meter on the customer's bill is determined to be accurate the customer shall pay a re-read charge as set forth in **Schedule A** of these Rules. In the event a re-read of the customer's water meter indicates the prior reading was in error there shall be no charge to the customer for this service.

SECTION 7.12 METER TESTING UPON CUSTOMER REQUEST

Upon written request of any customer, the District shall flow test a meter to resolve disputes of high consumption. The flow test involves metering the water from a house connection and removing the water meter and metering water at the tap connection. If the meter is found to be malfunctioning, there shall be no charge to the customer for this service. If, however, the meter is not malfunctioning, the customer shall pay a meter test fee as set forth in **Schedule A** of these Rules.

SECTION 7.13 CALIBRATION OF WATER METER UPON CUSTOMER REQUEST

Upon written request of any customer, the District shall remove the water meter for calibration. Cost of performing this service shall be charged to the appropriate party as follows:

1. In the event that a meter is determined to be improperly calibrated upon testing, the meter shall be replaced with no charge to the customer and an adjustment shall be made to the customer's account.

2. In the event that a meter is determined to be accurately calibrated within a range of 97% to 103%, the District shall charge the customer whose meter was removed all cost of removal, testing, and reinstallation.

SECTION 7.14 GRINDER PUMP REPAIRS/REPLACEMENTS

A. The District is responsible for the proper operation of the grinder pump connected to the customer's wastewater service line. Customer shall ensure that the quality of wastewater discharged into the grinder pump does not damage the grinder pump. Customer shall ensure that only biodegradable items are discharges into the grinder pump. In the event of a wastewater line or pump blockage, customer is expected to contact the District Representative and stop further wastewater use. Customer is expected to realize that continued use will likely result in further damage, which would be the liability of the Customer, not the District. Customer, all of which shall be determined by the District Representative. If the new grinder pump is required, which shall be determined by the District Representative, then Customer shall pay the Sanitary Sewer Installation Fee associated with such installation as shown in **Schedule A** of these Rules. The District is not responsible or liable for damage to landscaping and is not required to restore landscaping after performing a grinder pump repair or replacement.

SECTION 7.15 WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY SURCHARGE

A. From time to time, the West Travis County Public Utility Agency (the "WPUA") assesses surcharges, including surcharges related to drought, on its retail and wholesale water customers, of which the District is one. If the WPUA assesses a surcharge, then each user of District water for any purpose (whether builder, single family residential, commercial, or any other type of user), shall be charged, in addition to the water rates set forth in **Schedule A** of these Rules, a separate amount equal to the WPUA surcharge.

SECTION 7.16 BILLING AND SERVICE DURING EXTREME WEATHER EMERGENCY

A. Notwithstanding any provisions of this Rate Order to the contrary, a User or entity may not be charged late fees nor have service disconnected for nonpayment of a bill that becomes due during an extreme weather emergency until after the emergency is over. A User or entity may submit to the District a written request for a payment plan for any unpaid bill that becomes due during an extreme weather emergency. For purposes of this paragraph, "extreme weather emergency" means a period when the previous day's highest temperature did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports.

Lazy Nine
Municipal Utility District No. 1B

Chapter 8

EROSION AND SEDIMENTATION CONTROL

SECTION 8.01 GENERAL EROSION AND SEDIMENTATION CONTROL GUIDELINES

A. All Developers, Homebuilders, and/or anyone proposing to construct or disturb permanently stabilized earth shall be required to submit and receive approval from the District for an Erosion and Sedimentation Control Plan ("E&S Plan"). The submittal and approval process must take place prior to the commencement of any construction activity or site disturbance. The approved plans will then be submitted to the District's Erosion and Sedimentation Control Manager for implementation. The District has engaged a master Erosion and Sedimentation Control Manager who will be responsible for the design, permitting, installation, and maintenance of temporary erosion and sedimentation controls to be utilized during the construction phase of subdivision infrastructure, home building, and any other construction that may occur within the District.

The District Developers and other developers of subdivision infrastructure within the District will contract directly with the District Erosion and sedimentation Control Manager for the installation and maintenance of temporary erosion and sedimentation controls based on construction plans approved by Travis County, LCRA, TCEQ, and any other agency with regulatory authority over storm water quality control during the construction phase of projects. Installation or construction of permanent water quality controls such as detention/retention ponds and structures engineered vegetative filter strips, rain gardens, re-irrigation systems, and creek setbacks will be performed by the Developer's general contractor. Such work will be inspected by both the District Engineer and District Erosion and Sedimentation Control Manager prior to acceptance by the District for operation and maintenance and ultimate ownership of the facilities. The Developer shall have the sole responsibility for obtaining approvals, releases and final acceptance from Travis County, LCRA, TCEQ, and/or any other governmental agency which exerts statutory regulatory authority over the project.

B. In addition to District permitting, a Developer, Homebuilder, and/or anyone proposing to construct or disturb permanently stabilized earth shall be required to obtain necessary permits from all other entities with jurisdictional authority. This includes but is not limited to the LCRA, Travis County, and the TCEQ.

C. In general, to achieve District approval of an E&S Plan, it will need to comply with the rules and requirements set forth LCRA Highland Lakes Ordinance, LCRA Water Quality Management Technical Manual, and any additional rules as outlined in this Chapter.

D. The Developers or Homebuilders of Commercial and Multi-Family Lots must retain an independent E&S inspector.

E. Rim Lots in the District will also be subject to additional requirements in order to be in compliance with the District's LCRA Development Permits.

SECTION 8.02 EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS

A. A pre-submittal meeting shall be required for all proposed construction on Estate Lots, Commercial, Multi-Family, and other Non-Single Family Residential Lots or tracts. It is the responsibility of the Developers, Homebuilders and/or anyone proposing to construct or disturb permanently stabilized earth (applicant) to contact the District in order to set up the pre-submittal meeting. This meeting shall address questions and concerns and discuss requirements for erosion and sedimentation controls required by the District. The meeting shall also address other pertinent permits and approvals necessary to meet other jurisdictional authority requirements, which shall be the sole responsibility of the applicant to obtain.

B. Prior to the commencement of any development activity, construction or any manner of site disturbance involving the removal, replacement, addition, disturbance, or relocation of soil or debris, the person intending to commence such activity shall be required to submit an E&S Plan to the District Engineer and district Erosion and Sedimentation Control Manager for review and approval. The erosion control plan shall depict the following:

- Lot boundaries;
- All adjacent lots;
- all easements and setbacks;
- street and Right-of-Way adjacent to property;
- all existing improvements (existing improvements should be shaded when compared to proposed improvements);
- the locations and dimensions of all proposed improvements (utility improvements should be faded when compared with other proposed improvements);
- all staging and spoils areas including dumpster locations;
- the locations, types and sequencing of all erosion and sedimentation control devices;
- all proposed tree protection during the development or construction period;
- all drainage improvements necessary to provide for detention, filtration, sediment-removal, channelization and/or disposal of flood-water, storm water, and runoff from and across the property;
- Existing and proposed contours; and
- The plan for restoration and/or revegetation of the site.

All plan submissions must have the completed E&S Plan Application and must identify the representative of the applicant who is to serve as contact person with regard to the development or construction.

C. All plan submissions must include detailed plan sheets demonstrating the methods to be used to control erosion during both the development and vertical construction periods. District approval of an E&S Plan is approval solely of the District and in no way represents approval or compliance of the project in regards to any other entity with jurisdictional authority.

D. Proposed construction on each Single-Family Residential Lot will require notification to the LCRA. The District will provide the necessary notification to the LCRA in accordance with the Highland Lakes Ordinance.

E. Proposed construction on all lots or tract that are not Single-Family Residential Lots will need to submit all necessary permits obtained from other entities with jurisdictional authority as determined in Section 8.01.A of these Rules.

F. The following is a checklist of Erosion & Sedimentation Control Plan submittal requirements:

- E&S Plan Application;
- E&S Plan Fees and Deposits; and
- E&S Plan depicting the boundaries of the lot to be permitted, Legal Description, all proposed improvements, all temporary and permanent erosion and sedimentation controls, spoils areas, dumpster location and type, and any other pertinent information. See Section 8.02.B of these Rules.

This checklist outlines general guidelines for the approval of an E&S Plan. The District reserves the right to request additional information not listed above prior to issuing plan approval.

G. Prior to submittal of an Erosion and Sedimentation Control Plan the applicant must contact the District Engineer to determine and review the District's grading plan for the lot being permitted. The District will provide the grading plan in a paper copy and an electronic copy in pdf format. Proposed final grading on each lot must match the District's grading plan in order to receive approval of the E&S Plan. The applicant may propose a new grading plan. The new grading plan must be included in the E&S Plan and submitted to the District Engineer for approval. If final grading on a lot does not match the District grading plan or a grading plan approved by the District, the project will not receive final approval.

H. After the District provides written approval of an E&S Plan the District's Erosion & Sedimentation Control Manager will install the temporary erosion and sedimentation controls, one time for the fee stipulated. Once the temporary erosion and sedimentation controls are in place the applicant must schedule a pre-construction conference with the District. The District will review the E&S control maintenance requirements and procedures with the applicant and jointly inspect the temporary facilities installed by the District. Upon acknowledgement that the

temporary E&S Controls have been installed appropriately a Building Permit will be issued. No construction activity will occur within the District, with the exception of approved installation of temporary erosion and sedimentation controls, until a Construction Permit is issued. It shall be a violation of these rules for any person to begin construction activity or engage in any manner of site disturbance without first obtaining the required approvals.

I. All temporary erosion and sedimentation controls in the approved Erosion and Sedimentation Control Plan and installed by the District must remain in place unless the District provides written authorization stating otherwise. To receive final approval of the project the applicant must demonstrate that all permanent erosion controls are in place, the site and structure construction have been completed, permanent soil stabilization has been achieved, all construction debris and refuse has been removed and lot grading matches the approved grading submitted in the E&S Plan. It is the responsibility of the applicant to notify the District once the requirements of the E&S plan have been achieved. The District will then send out a representative within five (5) working days to inspect the site and issue a written Notice of Acceptance or Notice of Denial. If a Notice of Denial is issued a site punch-list identifying the deficiencies will be issued as well. A Notice of Acceptance issued under the requirements of this rule is solely for the purpose of erosion and sedimentation control. Once a Notice of Acceptance has been issued by the District, the Developer will have ten (10) working days to remove the remaining temporary erosion and sedimentation controls and achieve permanent soil stabilization in the areas disturbed by the removal of the temporary controls. If permanent soil stabilization is not achieved within the time frame allowed, the Developer will be considered in violation of this rule. Once all remaining areas of the project are stabilized the District will consider the project complete and provide written notification to the applicant.

J. This section applies only to lots that require a permanent rain garden within the lot as part of the Districts overall water quality management plan. Rim Lots or other lots or tracts within the District may require rain gardens on the lot in order to comply with District permits issued from the LCRA. Lots requiring rain gardens within the lot will be identified in the District's grading plan to be provided to applicant per Section 8.02.G of these Rules. When a rain garden is required on a lot the final grading, revegetation and planting of the rain garden will be the responsibility of the applicant. Removal of accumulated sediment and final grading of the rain garden will occur simultaneously with the final grading for the remainder of the lot. Final grading of the rain garden must match the District's grading plans. Revegetation and planting of the rain garden will occur simultaneously as the revegetation of the remainder of the lot. Approved revegetation measures and planting schedules shall be provided by the District Engineer. All costs associated with the grading, revegetation, and planting of the rain gardens will be the responsibility of the applicant. General details regarding rain garden construction can be found in **Appendix B** of these Rules.

K. District shall not permit a permanent water tap connection to the District's Water System until a project is considered complete. Notification of project completion does not relieve or otherwise release the Developer of other rules and responsibilities outlined by other sections of these Rules. A permanent water tap connection will only be allowed once all Rules have been

satisfied. The appropriate Architectural Control Committee shall not approve the project if the District has not provided written notice to the Developer that the project is considered complete.

L. District shall not permit a permanent wastewater tap connection to the District's Wastewater System until a project is considered complete. Notification of project completion does not relieve or otherwise release the Developer of other rules and responsibilities outlined by other sections of these Rules. A permanent water tap connection will only be allowed once all Rules have been satisfied. The appropriate Architectural Control Committee shall not approve the project if the District has not provided written notice to the Developer that the project is considered complete.

M. **Exhibits C** and **D** depict examples of the required scaled drawing for the E&S plans without and with rain gardens, respectively.

SECTION 8.03 FEES AND DEPOSITS

A. Prior to commencement of any construction activity on a Single-Family Residential Lot, each applicant within the District shall deposit to the District funds in the amount shown in **Schedule A** per lot for every lot with proposed construction activity, of the total deposit per builder per Village will not exceed the amount for five (5) lots.

B. Prior to commencement of any construction activity on a Single-Family Residential Lot, each Applicant within the District shall make payment to the District for the entire amount necessary to install all temporary E&S controls and shall pay to the District submittal review fees. Each applicant shall deposit fiscal surety with the District in one of the following manners:

1. Fiscal Security per the requirement of Section 8.03.B.1 may be posted with a separate entity with jurisdictional authority over the proposed construction. The applicant shall provide the District with a copy of financial security instrument posted with the other authority, and a letter from the entity holding fiscal security stating that no amount of fiscal security will be reduced or released without District concurrence.

2. The submittal review fees shall be based on a rate as shown in **Schedule A** per hour of review time spent; of an amount not to exceed $10,000 or 5% of total construction costs, whichever is greater. The District will notify the applicant of the required review fee amount once approval of the E&S Plan has been granted by the District.

C. The District may use the deposited funds to pay the following costs:

- costs of any repairs to or cleanup of the District's property, including repairs to storm sewer lines, repairs to any erosion and sedimentation control facilities or water quality ponds, or trash collection necessitated by the applicant or his authorized agent's negligence;

- the payment of any fines or penalties levied by the District against the Developer for violation of the District's Rules, orders, or resolutions; and
- the cost of any inspections of the construction site.

D. In the event that the applicant fails to maintain erosion and sedimentation controls on a lot individually or all lots collectively, the District reserves the right to issue a stop work order for any lot until it is in compliance as determined by the District at its sole discretion. A stop work order may also be issued by the District if at any time additional work performed by the District, as required by Section 8.03.C, is needed. Any costs to the District associated with this work will be charged directly to applicant for the amount necessary to perform the work. The applicant work on the site will not be able to recommence until the amounts required to correct the violation are paid in full to the District by the applicant.

E. Prior to the commencement or re-commencement of any construction activities all fees, deposits and inspection fees (see Section 8.06 of these Rules) must be paid in full.

SECTION 8.04 DEBRIS, REFUSE, AND EROSION/SEDIMENTATION CONTROL

A. The applicant, the owner, and all other persons performing construction activities on the site are prohibited from dumping, disposing, or leaving any materials unsecured upon any property within the District. The applicant must maintain on-site a construction dumpster or other sufficient, secure container for the disposal of refuse acceptable to the District's Representative. The applicant must maintain the dumpster on-site or in a location convenient to the construction activity at all times during any construction activity on property within the District. The applicant must place all construction debris, litter, and other refuse within the dumpster. No person may place or dispose of any concrete on any property within the District except as a part of approved structural placements. All concrete from the washout of delivery trucks or equipment and all waste concrete is hereby declared construction debris, and the applicant must confine all construction debris by use of appropriate control and disposal devices.

B. The applicant violates these Rules if the applicant causes or allows, even through negligence, any trash, debris, or foreign material to be placed, deposited, or discharged into or onto any property, easement, or facility within the District and/or does not maintain the erosion and sedimentation controls in good working order. The District hereby declares each applicant responsible for every contractor and subcontractor working on the project site and the applicant must ensure the contractors and subcontractor's compliance with these Rules. If construction debris exits the site it is permitted for, except by an appropriate means(i.e. dump truck, waste management truck, etc.), then the applicant will be required to take corrective action immediately to properly clean up and dispose of the debris.

C. Upon completion of construction or development, the applicant must remove from the site all containers, construction debris, rubbish, and temporary erosion and sedimentation control materials or devices from the site, and the applicant must repair at its own expense any damage to the District's easements, drainage systems, or facilities. Neither the District nor the

appropriate architectural control committee shall consider any project complete or accepted until the applicant has completed all required restoration and revegetation, removed all non-permanent erosion and sedimentation controls in manner deemed appropriate by the District, and the appropriate architectural control committee has issued a certificate of occupancy to the owner.

D. The applicant violates these Rules if any person causes or allows another to place, deposit or discharge any human excreta into or onto any property, or facility within the District other than as described in Section 341.014 of the Texas Health & Safety Code. The applicant is responsible for its contractor and subcontractor's compliance with these Rules at all times. This requirement includes, without limitation, the open space greenbelt areas within the District.

SECTION 8.05 PROTECTION OF DRAINAGE AND WATER QUALITY SYSTEMS

A. The applicant shall protect the District's drainage and water quality systems; including all drainage easements, channels, storm sewer facilities, detention/water quality ponds, and all other facilities owned, maintained, or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or run off; from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District through protection of the State's water resources.

B. The applicant is prohibited from placing, throwing, disposing of, depositing, discharging, allowing to migrate any foreign materials or debris, including motor oil, grass, leaves or tree clippings, trash, construction debris or silt, into the District's drainage systems. Any violation of this rule is subject to fines, as well as the cost to repair any resulting damage to the District's systems.

SECTION 8.06 INSPECTION OF EROSION AND SEDIMENTATION CONTROLS

A. All E&S control devices must be maintained in place and in good working condition at all times and will be subject to periodic inspection by the District. If any E&S control device is determined to have been improperly protected, damaged or to have failed due to damage by applicant, the District will provide notice to the applicant's designated representative, specifying the location and damage or failure, and the District E&S Control Manager will at applicant's cost replace or repair the defective device.

B. Any water quality facility that is to be constructed as part of the construction activity within the District must be initiated prior to any other development activity or construction being commenced on the building site. Construction of such water quality facility is considered initiated at the time it can adequately act as a sediment trap for construction runoff. All required erosion controls must be installed by the District E&S Control Manager before the initiation of any site development or construction activity. The District will charge an initial erosion control inspection fee as set forth in **Schedule A** of these Rules. No service will be provided to, and no taps will be sold for a site until all required permanent erosion control devices are completed as observed by the District Engineer.

C. Modifications of the approved plans may be made in the field if the District's Engineer or District's E&S Control Manager determines that the controls are inappropriate or inadequate, or if the modifications are necessary to reflect the progression of the construction on a lot.

D. In the event that the District Representative has determined that any person has undertaken site disturbance as set forth above without having first completed installation of required erosion controls, the operator shall notify the person of the violation and shall direct the person to cease activities on the site until required E&S controls are in place.

SECTION 8.07 PENALTY AND ENFORCEMENT

A. Prior to formal enforcement, the District shall provide notice in writing, via hand-delivery, certified mail, or electronic format such as E-mail to the applicant or his authorized agent. The applicant must achieve compliance within three (3) working days of receipt of notice of violation, after which the District may commence enforcement action.

B. The applicant shall notify the District's Representative in writing, via hand-delivery, certified mail, or electronic format such as e-mail upon correction of the violation and/or completion of all construction at the construction site. The District's Representative must review the site within three (3) days of receipt of notice of correction. The penalty clock on a violation is stopped only when the District's Representative issues a certificate of compliance.

C. Any person who violates any provision of this Chapter is subject to a fine in an amount of up to $1,500 per offense. If applicable a stop work order will be issued. Each day of Violation constitutes a separate offense. In addition, the offending party is liable to the District for any costs incurred by the District in connection with any repairs or corrections necessitated by the violation.

D. If the District incurs any expense in order to repair any District owned facility or to repair any temporary or permanent E&S control, then the applicant will be required to reimburse the District for all such costs.

E. If a stop work order is issued, no personnel will be allowed on the site in violation with the exception of persons taking corrective action in regards to the violation.

F. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and be subject to the appropriate fine, imprisonment, or both.

G. The District's attorney is authorized to pursue all judicial remedies available to the District including filing complaints in the court of appropriate jurisdiction to enforce the provisions of this ordinance.

H. A water tap will not be granted unless all requirements of these Rules are met, all fines are paid in full and all deposits and fiscal security held in escrow are returned to their full amounts.

Lazy Nine
Municipal Utility District No. 1B

Chapter 9

NO TRESPASS POLICY

SECTION 9.01 DEFINITION OF TRESPASS

A. This policy is created for the safety and welfare of the public and to prevent interference with the proper operation of the District plants, facilities and equipment, no public access shall be allowed upon or within those District water, wastewater, and drainage facilities more particularly described on **Exhibit E** attached hereto (collectively referred to hereinafter as "District Facilities").

B. A person commits an offense if he enters or remains at or within District Facilities without consent of the District and he:

1. had notice that the entry was forbidden; or

2. received notice to depart but failed to do so.

C. For the purposes of this section:

1. "Entry" means the intrusion of the entire body.

2. "Notice" means:

- oral or written communication by the District or someone with apparent authority to act for the District;
- fencing or other enclosure obviously designed to exclude intruders;
- a sign or signs posted on the property or at the entrance to the building, reasonably likely to come to the attention of intruders, indicating that entry is forbidden;
- the placement of identifying purple paint marks on trees or posts on the property, provided that the marks are:

    (1) vertical lines of not less than eight inches in length and not less that one inch in width;
    (2) placed so that the bottom of the mark is not less than three feet from the ground or more that five feet from the ground; and
    (3) placed at locations that are readily visible to any person approaching the property and no more than:
        (a) 100 feet apart on forest land; or
        (b) 1,000 feet apart on land other than forest land

SECTION 9.02 PENALTIES FOR VIOLATIONS

A. Any violation of this rule shall be treated as criminal trespass as defined by Section 30.05 of the Texas Penal Code and shall be prosecuted to the fullest extent permitted by the laws of the State of Texas.

B. In addition to any penalty provided by the laws of the State of Texas, any person violating these Rules will be subject to a District penalty of $2,000.00 per violation.

Lazy Nine
Municipal Utility District No. 1B

Chapter 10

PARK & GREEN SPACE RULES AND REGULATIONS

SECTION 10.01 POLICIES

A. Park&Green Space hours are 7:00 a.m. to Sunset – Central Time, except where otherwise posted.

B. Children under the age of eight (8) years are to be accompanied by an adult at all times. Adults should accompany children to and from the parks or green spaces.

C. Alcoholic beverages may be consumed, but public intoxication is prohibited.

D. Glass beverage containers are prohibited.

E. No open flames or fires are allowed.

F. Motor vehicles and equipment are to be used only on public roadways or parking areas.

G. Parking in District Parks and Green Space or associated parking lots must be in accordance with the use of the park/green space during authorized hours. The District may have a vehicle towed at the expense of the owner if the vehicle is parked in violation of these rules.

H. Commercial advertising on the District's signs and/or property is prohibited.

I. Activities that cause or are likely to cause destruction, damage or defacement to the parks/green space and/or associated facilities are prohibited.

J. Hurling, throwing, discharging, firing, or propelling by any means any missile is prohibited. This rule applies to, but is not limited to, golfing activity, firearms, pellet guns, air guns, fireworks, slingshots, bow and arrows, blowguns, throwing stones, darts, knives, spears, and javelins. This rule does not apply to balls, Frisbees, and other similar athletic objects.

K. Disruptive or hazardous conduct or behavior that interferes with other park/green space patrons' enjoyment of the park is prohibited. Patrons who engage in such behavior may be warned and asked to stop such conduct immediately by District representatives. Under circumstances where a patron's conduct is unlawful, or poses an imminent threat of injury or prevents the public enjoyment of the park, green space, or wildlife preserve or facility, law enforcement officers or authorized District representatives may eject such patrons by any reasonable means, including arrest.

L. Any noise which is broadcast, or caused to be broadcast beyond the immediate proximity of the area of the Park which the patron broadcasting the noise is using, whether by shouting or singing, by using a radio, phonograph, television, or musical instrument, or by operating mechanical or electronic equipment is prohibited.

SECTION 10.02 VIOLATIONS AND ENFORCEMENT OF RULES

A. The District may use the Travis County Sheriff's Department if necessary to enforce these Park/Green Space Rules and Regulations ("Park&Green Space Rules").

B. Violations of the Park&Green Space Rules may make the person or organization ineligible for future use of all facilities. Law enforcement officers, the Park Manager, if one has been engaged by the District and/or an authorized representative of the District are authorized to enforce the provisions of the Park&Green Space Rules. Law enforcement officers are authorized to make arrests when necessary to prevent any violation of this order. Any person who violates the Park&Green Space Rules is guilty of a misdemeanor and subject to a penalty in an amount up to the jurisdiction of a Justice Court for each violation. The District's Rules regarding appeals and violations (Chapter 11), also apply to the provisions of Chapter 10.

C. Damage to public and private property is a crime. Person's causing damage to District property will be prosecuted to the fullest extent of the law. To report such activities please call the Travis County Sheriff's office at (512) 854-9770. For emergency calls only dial 911.

Lazy Nine
Municipal Utility District No. 1B

Chapter 11

DISTRICT CONTRACTS

SECTION 11.01 GENERAL

A. The District may contract with a person or any public or private entity for various identified activities and may also contract with any person in the performance of any purpose or function permitted by the District. To the extent that such contracts do not provide for the contracting party to pay the District for making any required payments to the District on a timely basis, the District herby requires than any person who contracts with the District and fails to make timely payments under the contract to the District will be assessed the sum of ten percent (10%) per year until the payment is made.

SECTION 11.02 SOLID WASTE MANAGEMENT

A. The District will contract directly with a solid waste management firm on behalf of all utility customers within the District. Charges and fees for the solid waste management services will be included on the monthly water and wastewater utility service bill. The District will coordinate pick-up days with the service provider in an effort to minimize the amount of time and/or number of days that service vehicles will be traversing streets within the District. No resident or customer within the District is allowed or authorized to independently contract for solid waste services from either the District's service provider or an independent, third party service provider. The service provider will determine the types and sizes of receptacles to be provided to the customers.

Lazy Nine
Municipal Utility District No. 1B

Chapter 12

APPEALS, VIOLATIONS AND FINES

SECTION 12.01 APPEALS TO THE BOARD

A. Any person aggrieved by the action of the District Representative in administering the provisions of these Rules may appeal to the Board of Directors of the District. The decision of the Board of Directors shall be final.

SECTION 12.02 VIOLATIONS

A. It is considered a violation of these Rules if any part of these Rules is not complied with, or if the District Representative deems an action not specifically mentioned in these Rules to be a violation.

B. Any person who violates these Rules shall be fined as set forth in **Schedule A** of these Rules in addition to an amount not to exceed the jurisdiction of a county justice of the peace court, which may include but not be limited to:

1. making a connection or installing a connecting line to the water distribution or wastewater collection system in the District without obtaining a permit;
2. making a connection or installing a connecting line to the water distribution or wastewater collection system in the District in violation of the terms of the permit granted to him by the District Representative;
3. making a connection or reconnection, restoring water or wastewater service, or installing a connecting line to the water distribution or wastewater collection system in the District in violation of these Rules; or
4. otherwise violates the District's Rules with the exception of those Rules for which a special penalty is provided within the specific chapter.

Each act or day of violation of these Rules constitutes a separate offense.

SCHEDULE A
To Rules Governing Water Service, Wastewater Service, Erosion and Sedimentation Controls, Trespass Policy, and Park and Greenspace Management of Lazy Nine Municipal Utility District No. 1B

Water and Wastewater Permit Fees & Deposits

1) Water & Wastewater Tap Fees:

Meter Size	Water Tap Fee	WW Tap Fee
5/8″	$600.00	$600.00
3/4″	$700.00	$700.00
1″	$1,000.00	$1,200.00
1 ½″	$2,000.00	$1,200.00
2″	$2,500.00	$1,200.00
Over 2″	To be installed by the District at three (3) times the cost.	

If more than one (1) inspection to determine substantial completion is required before a water tap or wastewater connection is approved by the District, the fee for each additional inspection shall be $100.00 per hour for each hour spent conducting additional inspections for water or sewer.

2) Sanitary Sewer Installation Fees:

Type	Grinder Pump
Single Family Residential Lot (up to 6 bathrooms)	$5,000.00
Single Family Residential Lot (more than 6 bathrooms)	$9,800.00
Dual-Lot	$10,500.00
Other	To be determined by the District

3) Water Impact Fees:

Per Living Unit Equivalent ("LUE") as approved by the West Travis County Public Utility Agency ("WTCPUA"), in accordance with the WTCPUA Rate Tariff, as amended from time to time by the WTCPUA.

4) Transfer Fee: $10.00

5) Security Deposits:

Type	Security Deposit
Single Family Residential Lot	$250.00
Commercial/Mixed-use	To be determined by the District
Fiscal Security	To be determined by the District
Fire Hydrant and/or Temporary Meter	$1,000.00

Upon request, security deposit will be credited to the resident after 12 months in good standing with payments.

6) Reconnection Fees:

a) Meter Disconnect	$40.00
b) Tampering Penalty or Meter Pull	$200.00
c) Temporary Termination/Reconnection	$50.00
d) Wastewater	Two (2) times the cost to the District
e) Erosion Control Meter Re-Connect fee per Section 5.01(d) of the Rules	$40.00

7) Meter Test Fee upon Customer Request Per Section 7.12 of the Rules — $25.00

8) Re-reading of Water Meter Upon Customer Request per Section 7.12 of the Rules — $15.00

9) Calibration of Water Meter upon Customer Request — All costs of removal, testing and reinstallation of water meter per Section 6.13 of the Rules.

10) Charge for each dishonored check or draft per Section 7.04 of the Rules — $25.00

11) Delinquent Accounts – Late Charge Per Section 7.04 of the Rules — 10%

12) Engineering Plans Review Fees:

Type	Review Fees
Non-Single Family Lot Wastewater	To be determined by the District

13) Initial Requests for Out-of-District Utility Service per Section 5.04 of the Rules — $1,500.00

14) Inspection Fees:

Type of Inspection	Fee
Single-Family Plumbing Inspection Section 4.01 of the Rules Includes: a) Rough-In Inspection b) Service Line Inspection c) Copper Inspection d) Top Out Inspection e) Final Inspection f) Irrigation Inspection (as needed)	$500.00
Non-Single Family Plumbing Inspection	To be determined by the District
Water and Wastewater Service Connection Inspection	$500.00 per each
Non-Single Family Engineering Construction Inspection	To be determined by the District
Re-inspection Fee	$65.00 per hour spent
Backflow Prevention Test	$75.00 per device

15) Erosion and Sedimentation ("E&S") Plan/SWPP Fee:

Single Family Residential Lot

a) 40ft. to 49 ft. wide	$500.00
b) 50ft. to 59ft. wide	$550.00
c) 60ft. to 69ft. wide	$600.00
d) 70ft. to 79ft. wide	$675.00
e) 80ft. to 99ft. wide	$750.00
f) 100ft. wide and greater	$900.00

These prices will continue to cover the cost of the weekly inspections during the life of construction of each new home. It will also cover the initial installation of controls, including bark, mulch, SCAs, and inlet protection, as well as the installation of the orange safety fence between homes under construction and homes that are finished.

Due to the continued destruction of existing BMPs and tracking from homebuilding sites under construction, the weekly maintenance of BMPs, as well as weekly sweeping, will be billed to each individual builder on a monthly basis until the home has reached final stabilization:

Install Reinforced Filter Fabric Fence	LF	$2.00
Maintain Reinforced Filter Fabric Fence	LF	$1.90
Remove Reinforced Filter Fabric Fence	LF	$1.00
Install Curlex	SY	$1.75
Inlet Protection Barrier	EA	$65.00
Street Cleaning	HR	$135.00
Hand Work	HR	$155.00
Orange Safety Fence	LF	$1.50

E&S Re-inspection Fee Single Family Residential Lot	$100.00 per hour spent
E&S Plan Review Other non-residential	$100.00 per hour spent
E&S Re-inspection Fee Other non-residential	$100.00 per hour spent

16) Fire Hydrants and Temporary Users (Per Sections 3.05 and 3.06 of the Rules):

Monthly Fee (for any part of a month)	$75.00/month
Usage rate per 1,000 gallons	$4.10

SCHEDULE B
To Rules Governing Water Service, Wastewater Service, Erosion and Sedimentation Controls, Trespass Policy, and Park and Greenspace Management of Lazy Nine Municipal Utility District No. 1B

Monthly Water, Sewer, and Solid Waste Collection Rates

A. Single-Family Residential

Meter Size	5/8″	$54.06
	3/4″	$66.00
	1″	$102.00

*Single-family residences requiring a 1″ meter due to the requirement for a fire sprinkler system or fire suppression system may be charged the base charge for the 3/4″ meter.

Water Usage Charge (cost per 1,000 gallons)

0-10,000 gallons	$4.65
10,001-20,000 gallons	$6.98
20,001-30,000 gallons	$11.16
30,001-40,000 gallons	$14.86
Over 40,000 gallons	$18.59

Sewer Charge (cost per 1,000 gallons) $5.08

B. Commercial/Non-Single Family Residential

Monthly In-District Commercial Rates – Base Charge
(Solid waste rate for Commercial/Non-Single family residential uses will be determined by the District based upon trash container size and collection frequency and will be added to this Base Charge.)

Size of Meter	**Commercial Rate**
5/8″	$32.64
3/4″	$52.53
1″	$81.60
1-1/2″	$158.10
2″	$252.96
3″	$474.30
4″	$790.50
6″	$1,581.00
8″ or larger	$2,700.00

Water Usage Charge (cost per 1,000 gallons)

0-10,000 gallons	$4.95
10-001-20,000 gallons	$6.99
20,001 and above	$11.17

Monthly In-District Commercial Sewer Rates

(per 1,000 gallons) $5.08

Monthly Out-of-District Water Rates
(Not applicable at this time)

Monthly Out-of-District Sewer Rates
(Not applicable at this time)

Fire Hydrant and/or Construction Water Rates

Monthly Charge $75.00

Usage Charge per 1,000 gallons $3.95

C. **Non-Profit Association Rates**

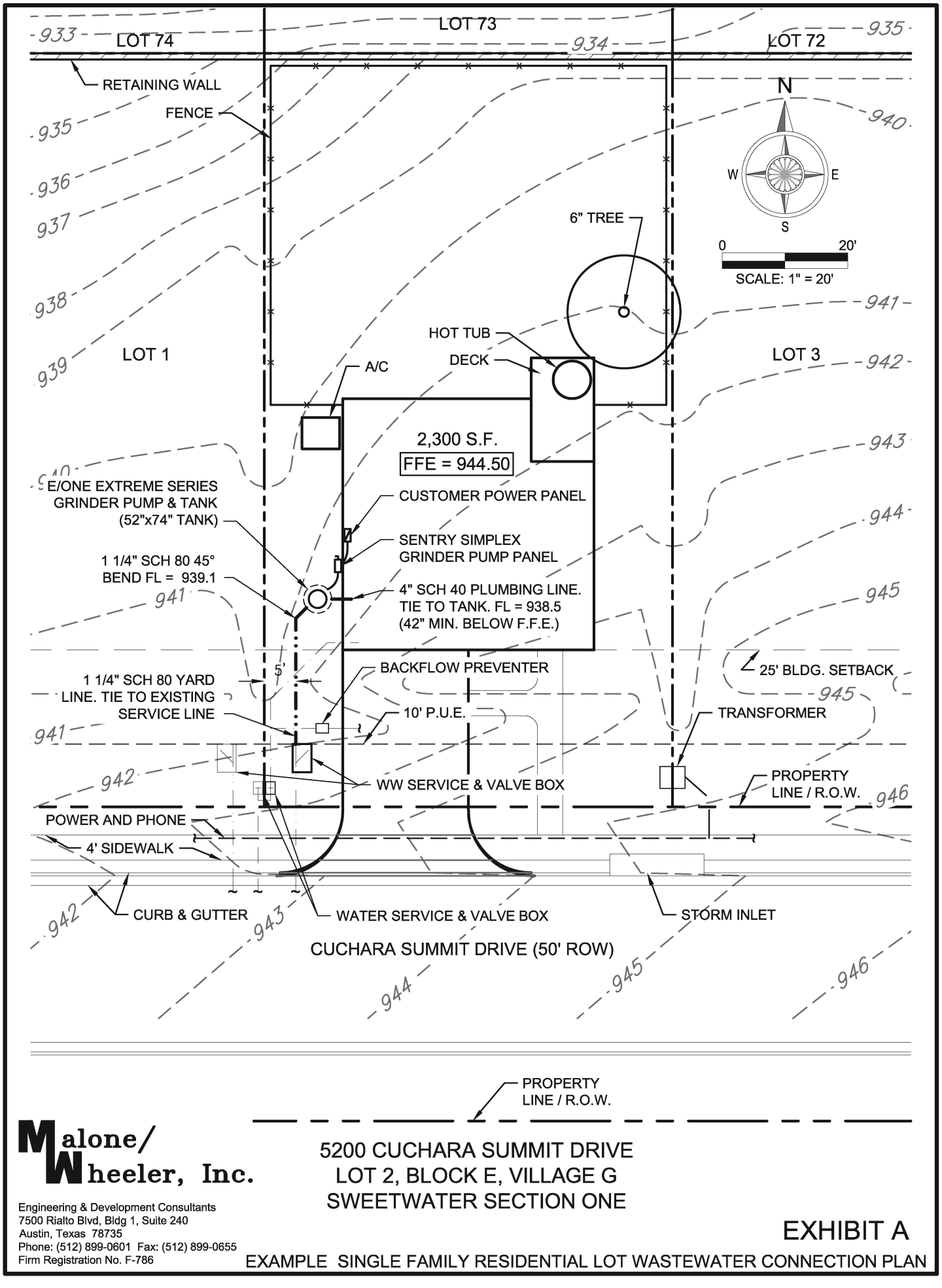
Base Charge (includes solid waste services)

Meter Size	5/8″	$53.00
	3/4″	$66.50
	1″	$100.00
	1-1/2″	$175.00
	2″	$268.00
	3″	$485.00
	4″	$795.00

Water Usage Charge (cost per 1,000 gallons)

0-10,000 gallons	$4.56
10,001-20,000 gallons	$6.84
20,001-30,000 gallons	$10.94
30,001-40,000 gallons	$14.58
Over 40,000 gallons	$18.23

Reclaimed Water Usage Charge (cost per 1,000 gallons)	$1.50
Sewer Charge (cost per 1,000 gallons)	$4.56



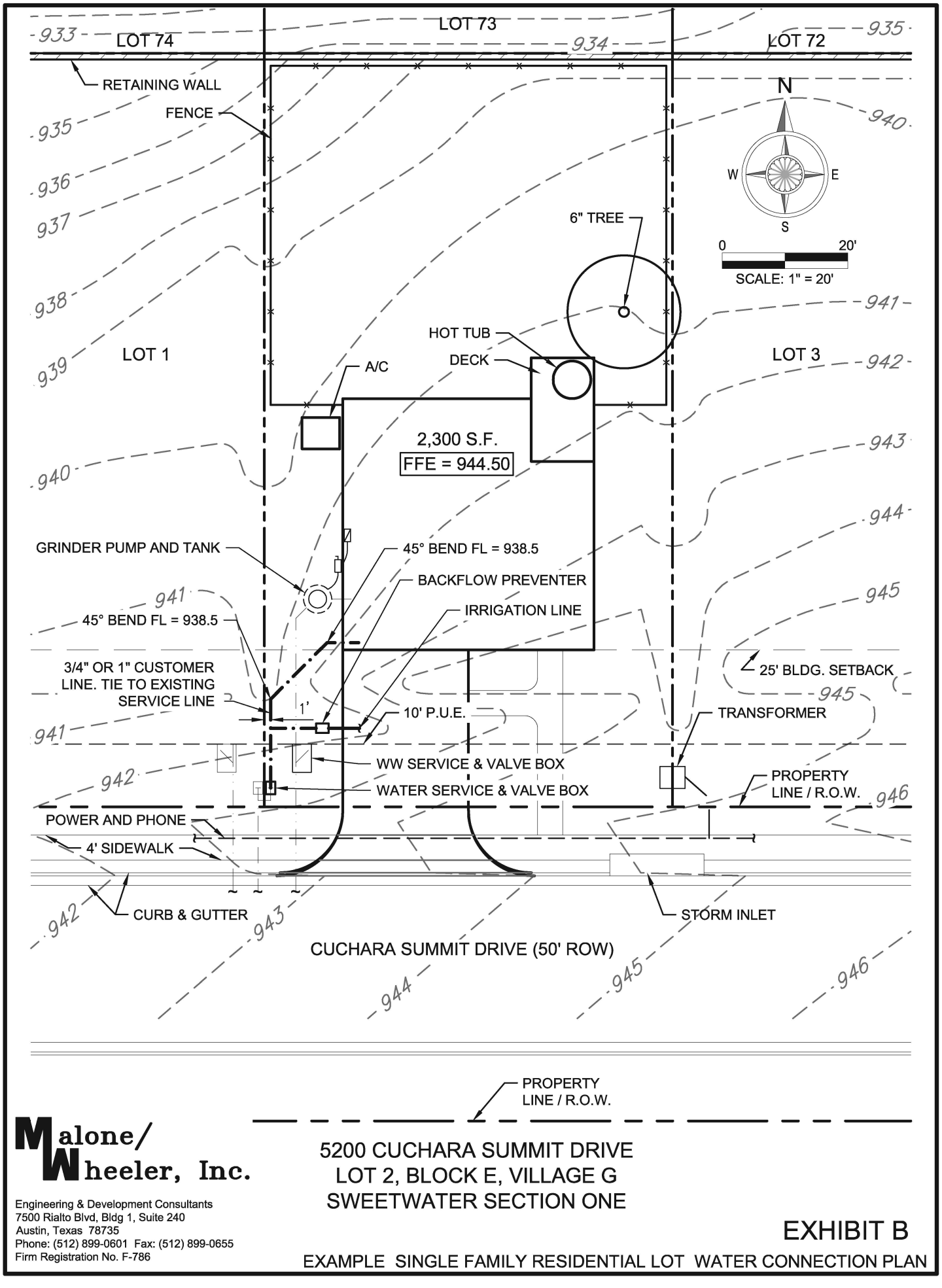
Malone/ Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

5200 CUCHARA SUMMIT DRIVE
LOT 2, BLOCK E, VILLAGE G
SWEETWATER SECTION ONE

EXHIBIT A

EXAMPLE SINGLE FAMILY RESIDENTIAL LOT WASTEWATER CONNECTION PLAN



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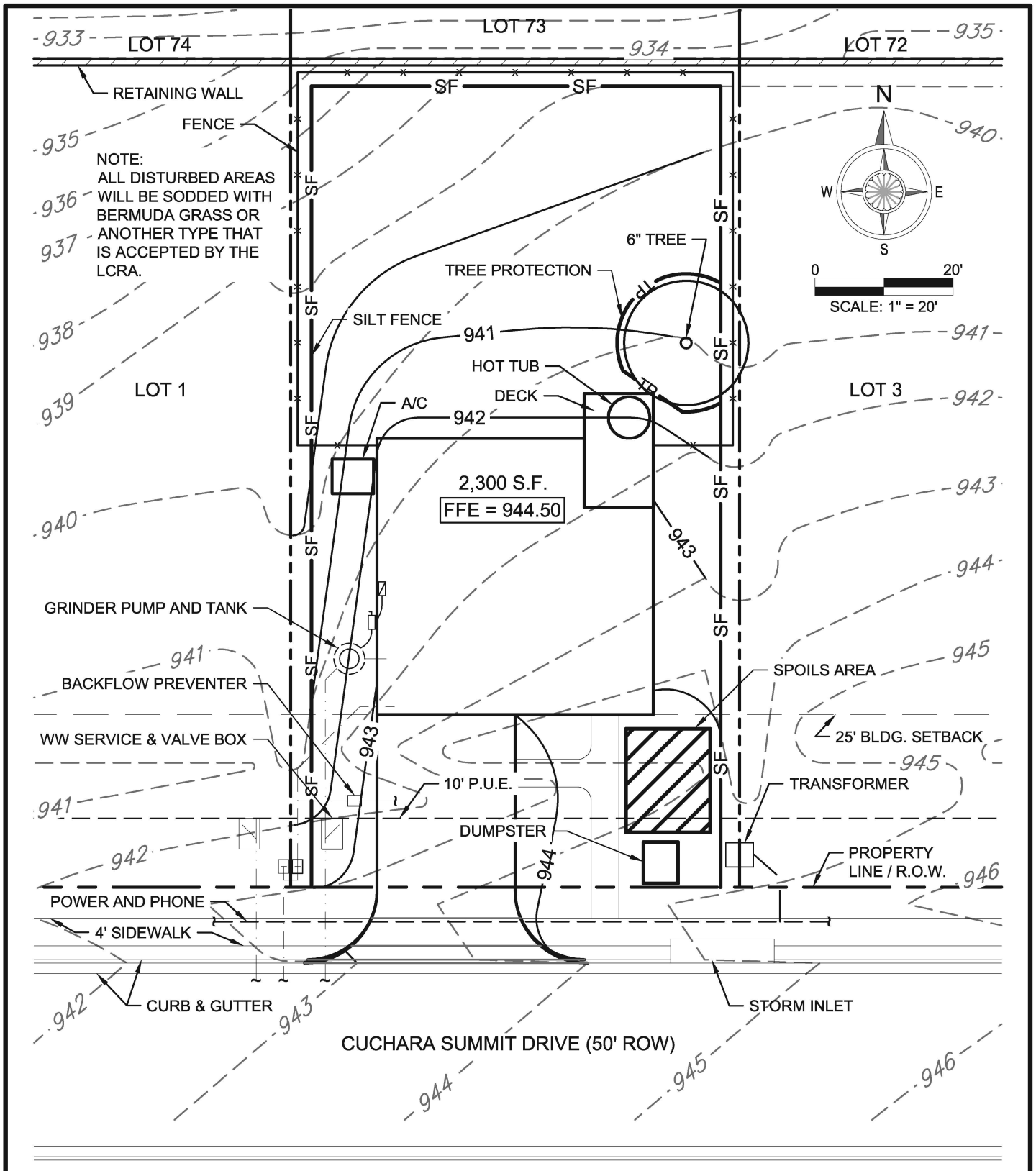
5200 CUCHARA SUMMIT DRIVE
LOT 2, BLOCK E, VILLAGE G
SWEETWATER SECTION ONE

EXHIBIT B

EXAMPLE SINGLE FAMILY RESIDENTIAL LOT WATER CONNECTION PLAN

F:\SWEETWATER MASTER FILES\EXHIBITS\LAZY 9 MUD RULES\LAZY 9 MUD UTILITY CONNECTION EXHIBITS.dwg, 4/21/2010 10:28:34 AM, SUZANNE



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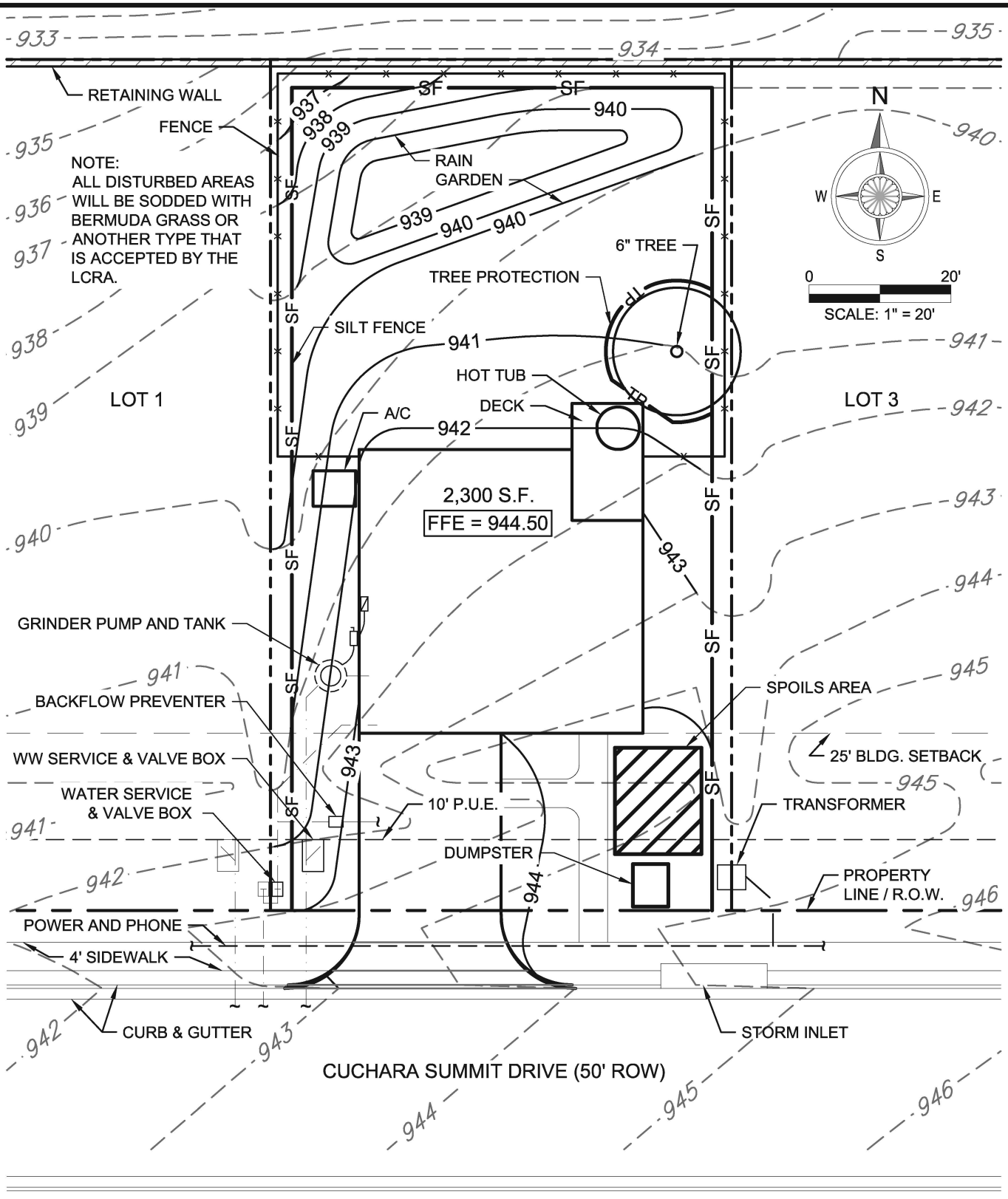
Firm Registration No. F-786

5200 CUCHARA SUMMIT DRIVE
LOT 2, BLOCK E, VILLAGE G
SWEETWATER SECTION ONE

EXHIBIT C

EXAMPLE SINGLE FAMILY RESIDENTIAL LOT E&S PLAN



PROPERTY LINE / R.O.W.

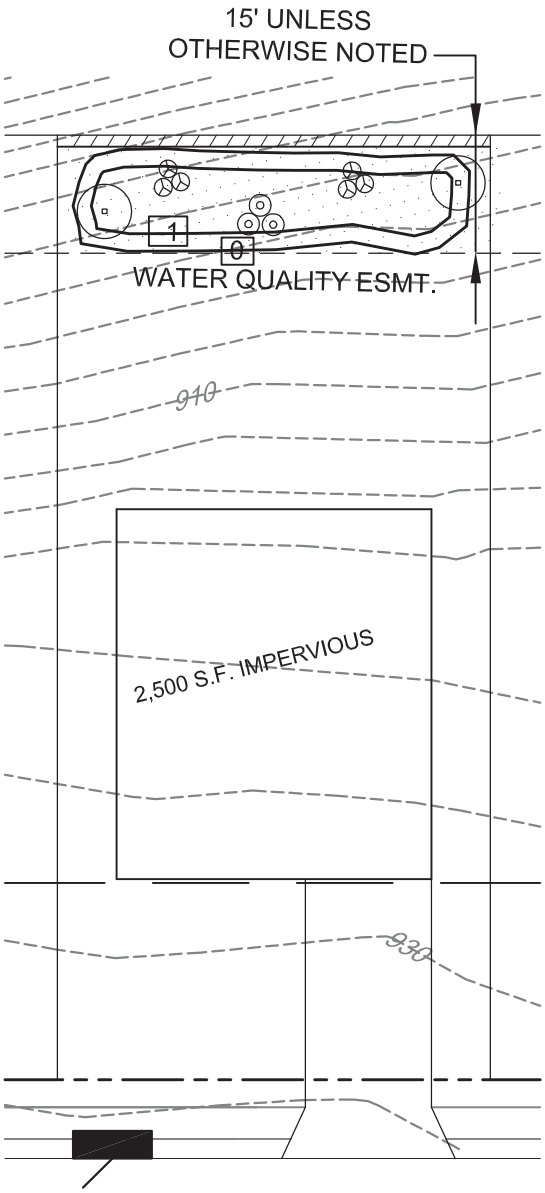
Malone/ Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

5200 CUCHARA SUMMIT DRIVE
LOT 2, BLOCK E, VILLAGE G
SWEETWATER SECTION ONE

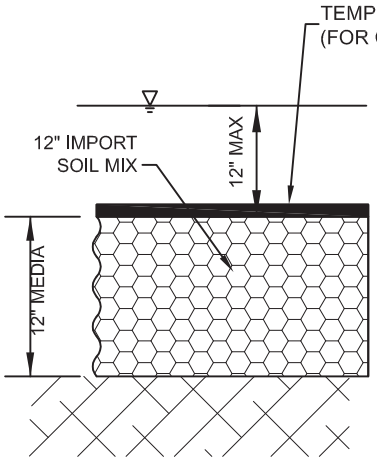
EXHIBIT D

EXAMPLE SINGLE FAMILY RESIDENTIAL LOT E&S PLAN W/ RAIN GARDEN PLAN



LEGEND

- WALL
- FILTER FABRIC
- FENCE
- TEXAS ASH
- PECAN
- SYCAMORE
- EASTERN GAMMA
- PRIME ROSE JASMINE
- BUSHY BLUESTEM
- INDIAN GRASS



IMPORT SOIL MIX
30-40% SAND
60-70% TOPSOIL
CLAY CONTENT < 5%

TOPSOIL
ORGANIC CONTENT 10-20%
CLAY CONTENT < 20%
LEAF COMPOST < 20%
NO COMMERCIAL FERTILZER
OR MANURE

SAND
GRAIN SIZE 0.02-0.04"

UNIFORM MIX, FREE OF
STONES, STUMPS, ROOTS,
OR OTHER SIMILAR OBJECTS
LARGER THAN 2"

KEY TREES	QUANTITY	SIZE	COMMON NAME	BOTANICAL NAME
TA	2	2 INCH CALIPER	TEXAS ASH	Fraxinus
PE	0	2 INCH CALIPER	PECAN	Carya
SY	0	2 INCH CALIPER	SYCAMORE	Platanus
BC	0	2 INCH CALIPER	BALD CYPRESS	Taxodium

!!!PLANTING NOT IN CONTRACT!!!
FOR HOME BUILDERS ONLY

SHRUBS/VINE/GRASSES				
PJ	3	5 gal.	PRIMROSE JASMINE	Jasminum Mesnyi
EG	6	5 gal.	EASTERN GAMMA	Trypsacum dactyloides
BB	O	5 gal.	BUSHY BLUESTEM	Amelanchier arborea
IG	O	5 gal.	INDIAN GRASS	Sorgastrum nutans

LAWN SOLID SOD COMMON BERMUDA ENTIRE GARDEN

NOTES:
1. INSTALL TEMPORARY IRRIGATION SYSTEM AT GARDEN TO ESTABLISH PROPOSED PLANTS.

LCRA NPS SUMMARY INDIVIDUAL LOT
WATER QUALITY AND 1 YR.
DETENTION CALCULATIONS:

TOTAL AREA TO BMP (50'x120')	0.138AC.
IMPERV. AREA (2,500s.f.)	0.0574AC.
PERCENT IMPERV.	41.59%
1 YR. RUNOFF VOL.	0.732IN.
W.Q. VOL.	367C.F.
RAIN GARDEN VOL.	385C.F.(W.Q. VOL. * 1.05)

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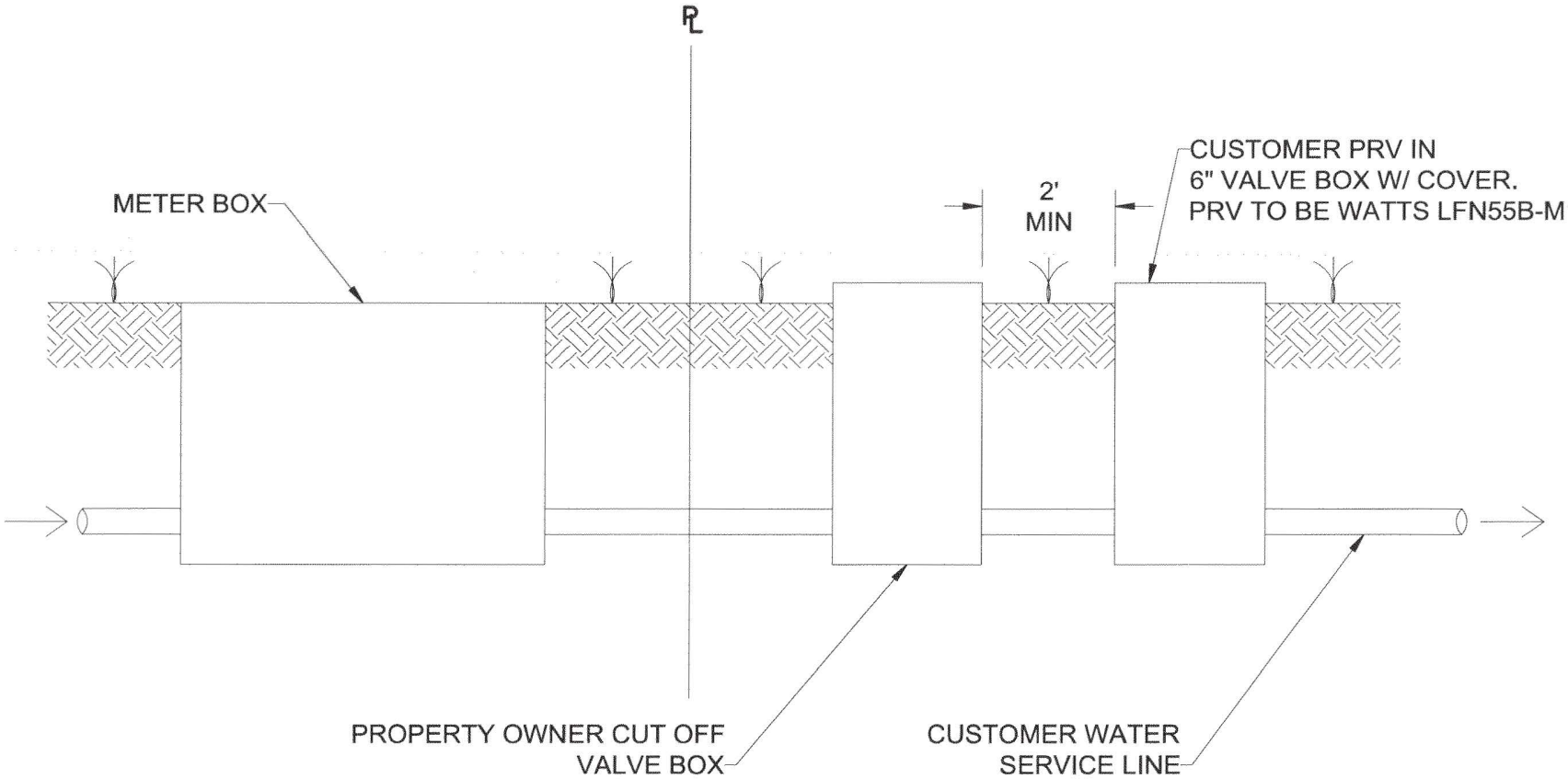
Firm Registration No. F-786

EXHIBIT E

LAZY NINE M.U.D. RAIN GARDEN DETAILS



RESIDENTIAL CUSTOMER PRV DETAIL

N.T.S.

NOTE: COMMERCIAL USER PRVS WILL BE REVIEWED ON A CASE BY CASE BASIS.

EXHIBIT F

Lazy Nine MUD #1B
Water/Wastewater Service Application

Return to: Lazy Nine MUD #1B
C/O Crossroads Utility Services
2601 Forest Creek Drive
Round Rock, Texas 78665-1232
By Email: customerservice@crossroadsus.com
By Fax: 512-246-1900
(if faxing, please call 512-246-1400 to confirm receipt)

Work Order No.: _____

Today's Date: _____

Applicant's Name: Date to Begin Service:

Service Address: Property Owner's Name:

Mailing Address: Property Owner's Address:

Applicant's Cell Phone No.: Property Owner's No.:

Applicant's Alternate Phone No.: Applicant's Employer:

Spouse's Name & Phone No.:

Applicant is: ☐ Owner ☐ Tenant ☐ Other_____(Property managers: provide TAX ID No. here)

Paperless billing and notices options: (Please check one)

☐ I would like to receive ONLY paper (mailed) bills and notices to the mailing address listed above.

☐ I would like to receive paper (mailed) **AND** paperless (emailed) bills and notices.

☐ I would like to receive ONLY paperless (emailed) bills and notices.

Email address(es) for paperless options: _____

The undersigned hereby makes application to Lazy Nine MUD #1B for water and wastewater services. We/I understand and agree that we/I will be responsible for all water and wastewater services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's Rules and Regulations regarding utility services. We/I agree to comply with the District's Rules and Regulations and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the Rules and Regulations may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

House Bill 872 requires a government-operated utility may not disclose personal information in a customer's account record, or any information relating to the volume of units of usage or amounts billed on the account unless the customer requests that the government-operated utility disclose the information. By agreeing to service with the utility and signing below, you agree to have your information kept confidential with the government operated utility. A customer may request disclosure of their information by delivering to the government-operated a written request.

☐ Decline confidentiality (only select this box if you do NOT want your information confidential)

Signed: _____

Signed: _____

*****PLEASE SIGN AND RETURN THIS COPY*****

Lazy Nine MUD #1B Customer Service Agreement

I. PURPOSE

Lazy Nine MUD #1B (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that 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 Lazy Nine MUD #1B 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 that allows water to be returned to the public water supply is permitted.

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

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

F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between Lazy Nine MUD #1B and _____ (the "Customer").

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

B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water 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 that has been identified during the initial inspection or the periodic re-inspection.

D. The Customer shall immediately correct any unacceptable plumbing 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 shall be provided to the Water System.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer 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 Agreement shall be billed to the customer.

Signed:_____

Customer's Signature

Printed Name: _____

Signed:_____

Customer's Signature

Printed Name: _____

Date: _____

Crossroads Utility Services Terms and Conditions

By submitting this form, I agree to all of the following Terms and Conditions:

- ◊ I understand my district may require 1-2 business days to connect service.
- ◊ I understand I will be contacted once my application is processed with deposit and application fee information that will need to be paid in full prior to connection of service.
- ◊ I understand that I am responsible for all discharges of water on the customer side of the water meter, regardless if that discharge was a result of my actions or in-actions.
- ◊ I understand that a minimum monthly service charge will be assessed for my active utility account regardless of water consumption.
- ◊ I understand that I am liable for any damage to the water meter installed on the property. It is unlawful for anyone to break, damage, tamper with, obstruct or prevent the proper operation of the water meter.
- ◊ I understand that any of the offenses listed above will result in additional fees for water lost, damages incurred, and criminal charges may be filed against the customer.
- ◊ I agree, both applicant and co-applicant, if applicable, have the authority to close the account and that the return of the deposit, if any, may be issued to the applicant and/or co-applicant.
- ◊ I consent to receiving SMS text message alerts from my district related to emergency water or sewer repairs or outages that may affect my services. The notices are sent from 833-237-2606 or 512-246-1400 and I can opt out of these messages by replying STOP to these notices at any time.

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Checklist for New Applicants

(512) 246-1400
Office Address: 2601 Forest Creek Dr Round Rock, TX 78665
Mailing Address: PO Box 8009 Round Rock, TX 78683-8009
Hours: Monday – Friday 8 am to 5 pm
Emergency Services 24/7 (512) 246-1400
www.crossroadsus.com

Application:

Please complete the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to customerservice@crossroadsus.com, or fax to 512-246-1900. Please call 512-246-1400 after submitting your application to pay the deposit and administrative fee.

- ☐ Page 1 – Service Application (signed)
- ☐ Page 2 – Customer Service Agreement (signed)
- ☐ **Copy of Driver's License for all applicant(s)**
- ☐ Security Deposit & Application Fee (please call to pay after submitting application)

Important Information
For New Utility Customers

(512) 246-1400
Office Address: 2601 Forest Creek Dr Round Rock, TX 78665
Mailing Address: PO Box 8009 Round Rock, TX 78683-8009
Hours: Monday – Friday 8 am to 5 pm
Emergency Services 24/7 (512) 246-1400
www.crossroadsus.com

Welcome to Lazy Nine MUD #1B

You have recently opened your utility account and we want to provide you information about your utility billing services. Crossroads Utility Services, LLC manages the water and wastewater systems and the utility billing activities of Lazy Nine MUD #1B.

The utility bills for Lazy Nine MUD #1B have a due date of the 10TH every month. If the due date falls on a holiday or weekend, the due date is extended to the next business day. Bills paid after 5pm on or after the due date are subject to a 10% late fee. All payments are posted to your account the business day the payment is received. Your water will be disconnected if your bill is in arrears upon notice and in accordance with Lazy Nine MUD #1B policies.

Application:

Please complete the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to customerservice@crossroadsus.com, or fax to 512-246-1900. Please call 512-246-1400 after submitting your application to pay the deposit and administrative fee.

Payments: **There are several options for paying your utility bill.**

1. **Walk-in Payment** at our Office, Monday thru Friday from 8 am to 5 pm (closed most federal holidays). We accept cash, checks, money orders, cashier checks, and all major credit cards. Our office is located at 2601 Forest Creek Drive, Round Rock, TX 78665.

2. By **Mail**, with check or money order, and your payment will be credited the day that we receive it. Please write your entire account number on the check or money order. Please send payment payable to Lazy Nine MUD #1B and mail to **PO Box 8009 Round Rock, TX 78683-8009**. Your account number is located on your billing statement.

3. By **Phone**, with any major credit or debit card.

4. Our **Website** 24/7 at www.crossroadsus.com with any major credit card or checking account. Payments will be posted next business day. Please click on the "Pay my Bill" tab. Then select your district, Lazy Nine MUD #1B, and choose "Pay Bill". You may also set up automatic monthly payments with your credit or debit card or checking account information by using the website.

5. Your bank's **Online Bill Pay Service** If you use your bank's online bill pay company, it is critical that the full account number found on your bill is clearly shown on the check to ensure your payment is posted promptly and correctly to your account. Please allow 7-10 business days to ensure your payment is received before your due date. Please send payment payable to Lazy Nine MUD #1B PO Box 8009 Round Rock, TX 78683-8009.

SWEETWATER - Lazy 9 MUD #1B

Guide to Understanding Water Usage and Steps to Take if You Feel Your Usage is Out of the Ordinary

Reading Water Meters

Water meters are located near the curb or sidewalk at the front of the property in a plastic or concrete "box." The water meter box will have a metal or plastic lid and may be marked "Water Meter."

Use a long screwdriver to remove the lid. Be cautious, as insects, reptiles, or other small animals may be inside. Some boxes have a small, hinged cover. Lift the cover and use a damp rag to wipe the face clean.

The large sweep hand (red) on the dial measures water use in gallons. One gallon of water passes through the water meter as the sweep hand moves from one number to the next (e.g., 0 to 1). A complete rotation equals 10 gallons.

In the image shown, the red sweep hand is on the "1" so the read is 1,356,411 gallons. This represents the 1,356,410 shown on the meter + the "1" shown by the red sweep hand. When the sweep hand is on the "3", the read will be 1,356,413 gallons.

When you record your reading, make sure to use the number indicated by the red sweep arm as the final digit.

Dealing With Excessive Usage

There are four primary culprits (in order of likelihood) for excessive water usage:

1. Plumbing Leaks
2. Incorrect Irrigation Settings
3. Broken Irrigation Infrastructure
4. Pool Auto Fillers

Checking For Leaks

To check for leaks, turn off all indoor and outdoor faucets, pool auto fillers, and irrigation systems and then watch your water meter. If the low flow indicator (the small triangle, star, or gear on the face of the meter) is turning, you have a leak.

Baselining Irrigation

New home owners should always check their irrigation as it is common for landscapers to have high water use settings in place for new gardens that have been planted. Also note that seasonal adjustments can automatically increase water use in the summer.

Go to the Crossroads web page http://www.crossroadsus.com/ for detailed information on establishing baseline irrigation use. Do some quick math on your irrigation after your baseline test. Multiply the number of gallons used by the number of times the programs run per week. If the amount used is higher than you wish, you can reduce the amount of water flowing out of the system by reducing the amount of time that the irrigation runs, the number of days that it runs, or the number of irrigation spray heads or drip lines. Activating the rain sensor can also reduce water use by avoiding watering when it has rained.

Broken Irrigation Infrastructure

In some instances, the issue will not be the irrigation timing, but a broken irrigation head or pipe. A broken line can allow much more water to escape. Visible pooling of water in the yard is an indication of a large leak, but sometimes there are smaller leaks that are not evident. Small leaks will not show up using the low-flow leak test, as water only leaks when the irrigation is active, and the water flowing from a small leak cannot be distinguished from the actual irrigation usage.

To test for these leaks, each zone should be run for a period of 5 minutes and the water usage recorded. If the amount of water used exceeds 40 gallons, there is a possibility of a leak in that area of the irrigation system, and the system should be inspected.

Pool Auto Fillers

During the summer months, pool use and evaporation will cause the auto fillers to operate more frequently. It can be hard to measure how much the pool uses, but if you are concerned this is the cause of high water use, the water filler should be disabled and manual filling used. In some cases, the main line to the auto fillers can be damaged, which will result in water usage that show up in the low-flow water leak test.

Who is Responsible?

Ultimately, it is the resident's responsibility to ensure their water usage is appropriate.

Issue	Responsible Party
Irrigation Programming Error	Resident. Irrigation Company Can Assist
Irrigation Infrastructure Damage/Leak	Resident. Irrigation Company Can Repair
Low-Flow Leak	Resident. Builder or Plumber Warranty may cover. Plumber Can Assist with Locating. Irrigation and Water Softeners should be confirmed not to be the cause prior to contacting Plumber.
Leak Before The Meter	Crossroads.

Addressing High Water Bills

The Municipal Utility District has payment plan options available in the event of a high water bill, should you be unable to afford the bill. Get more information from the website at http://www.crossroadsus.com/faq.html or by calling Monday through Friday between 8:00 am and 5:00 pm at 512-246-1400.

Grinder Pumps

The Sweetwater subdivision was constructed such that each house must have a grinder pump which pumps the household sewage into the District's system. The pumps are designed to grind up the sewage leaving your house. A little care is needed to give them a longer life and make sure you do not experience sewer problems at your house. Non-biodegradable items such as grease, feminine sanitary plastics, baby wipes, flushable moist wipes and diapers flushed down the toilets will clog the pumps, are costly to remove from District facilities, and can cause sewer back-ups in your home or sewer mains. This could result in costly repairs and higher sewer rates. Each grinder pump comes with an audible and light alarm. ***If your alarm is going off, contact Crossroads Utility Services immediately to get it repaired and keep your sewer service to your house operational.***

While the Municipal Utility District does cover the cost of repairing the pumps that fail due to normal wear, it will pass on the costs of work that is a result of neglect or misuse of the pump. If the items noted above are discovered to be the cause of the problem, the charge to get the system back up and running will be added to your sewer bill.

(512)246-1400 Office
(512) 246-1900 Fax

LAZY 9 MUD 1B

MAIL TO:
Crossroads Utility Services
2601 Forest Creek Drive
Round Rock TX 78665-1232

TAP AND FEE APPLICATION

For Water/Wastewater Service

Date of Application: _____

Applicant: _____

Billing Address: _____

Telephone: _____

Applicant's Plumber: _____ Plumber's Telephone: _____

Application is for (please circle all that apply): Water Sewer Irrigation/Backflow Fire Hydrant

(For Fire Hydrant Meters: You are only allowed to operate the valves on the meter assembly. DO NOT OPERATE THE FIRE HYDRANT! You may be held responsible for damages or loss of water.)

Meter Size:_____ Number of Bathrooms:_____ Width of Lot:_____ Garage On: Left/Right

ALL FEES ARE PAYABLE TO THE DISTRICT: LAZY 9 MUD 1B

Please supply the following information:

	Address	Zip Code	Lot	Blk	Sect.	*Sq. Ft.	District Use Only Folio #
1.							

An approved water tap inspection starts the billing. Applicant will receive a bill UNTIL WE RECEIVE A COPY OF CUSTOMER SERVICE INSPECTION CERTIFICATE FROM BUILDER OR PLUMBER, we can then transfer to next owner.

I, the Applicant agree to comply with the following:
All plumbing inspections will be performed by the District's approved plumbing inspector: Able Inspections Dan McDowell 512-633-2167

(It is the Builder's responsibility to call before starting construction. Please contact us for the inspector's current contact information.)

The owner's cut-off valve & meter box with lid shall be in place at the time of meter installation for complete inspection. I will notify Crossroads Utility Services in writing 24 hours in advance to request the final inspection and install my meter by emailing builderservices@crossroadsus.com

_____
Applicant Signature

FOR OFFICE USE ONLY

Date Received: _____ Check #:_____ Amount: $_____ Water Tap Fee:_____ Sewer Tap Fee:_____

Inspection Fee: _____ Irrigation Backflow Insp: _____ Meter Deposit:_____ Water Plan Review:_____ Sewer Plan Review:_____

Erosion Fee: _____ Grinder Install Fee:_____

APPENDIX A

GRINDER PUMP PLANS AND SPECIFICATIONS

environmental EI^2
improvements inc.

Lazy Nine M.U.D.

Environment One Grinder Pumps

Manufacturer:
Environment One
2773 Balltown Rd.
Niskayuna, NY 12309

Consulting Engineer:
Malone / Wheeler, Inc.
75000 Rialto Blvd.
Bldg1, Suite 240
Austin, TX 78735

Manufacturer's Representative
Environmental Improvements, Inc.
P.O. Box 70
Buda, TX 78610

Lazy Nine M.U.D.

1. Grinder Pump & Panel

2. Pump Specifications

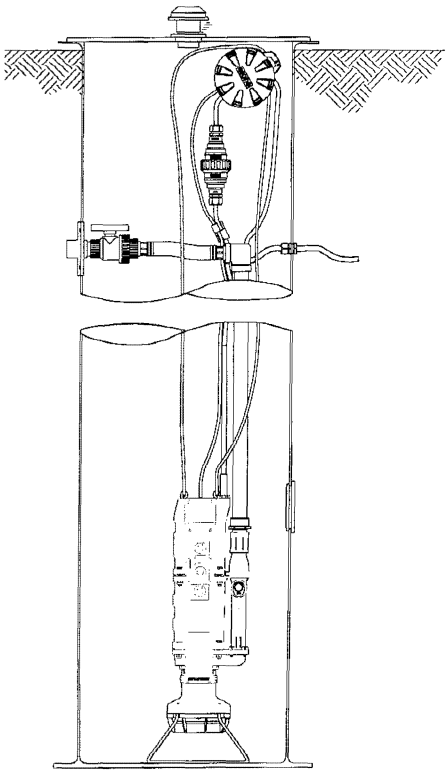
3. Scope of Supply

4. Start-Up & Warranty

E/ONE EXTREME SERIES

gatorgrinder™

GH091



Patent Number: 5,439,180

*Discharge data includes minimal losses through the check valve.

NA0060P01 RevA

General Applications

The GH091 (Gatorgrinder) reduces all forms of sanitary waste to a non-clogging slurry and pumps it through a network of small-diameter pipes. Because gravity is replaced by the power of the pump, sewer systems need not run downhill nor require large-diameter pipes, deep trenches, multiple lift stations – or their associated costs. Designed specifically for operation in warmer climates, the GH091 is an efficient, economic station for single dwelling service.

Features

The GH091 is a complete unit that includes: the grinder pump, check valve, fiberglass tank and controls. The fiberglass tank is supplied complete with discharge fitting installed, simplifying installation of the grinder pump and plumbing.

All solids are ground into fine particles, allowing them to pass easily through the pump, check valve and small diameter pipelines. Even objects that are not normally disposed of through sewer lines, such as plastic, rubber, fiber, and wood, are ground into fine particles.

The 1-1/4" discharge fitting is adaptable to any piping material, thereby allowing us to meet your local code requirements.

The tank is constructed of laminated fiberglass and is available in several depths to accommodate capacity and site requirements. Other tank sizes are available upon request.

The integral grinder pump check valve assembly is custom designed for non-clog, trouble-free operation.

Automatic grinder pump activation is provided by the GH091 level control system. The GH091 is designed to run infrequently, for very short periods of time. The annual energy consumption is typically that of a 40-watt light bulb.

Operational Information

Motor

1 HP, 1,725 RPM, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, single phase.

Inlet Connection

4" inlet grommet standard for DWV pipe. Field penetration and installation of inlet grommet allows site plumbing flexibility.

Discharge Connections

Tank is equipped with a factory installed discharge fitting. Tank discharge terminates in a 1-1/4" female NPT thread. Field connection of pump discharge to tank bulkhead is easily accomplished using the supplied discharge assembly or other material required by local code.

*Discharge**

15 gpm at 0 pig

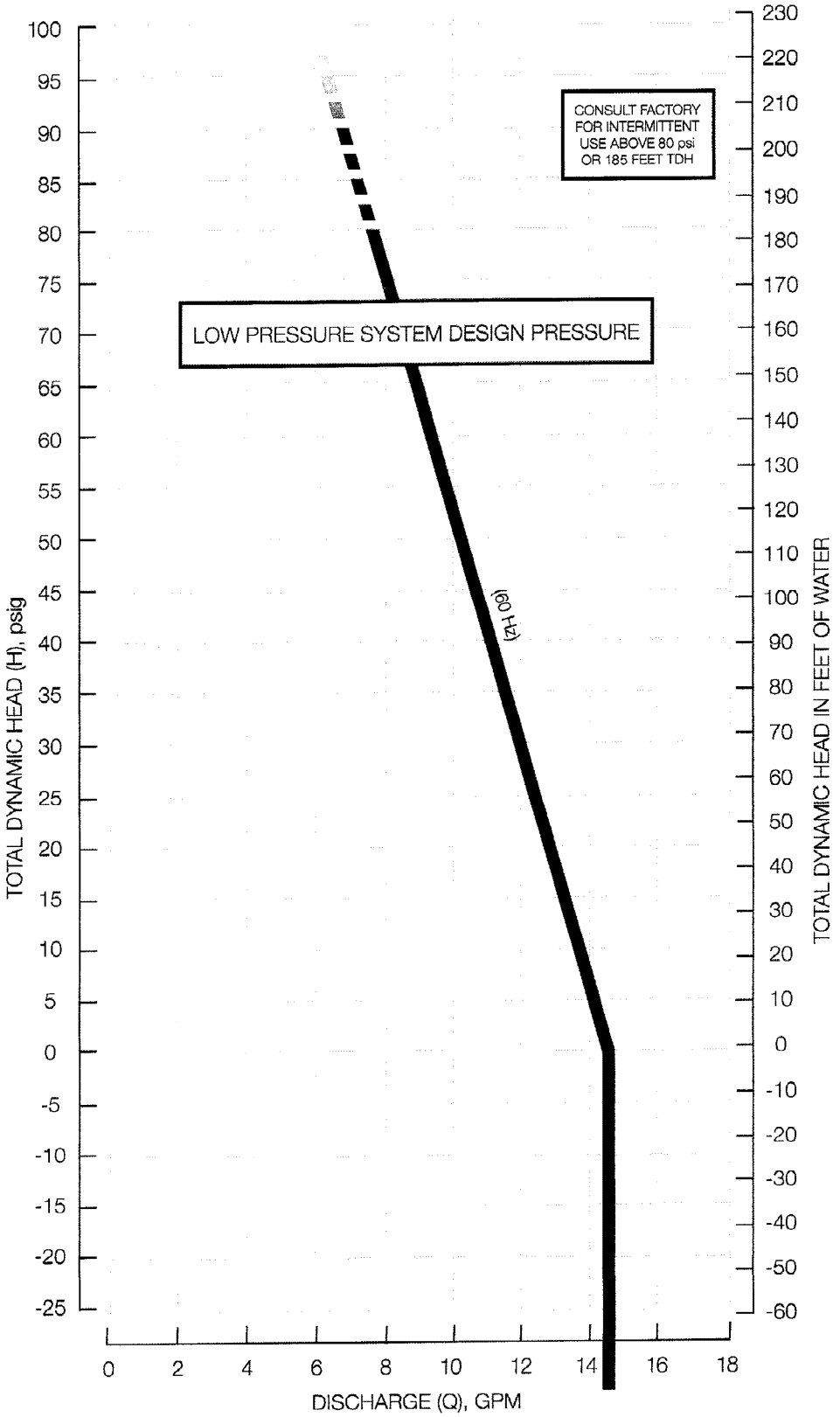
11 gpm at 40 psig

7.8 gpm at 80 psig

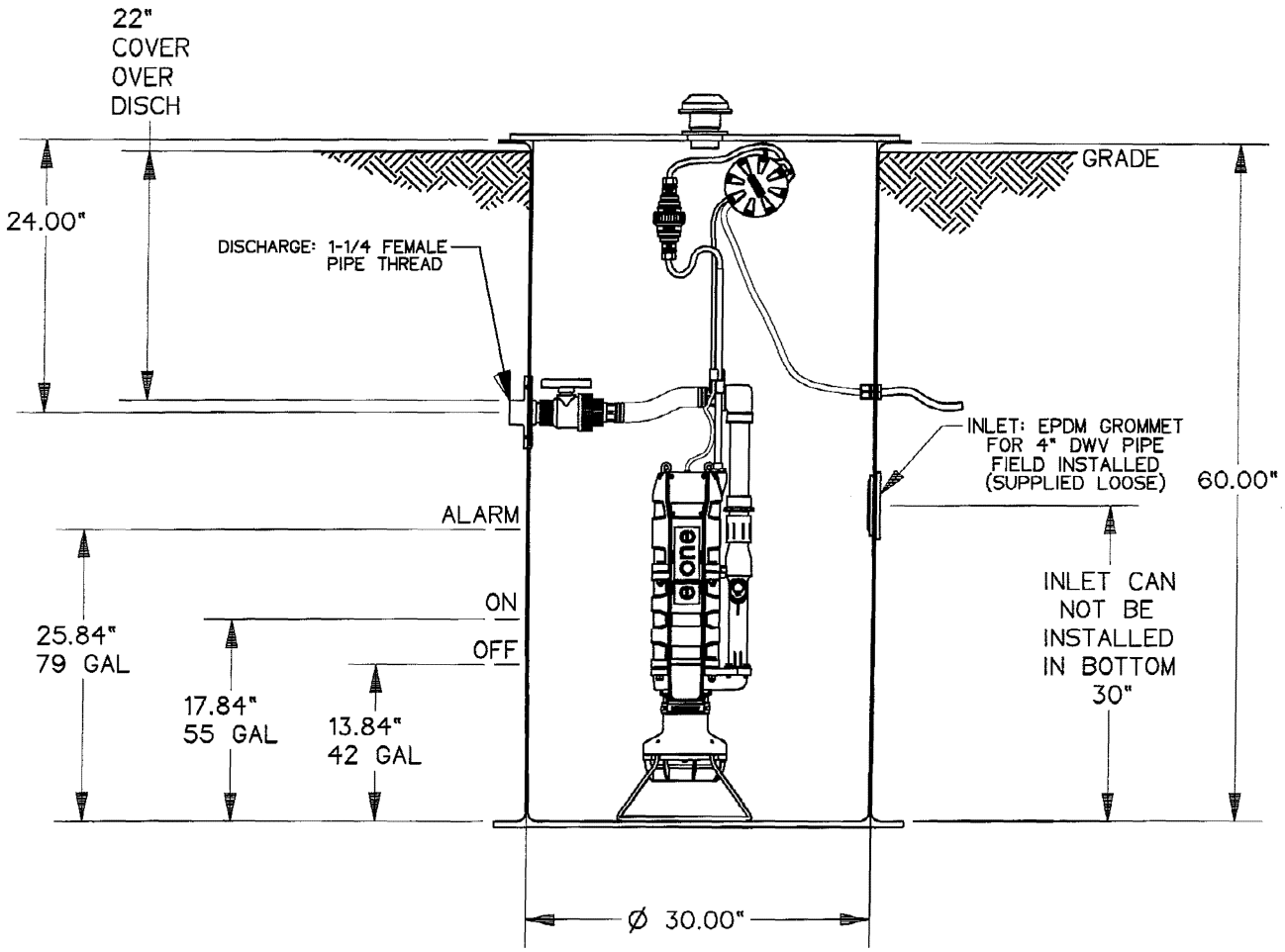
Overload Capacity

The maximum pressure generated by the pump is limited by the motor characteristics and overload protection. The motor/pump combination generates a pressure well below the rating of the pipe and appurtenances. The automatic reset feature of the motor does not require manual operation following overload.

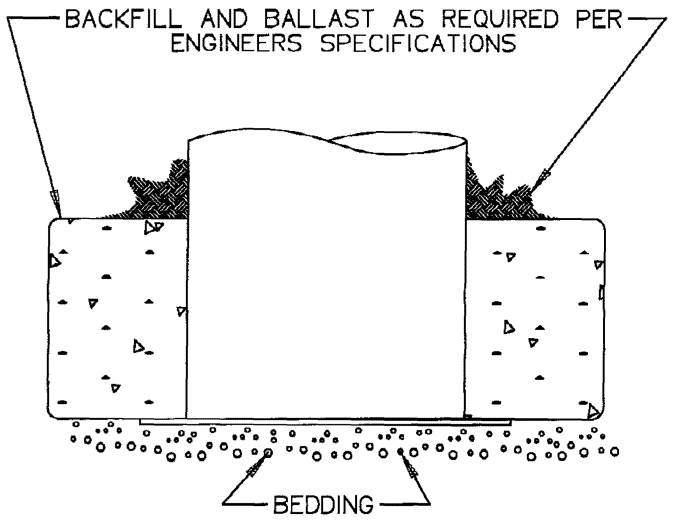
GRINDER PUMP PERFORMANCE CHARACTERISTICS



G SERIES
30 X 60



TANK BASE DETAIL



SGS		05/05/10	1	
DR BY	CHK'D	DATE	ISSUE	SCALE

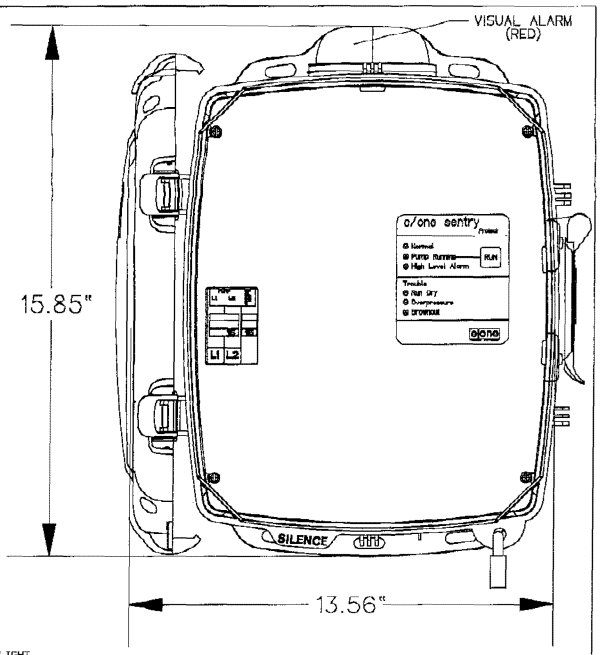
Gatorgrinder

EXTREME G SERIES,
30 X 60

ESD 10-0091

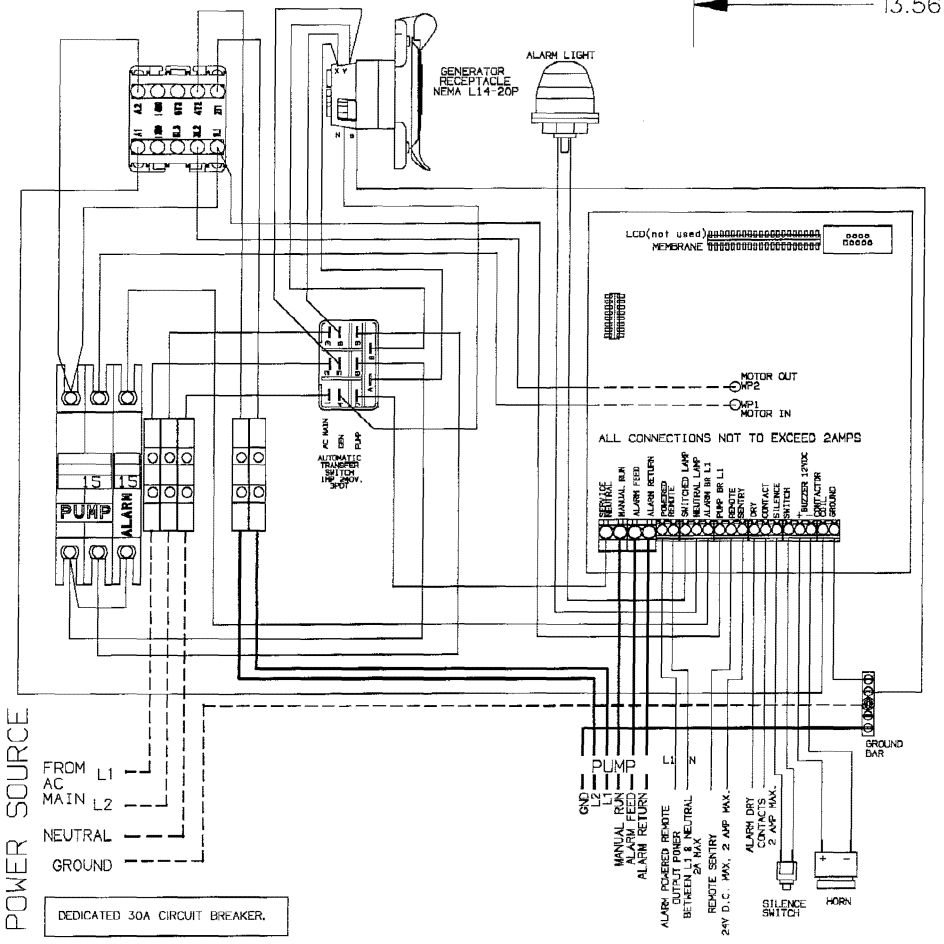
SENTRY PROTECT
SIMPLEX

REDUNDANT RUN (HIGH LEVEL)
EXTERNAL VISUAL & AUDIBLE ALARM
REMOTE SENTRY DRY CONTACTS FOR
  OPTIONAL POWER LOSS HIGH LEVEL
  ALARM (POWER LOSS ALARM FOR WIRELESS)
MANUAL ALARM SILENCE
MANUAL RUN
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL
TROUBLE LED'S: RUN DRY, OVERPRESSURE, BROWNOUT
POWERED AND DRY CONTACTS
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
PADLOCK
DEAD FRONT
NEMA 4X ENCLOSURE ASSEMBLY



ENCLOSURE:
CORROSION PROOF
THERMOPLASTIC
POLYESTER
APPROVED BY UL FOR
ELECTRICAL CONTROL
ENCLOSURE

OPTIONAL
GENERATOR RECEPTACLE
WITH AUTOMATIC TRANSFER SWITCH



LEGEND

- FROM CORE
- SUPPLY CABLE
- FACTORY INSTALLED

PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	L1	BLACK	RED
3	L2	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

CONTROL CABLE:
TYPE TC: DIRECT BURIAL, 12AWG,
SIX CONDUCTOR

CE
CSA LR28268
UL LISTED 506D
NSF

	09/25/08	SGS	1	
DR BY	DATE	CHK'D	ISSUE	DATE

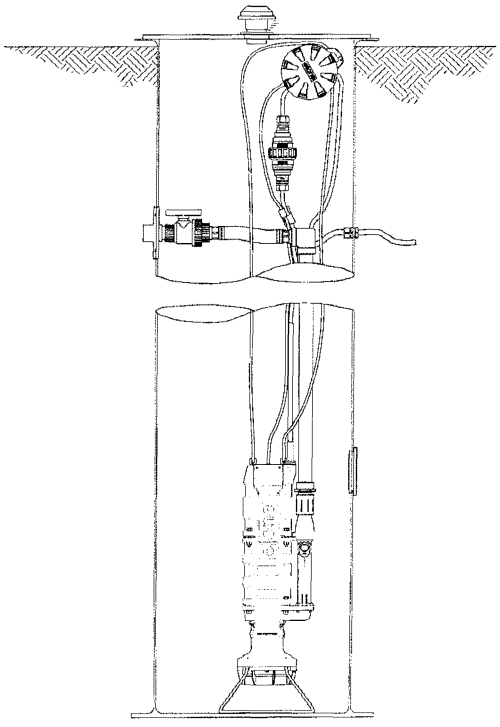
eone SEWER SYSTEMS

SENTRY SIMPLEX PROTECT PANEL, 240V
60Hz W/GENERATOR RECEPTACLE

ESD 08-0122

E/ONE EXTREME SERIES

gatorgrinder™



G-Series Gatorgrinder Grinder Pump Station with Wired Level Sensor

Typical Specifications

Semi-Positive Displacement Type Grinder Pump Stations

SECTION: GRINDER PUMP STATIONS

1.0 GENERAL

1.01 **GENERAL DESCRIPTION:** The **MANUFACTURER** shall furnish complete grinder pump station(s), consisting of a grinder pump, a tank constructed of fiberglass, NEMA 6P electrical quick disconnect, pump removal system, discharge piping assembly/shut-off valve, anti-siphon valve/check valve, electrical alarm panel and all necessary internal wiring and controls. All components and materials shall be in accordance with Section 2.0 of this product specification. For ease of serviceability, all pump motor/grinder units shall be of like type and horsepower throughout the system.

1.02 **SHOP DRAWINGS:** After receipt of notice to proceed, the **MANUFACTURER** shall furnish a minimum of six sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The **ENGINEER** shall promptly review this data, and return two copies as accepted, or with requested modifications. Upon the **ENGINEER'S** acceptance of the shop drawings and the **MANUFACTURER'S** receipt of notice to proceed, the **MANUFACTURER** shall begin fabrication of the equipment.

1.03 **MANUFACTURER:** Grinder pump stations, complete with all appurtenances, form an integral system, and as such, shall be supplied by one grinder pump station manufacturer. The **CONTRACTOR** shall be responsible for the satisfactory operation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacture of grinder pumps for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of grinder pump replacement parts. The **MANUFACTURER** shall provide, upon request, a reference and contact list from ten of its largest contiguous grinder pump installations of the type of grinder pumps described within this specification.

The **MANUFACTURER** of the grinder pump station shall be Environment One Corporation (or Proposed Alternate).

Attention is directed to the fact that the drawings and overall system design are based on a particular piece of equipment from a particular manufacturer. These specifications are intended to provide guidelines for standard equipment of a recognized manufacturer who already meets all the requirements of this specification.

1.03a **ALTERNATE EQUIPMENT:** In the event that the **CONTRACTOR** or another supplier proposes an Alternate to the specified **MANUFACTURER**, the **ENGINEER** recognizes that it will be difficult to conform to certain details of this Specification due to different manufacturing techniques or grinder pump station designs. If proposing an Alternate, the **CONTRACTOR** (supplier) must submit, no less than 15 business days in advance of the bid date, a complete description of any changes that will be necessary to the system design, a complete submittal package as outlined in Section 1.02 SUBMITTALS, a system hydraulic analysis based on the proposed pump, (including pipe sizes, flows, velocities, retention times and number and location of recommended valves and cleanouts, if any) a list of exceptions to this specification, and demonstration of compliance to Section 1.04 EXPERIENCE CLAUSE of this specification. The **CONTRACTOR** (supplier) must also complete the Manufacturer Disclosure Statement found at the end of this specification. This information must be submitted to the **ENGINEER** for pre-approval of the alternate equipment being proposed and determination of compliance with these contract documents. If the equipment differs

materially or differs from the dimensions given on the drawings, the **CONTRACTOR** (supplier) shall submit complete drawings showing elevations, dimensions, or any necessary changes to the Contract Documents for the proposed equipment and its installation. Pre-approval, if granted, will be provided in writing by the **ENGINEER** to the **CONTRACTOR** (supplier) at least five business days in advance of the bid date. If the **ENGINEER'S** approval is obtained for Alternate Equipment, the **CONTRACTOR** (supplier) must make any needed changes in the structures, system design, piping or electrical systems necessary to accommodate the proposed equipment at the expense of the **CONTRACTOR** (supplier).

1.04 **EXPERIENCE CLAUSE:** The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of grinder pumps specifically designed for use in low pressure systems. All manufacturers proposing equipment for this project shall have at least 10 years of experience in the design and manufacture of units of identical size(s) and performance to the specified units. All manufacturers proposing equipment for this project must also have not less than 500 successful installations of low pressure sewer systems utilizing grinder pumps of like type to the grinder pumps specified herein. An installation is defined as a minimum of 25 pumps discharging into a common force main which forms a low pressure sewer system. The **CONTRACTOR** (supplier) proposing alternate equipment shall also submit, as part of the bid schedule, an installation list with contact person(s), phone number(s) and date(s) of installation of at least 10 installations of the type of pump specified herein that have been in operation for at least 10 years.

In lieu of this experience clause, the **CONTRACTOR** (supplier) of alternate equipment will be required to submit a 5-year performance bond for 100 percent of the stipulated cost of the equipment as bid and as shown in the bid schedule. This performance bond will be used to guarantee the replacement of the equipment in the event that it fails within the bond period.

1.05 **OPERATING CONDITIONS**: The pumps shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

1.06 **WARRANTY**: The grinder pump **MANUFACTURER** shall provide part(s) and labor warranty on the complete station and accessories, including, but not limited to, the panel for a period of 12 months after notice of **OWNER'S** acceptance, but no greater than 15 months after receipt of shipment. Any manufacturing defects found during the warranty period will be reported to the **MANUFACTURER** by the **OWNER** and will be corrected by the **MANUFACTURER** at no cost to the **OWNER**.

1.07 **WARRANTY PERFORMANCE CERTIFICATION**: As a bid certification requirement, each bidder shall provide with their bid schedule a Warranty Performance Certification statement executed by the most senior executive officer of the grinder pump **MANUFACTURER**, which certifies a minimum of a 12 month warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the **MANUFACTURER** will bear **all** costs to correct any original equipment deficiency for the effective period of the warranty. All preventive maintenance type requirements shall be included in this form as exclusions. These requirements include, but are not limited to, unjamming of grinder mechanism, periodic motor maintenance, and periodic cleaning of liquid level controls. Should the **CONTRACTOR** (supplier) elect to submit a performance bond in lieu of the experience clause outlined above, this Warranty

Performance Certification shall also be used as a criterion to evaluate the **CONTRACTOR'S** (supplier's) performance over the warranty period. A Warranty Performance Certification form is included with the bid schedule and must be completed and submitted as part of the bid package. Bids with incomplete forms or missing forms will be considered nonresponsive.

2.0 PRODUCT

2.01 **PUMP**: The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the **progressing cavity type** with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. The material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

2.02 **GRINDER**: The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder shall be of the rotating type with a stamped stainless steel shredder ring assembly spaced in accurate, close annular alignment with the driven impeller assembly, which shall carry two hardened, 400 Series steel cutter bars.

This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to minimize clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.

2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to minimize jamming and as such must be adhered to.

3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and minimizes blinding of the pump by large objects that block the inlet shroud.

4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass,

wipes, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

2.03 **ELECTRIC MOTOR**: As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F installation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless steel. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted.

2.04 **MECHANICAL SEAL**: The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

2.05 **TANK: Fiberglass Construction.** The tank shall be a wetwell design consisting of a single wall, laminated fiberglass construction. The resin used shall be of a commercial grade suitable for the environment. The reinforcing material shall be a commercial grade of glass fiber capable of bonding with the selected resin. The inner surface shall have a smooth finish and be free of cracks and crazing. The exterior tank surface shall be relatively smooth with no exposed fiber or sharp projections present.

The tank wall and bottom shall be of sufficient thickness and construction to withstand the imposed loading due to saturated soil at the specified burial depth for each available tank height. All station components must function normally when exposed to the external soil and hydrostatic pressures developed at the specified burial depth. The tank bottom shall be reinforced with a fiberglass plate extending beyond the tank walls to support concrete anchoring, as required, to prevent flotation.

The tank shall have a stainless steel discharge bulkhead which terminates outside the tank wall with a 1-1/4" female pipe thread. The discharge bulkhead shall be factory installed and warranted by the manufacturer to be watertight. The tank shall be furnished with a field installed EPDM grommet to accept a 4.50" OD (4" DWV or SCH 40) inlet pipe. The power and control cable shall connect to the pump by means of the provided NEMA 6P electrical quick disconnect (EQD) and shall enter the tank through a field installed watertight strain relief connector supplied by the manufacturer. An electrical junction box shall not be permitted in the tank. Installation of the inlet grommet and cable strain relief shall require field penetration of the tank wall by the installing party. The tank shall also be vented to prevent sewage gases from accumulating inside the tank by means of a factory-provided, field-installed mushroom vent. The station cover shall be factory drilled to accept the mushroom vent. The tank and stainless steel discharge bulkhead shall be factory-tested to be watertight.

Consult the contract drawings for station tank sizes (diameter and height).

2.06 **DISCHARGE AND DISCONNECT VALVE:** The pump discharge piping components shall be 1-1/4" IPS and consist of PVC pipe fittings, a PVC ball valve, rated at 235 psi

WOG, with integral union to facilitate piping disconnect. Installation of the pump discharge piping shall require field assembly by the installing party.

2.07 **ELECTRICAL QUICK DISCONNECT:** The grinder pump core shall include a factory-installed NEMA 6P electrical quick disconnect (EQD) for all power and control functions. The EQD will be supplied with 32', 25' of useable electrical supply cable (ESC) to connect to the alarm panel. The EQD shall require no tools for assembly, seal against water before the electrical connection is made, and include radial seals to assure a watertight seal regardless of tightening torque. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts. Junction boxes are not acceptable due to the large number of potential leak points. The EQD shall be so designed to be conducive to field wiring as required.

2.08 **CHECK VALVE**: The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The working pressure of the valve shall be at least 235 psi. Ball type check valves are unacceptable due to their limited sealing capacity in slurry applications.

2.09 **ANTI-SIPHON VALVE**: The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices, due to their tendency to clog from the solids in the slurry being pumped. Anti-siphon port diameter shall be no less than 60% of the inside diameter of the pump discharge piping.

2.10 **CORE UNIT:** The grinder pump station shall have an easily removable core assembly containing pump, motor, grinder, all motor controls, check valve, anti-siphon valve, electrical quick disconnect and wiring. The watertight integrity of the core unit shall be established by a 100% factory test at a minimum of 5 PSIG.

2.11 **CONTROLS**: All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating motor starting controls in a plastic enclosure is not acceptable. The wastewater level sensing controls shall be housed in a separate enclosure from the motor starting controls. The level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. The level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a way as to minimize the potential for the accumulation of grease and debris accumulation, etc. The level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.

Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be sealed radially with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into tank-mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and insect infestation. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a **FACTORY INSTALLED** NEMA 6P EQD half attached to it.

2.12 ALARM PANEL: Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The enclosure shall not exceed 10.5" W x 14" H x 7" D, or 12.5" W x 16" H x 7.5" D if certain options are included.

The alarm panel shall contain one 15-amp, double-pole circuit breaker for the pump core's power circuit and one 15-amp single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:

1. When liquid level in the sewage wet-well rises above the alarm level, audible and visual alarms are activated, the contacts on the alarm pressure switch activate, and the redundant pump starting system is energized.

2. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.

3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the "off" setting of the alarm pressure switch.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain the NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

Protection Package

Provides protection from the following three operating conditions:

- **Low Voltage (Brownout) Protection –** A lockout cycle will prevent the motor from operating and will illuminate an LED if:
    - the pump is running and the voltage drops below a predetermined minimum (211 volts for a 240 volt system) for 5 seconds
    - the pump is off and the voltage is below the predetermined starting voltage (220 volts for a 240 volt system)

  The system continues to retest every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally (pump starts). The LED remains illuminated during a Brownout condition and remains latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.
- **Run Dry Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the wastewater level in the tank is below the pump inlet level. The condition is rechecked every 20 minutes. If the lockout cycle has been initiated and the condition is satisfied, the pump is allowed to cycle normally but the LED remains latched. The LED will remain latched until the pump breaker is turned off and then on again (reset). If the condition is not satisfied after 3 consecutive attempts, the visual and audible alarm will be activated until the pump breaker is turned on and off (reset) or until there is one cycle of normal operation. If a high level condition is presented at any time, a pump run cycle will be activated.
- **High System Pressure Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally but the LED remains latched. The LED will remain latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.

In all of the above cases, if more than one error condition is presented, the LED depicting the most recent error condition will be displayed.

Other included features:

- Includes Alarm Contacts Package (as detailed above)
- Includes Inner Door Dead Front
- Separate LED's for each condition

Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed, cover suitably mounted to provide access for connection of an external generator while maintaining the NEMA 4X

rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power during a power outage. The alarm board power shall be provided through the generator receptacle during a power outage, allowing the audible and visual alarms to function normally in generator mode. When AC power is restored, the panel is automatically switched back to the AC power mode.

2.13 **SERVICEABILITY**: The grinder pump core, including level sensor assembly, shall have two lifting hooks complete with lift-out harness connected to its top housing to facilitate easy core removal when necessary. The level sensor assembly must be easily removed from the pump assembly for service or replacement. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation. Each EQD half must include a water-tight cover to protect the internal electrical pins while the EQD is unplugged. All motor control components shall be mounted on a readily replaceable bracket for ease of field service.

2.14 **OSHA CONFINED SPACE:** All maintenance tasks for the grinder pump station must be possible without entry into the grinder pump station (as per OSHA 1910.146 Permit-required confined spaces). *"Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space."*

2.15 **SAFETY**: The grinder pump shall be free from electrical and fire hazards as required in a residential environment. As evidence of compliance with this requirement, the completely assembled and wired grinder pump station shall be listed by Underwriters Laboratories, Inc., to be safe and appropriate for the intended use. UL listing of components of the station, or third-party testing to UL standard are not acceptable.

The grinder pump shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the grinder pump shall bear the seal of NSF International. Third-party testing to NSF standard is not acceptable.

3.0 EXECUTION

3.01 **FACTORY TEST**: Each grinder pump shall be submerged and operated for 5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above listed items. Actual appurtenances and controls which will be installed in the field, shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps is not acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two different points on its curve, with a maximum pressure of no less than 80 psi and a factory bearing vibration test. The **ENGINEER** reserves the right to inspect such testing procedures with representatives of the **OWNER,** at the **GRINDER PUMP MANUFACTURER'S** facility. Fiberglass basins with stainless steel discharge bulkhead shall be factory tested to be watertight.

3.02 **CERTIFIED SERVICE PROGRAM:** The grinder pump **MANUFACTURER** shall provide a program implemented by the **MANUFACTURER'S** personnel as described in this specification to certify the service company as an authorized serviced

center. As evidence of this, the **MANUFACTURER** shall provide, when requested, sufficient evidence that they have maintained their own service department for a minimum of 30 years and currently employ a minimum of five employees specifically in the service department.

As part of this program, the **MANUFACTURER** shall evaluate the service technicians as well as the service organization annually. The service company will be authorized by the **MANUFACTURER** to make independent warranty judgments. The areas covered by the program shall include, as a minimum:

1. Pump Population Information — The service company will maintain a detailed database for the grinder pumps in the territory that tracks serial numbers by address.

2. Inventory Management — The service company must maintain an appropriate of level inventory (pumps, tanks, panels, service parts, etc.) including regular inventory review and proper inventory labeling. Service technicians will also maintain appropriate parts inventory and spare core(s) on service vehicles.

3. Service Personnel Certification — Service technicians will maintain their level-specific certification annually. The certifications are given in field troubleshooting, repair, and training.

4. Service Documentation and Records — Start up sheets, service call records, and customer feedback will be recorded and available by the service company.

5. Shop Organization — The service company will keep its service shop organized and pumps will be tagged with site information at all times. The shop will have all required equipment, a test tank, and cleaning tools necessary to service pumps properly.

3.03 **DELIVERY**: All grinder pump core units, including level controls, will be delivered to the job site 100 percent completely assembled, including testing, ready for installation. Grinder pump cores will be shipped separately from the tanks. Installing the cores and discharge piping into the tanks is the only assembly step required and allowed due to the workmanship issues associated with other on-site assembly. Grinder pump cores must be boxed for ease of handling.

3.04 **INSTALLATION:** Earth excavation and backfill are specified under SITE WORK, but are also to be done as a part of the work under this section, including any necessary sheeting and bracing.

The **CONTRACTOR** shall be responsible for handling ground water to provide a firm, dry subgrade for the structure, and shall guard against flotation or other damage resulting from general water or flooding.

The grinder pump stations shall not be set into the excavation until the installation procedures and excavation have been approved by the **ENGINEER**.

Remove packing material. User's instructions MUST be given to the **OWNER**. Hardware supplied with the unit, if required, will be used at installation. The basin will be supplied with a standard 4" inlet grommet (4.50" OD) for connecting the incoming sewer line. Appropriate inlet piping must be used. The basin may not be dropped, rolled or laid on its side for any reason.

Installation shall be accomplished so that 1" to 4" of accessway, below the bottom of the lid, extends above the finished grade line. The finished grade shall slope away from the unit. The diameter of the excavated hole must be large enough to allow for the concrete anchor.

A 6" inch (minimum) layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8" or more than 3/4" shall be used as bedding material under each unit.

A concrete anti-flotation collar, as detailed on the drawings, and sized according to the manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump or poured in place. Each grinder pump station with its pre-cast anti-flotation collar shall have a minimum of three lifting eyes for loading and unloading purposes.

If the concrete is poured in place, the unit shall be leveled, and filled with water, to the bottom of the inlet, to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.

The **CONTRACTOR** will provide and install a 4-foot piece of 4-inch SCH 40 PVC pipe with water tight cap, to stub-out the inlet for the property owners' installation contractor, as depicted on the contract drawings.

The electrical enclosure shall be furnished, installed and wired to the grinder pump station by the **CONTRACTOR**. An alarm device is required on every installation, there shall be NO EXCEPTIONS. It will be the responsibility of the **CONTRACTOR** and the **ENGINEER** to coordinate with the individual property owner(s) to determine the optimum location for the alarm panel.

The **CONTRACTOR** shall mount the alarm device in a conspicuous location, as per national and local codes. The alarm panel will be connected to the grinder pump station by a length of 6 conductor 12 gauge type TC cable as shown on the contract drawings. The power and alarm circuits must be on separate power circuits. The grinder pump stations will be provided with 32', 25' of useable, electrical supply cable to connect the station to the alarm panel. This cable shall be supplied with a **FACTORY INSTALLED** EQD half to connect to the mating EQD half on the core.

3.05 BACKFILL REQUIREMENTS: Proper backfill is essential to the long-term reliability of any underground structure. Several methods of backfill are available to produce favorable results with different native soil conditions. The most highly recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern, Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class 1, angular crushed stone offers an added benefit in that it doesn't need to be compacted.

Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density. If the native soil condition consists of clean compactible soil, with less than 12 percent fines, free of ice, rocks, roots and organic material, it may be an acceptable backfill. Soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density of between 85 percent and 90 percent. Heavy, non-compactible clays and silts are not suitable backfill for this or any underground structure such as inlet or discharge lines.

If you are unsure of the consistency of the native soil, it is recommended that a geotechnical evaluation of the material is obtained before specifying backfill.

Another option is the use of a flowable fill (i.e., low slump concrete). This is particularly attractive when installing grinder pump stations in augured holes where tight clearances make it difficult to assure proper backfilling and compaction with dry materials. Flowable fills should not be dropped more than four feet from the discharge to the bottom of the hole to avoid separation of the constituent materials.

Backfill of clean native earth, free of rocks, roots, and foreign objects shall be thoroughly compacted in lifts not exceeding 12" to a final Proctor Density of not less than 85 percent. Improper backfilling may result in damaged accessways. The grinder pump station shall be installed at a minimum depth from grade to the top of the 1 1/4" discharge line to assure maximum frost protection. The finish grade line shall be 1" to 4" below the bottom of the lid; final grade shall slope away from the grinder pump station.

All restoration will be the responsibility of the **CONTRACTOR**. Per unit costs for this item shall be included in the **CONTRACTOR'S** bid price for the individual grinder pump stations. The properties shall be restored to their original condition in all respects, including, but not limited to, curb and sidewalk replacement, landscaping, loaming and seeding, and restoration of the traveled ways, as directed by the **ENGINEER**.

3.06 **START-UP AND FIELD TESTING**: The **MANUFACTURER** shall provide the services of qualified factory trained technician(s) who shall inspect the placement and wiring of each station, perform field tests as specified herein, and instruct the **OWNER'S** personnel in the operation and maintenance of the equipment before the stations are accepted by the **OWNER**.

All equipment and materials necessary to perform testing shall be the responsibility of the **INSTALLING CONTRACTOR.** This includes, as a minimum, a portable generator and power cable (if temporary power is required), water in each basin (filled to a depth sufficient to verify the high level alarm is operating), and opening of all valves in the system. These steps shall be completed prior to the qualified factory trained technician(s) arrival on site.

The services of a trained factory-authorized technician shall be provided at a rate of 40 hours for every 100 grinder pump stations supplied.

Upon completion of the installation, the authorized factory technician(s) will perform the following test on each station:

1. Make certain the discharge shut-off valve in the station is fully open.

2. Turn ON the alarm power circuit and verify the alarm is functioning properly.

3. Turn ON the pump power circuit. Initiate the pump operation to verify automatic "on/off" controls are operative. The pump should immediately turn ON.

4. Consult the manufacturer's service manual for detailed start-up procedures.

Upon completion of the start-up and testing, the **MANUFACTURER** shall submit to the **ENGINEER** the start-up authorization form describing the results of the tests performed for each grinder pump station. Final acceptance of the system will not occur until authorization forms have been received for each pump station installed and any installation deficiencies corrected.

4.0 OPERATION AND MAINTENANCE

4.01 **SPARE CORE:** The **MANUFACTURER** will supply one spare grinder pump core for every 50 grinder pump stations installed or portion thereof, complete with all operating controls level sensors, check valve, anti-siphon valve, pump/motor unit and grinder.

4.02 **MANUALS:** The **MANUFACTURER** shall supply four copies of operation and maintenance manuals to the **OWNER**, and one copy to the **ENGINEER**.

END OF SECTION

WARRANTY PERFORMANCE CERTIFICATION

As a pre-bid certification requirement, each bidder shall provide a Warranty Performance Certification executed by the most senior executive officer, which certifies a minimum of a two (2) year warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the manufacturer will bear **all** costs to correct original equipment deficiency for the effective period of the warranty.

I,_____, by and through my duly authorized signature below as its most senior operating executive, certify that _____ _____ will provide a one (1) year warranty on grinder pump equipment manufactured and supplied by _____ _____ for the _____ _____ project. I further certify that, other than failure to install equipment in accordance with manufacturer's instructions, no exclusions and/or cost items to maintain said equipment in warrantable condition, including labor, travel and shipping fees, exist except as detailed immediately below:

EXCLUSIONS: 1. _____
2. _____
3. _____

COST ITEMS TO MAINTAIN EQUIPMENT IN WARRANTABLE CONDITION:	Required Frequency (mos)	Avg. monthly cost ($) times warranty period
1. _____	_____	$_____
2. _____	_____	$_____
3. _____	_____	$_____
4. _____	_____	$_____
5. _____	_____	$_____

Total labor/material cost to maintain equipment in warrantable condition for warranty period ($): _____

For any items not identified as exclusions or additional cost items above, OR for additional labor & material costs required to maintain equipment in warrantable condition that exceed the Avg. monthly cost ($) detailed above, _____ will bear all costs to correct such original equipment deficiency for the effective period of the warranty including all applicable labor, travel and shipping fees.

_____ _____
Signature Date

_____
Title

MANUFACTURER'S DISCLOSURE STATEMENT

Note: To be completed if proposing an alternate

1.0 GENERAL:

1.01 General Description
Describe all non-conforming aspects to the specification:

1.04 Experience
List 10 low pressure sewer system installations ***of the type of pump/station specified (progressive cavity type)*** that have been in operation for a period of no less than ten years with a minimum of 100 pumps pumping into a "common" low pressure sewer system. Provide Name and Location, Contact Name, Phone Number, Number of Pumps, and Install Date for each.

1.05 Operating Conditions
Describe all non-conforming aspects to the specification:

1.06 Warranty
Fully state the manufacturer's warranty:

2.0 PRODUCT:

2.01. Pump
Describe all non-conforming aspects to the specification:

2.02. Grinder
Describe all non-conforming aspects to the specification:

2.03 Motor
Describe all non-conforming aspects to the specification:

2.05 Tank
Describe all non-conforming aspects to the specification:

2.07 Electrical Quick Disconnect
Describe all non-conforming aspects to the specification:

2.08 Check Valve
Describe all non-conforming aspects to the specification:

2.09 Anti-Siphon Valve
Describe all non-conforming aspects to the specification:

_____
_____
_____
_____
_____

2.11 Controls
Describe all non-conforming aspects to the specification:

_____
_____
_____
_____
_____

2.15 Safety
Describe all non-conforming aspects to the specification:

_____
_____
_____
_____

3.0 EXECUTION:

3.01 Factory Test
Describe all non-conforming aspects to the specification:

_____
_____
_____
_____

I attest that all questions are answered truthfully and all non-conforming aspects to the specifications have been described where requested.

Manufacturer: _____

By: _____ _____ Date: _____
Name of Corporate Officer Signature

_____
Title of Corporate Officer

Witness: _____ _____ Date: _____
Name Signature

Environment One Corporation
2773 Balltown Road
Niskayuna, New York 12309
www.eone.com
A Precision Castparts Company

LM000359 Rev A

EI² Start-Up Request Form

Address: _____ Project: _____

Contractor: _____ Name: _____

Contact #_____ Requested Date of Start-Up: _____

Please answer the following questions by circling "yes" or "no".

1. Ballast installed as indicated in the installation manual?	Yes	No
2. Tank installed above finished grade (12" extension max)?	Yes	No
3. All miscellaneous debris removed from inlet pipe and tank before start-up? **TANK MUST BE CLEAN**	Yes	No
4. Center of inlet pipe a minimum of 30" from bottom of tank?	Yes	No
5. Inlet grommet installed correctly using a hole saw?	Yes	No
6. Discharge assembly installed per factory diagram?	Yes	No
7. Mushroom vent installed when permitted (check code)?	Yes	No
8. 1¼" discharge piping from tank to tap (1½" max)?	Yes	No
9. Control panel mounted 48" above finished grade?	Yes	No
10. **LABELED** 30 AMP breaker feeding the E/One control panel?	Yes	No
11. Factory cord grip connector installed properly?	Yes	No
12. Supply cable installed using ¾" (min) electrical conduit?	Yes	No
13. No conduit penetrations on the top or side of the control panel?	Yes	No
14. All conduits in the panel sealed to prevent moisture damage?	Yes	No
15. EQD plug must extend past the top of the tank (24" max)?	Yes	No
16. EQD, Equalizer, and rope secured at the top of the tank?	Yes	No
17. All residential and main valves opened before start-up?	Yes	No

- If you answered "no" to any of the above questions please make the needed corrections before submitting this request.
- Once Environmental Improvements, Inc has received the request a representative will contact you to make an appointment for the start-up. The start-up will be completed within the next 2 business days.
- At the time of start-up the signee of this form must be present.
- A failed start-up will result in a second start-up once corrections have been made and a new request form has been submitted.
- An additional fee will be invoiced to the party requesting the second start-up.

By signing below I acknowledge that I understand the terms and conditions of this formal request form. Please contact Environmental Improvements, Inc with any questions or concerns at (512) 295-3733.

Sign: _____ Date: _____

PLEASE FAX ALL REQUEST FORMS TO (512) 295-4028

EI² Start-Up

Customer:	Project:
Address:	Inspected By:
City: Zip:	Inspection Date:
Contact #	Date Sold:

1. Ballast installed as indicated in the installation manual?	Yes	No
2. Tank installed above finished grade (12" extension max)?	Yes	No
3. All miscellaneous debris removed from inlet pipe and tank before start-up? **(TANK MUST BE CLEAN)**	Yes	No
4. Center of inlet pipe a minimum of 30" from bottom of tank?	Yes	No
5. Inlet grommet installed correctly using a hole saw?	Yes	No
6. Discharge assembly installed per factory diagram?	Yes	No
7. Mushroom vent installed when permitted (check code)?	Yes	No
8. 1¼" discharge piping from tank to tap (1½" max)?	Yes	No
9. Control panel mounted 48" above finished grade?	Yes	No
10. Dedicated 30 AMP breaker feeding the control panel?	Yes	No
11. Factory cord grip connector installed properly?	Yes	No
12. Supply cable installed using ¾" (min) electrical conduit?	Yes	No
13. No conduit penetrations on the top or side of the control panel?	Yes	No
14. All conduits in the panel sealed to prevent moisture damage?	Yes	No
15. Confirm EQD plug has no moisture inside?	Yes	No
16. EQD plug must extend past the top of the tank (24" max)?	Yes	No
17. EQD, Equalizer, and rope secured at the top of the tank?	Yes	No
18. All residential and main valves opened before start-up?	Yes	No
19. All Electrical, Operational, and Start-Up Test performed as shown in the factory installation manual.	Yes	No

Serial #								
Volts/Amps								

Comments:

_____

_____

☐ APPROVED ☐ NOT APPROVED

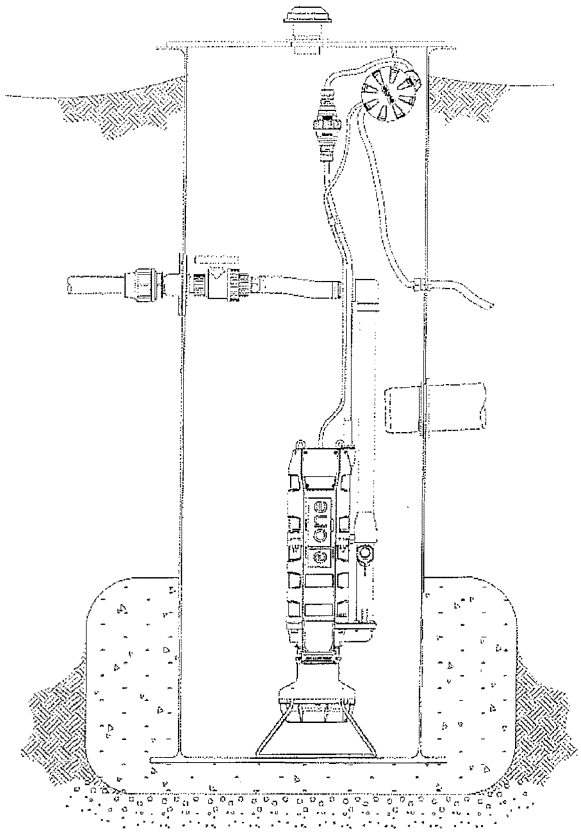
(FACTORY WARRANTY VOID)

NOT APPROVED: Contact Environmental Improvements, Inc. (512-295-3733)

E/ONE EXTREME SERIES

gatorgrinder™

Limited Warranty



Environment One offers a limited warranty that guarantees its product to be free of defects in material and factory workmanship for a period of 12 months from the date of installation, or 15 months from the date of shipment, whichever comes first, provided the product is properly installed, serviced and operated under normal conditions and according to manufacturer's instructions. Repairs or replacement parts required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment, freight prepaid and allowed, to the manufacturer or its nearest authorized service center.

Environmental Improvements, Inc. will extend the warranty period an additional 24 months contingent on an approved inspection and start-up. The inspection and start-up must be completed by Environmental Improvements, Inc.

Environment One Corporation
2773 Balltown Rd • Niskayuna NY USA 12309
518.346.6161 • www.eone.com

APPENDIX B
LANDSCAPE AND IRRIGATION GUIDELINES

1. Lazy Nine Municipal Utility District No. 1B (the "District") construction contract requirements ("CCRs") for land in the District will adopt and include Irrigation and Landscape Conservation Guidelines as provided by Lower Colorado River Authority / West Travis County Public Utility Agency.

2. The Irrigation Guidelines will include the following items and conditions:

    a. Landscape irrigation systems shall be installed by a licensed irrigator unless the homeowner is physically installing the system. Contractors installing irrigation systems must provide plans to the homeowner for residential lots and to the District and HOA for common areas. Watering schedule recommendations will be clearly posted in or near the system controller box.

    b. Automatic irrigation systems are required to have a rain sensor connected to an irrigation controller in order to stop an irrigation cycle during and after a rainfall event. Rain sensors are to be installed in an unobstructed area such as a roof top or fence line. Rain sensors are to be adjusted at the one-quarter inch setting.

    c. Irrigation systems are required to have pressure regulators if static pressure at the site exceeds the sprinkler manufacturer's recommended operating range.

    d. Irrigation systems are to have a controller with multiple cycle capability, rain sensor capability and an irrigation water budget feature.

    e. Sprinkler systems will be designed to minimize over-spray onto hardscapes. Planting beds may be irrigated with low-flow or spray irrigation. Spray heads must be designed to prevent low head drainage.

    f. Sprinkler heads are to be installed at least eight inches (8") from the curb.

    g. Low volume irrigation is to be installed in areas less than 10 feet (10') wide such as median strips, parking islands, traffic circles and other similar features.

3. Spray irrigation of each home or business shall be limited to 2.5 times the foundation foot print with a 12,000 square foot maximum irrigation area. Calculation of a residential foot print may include the house and garage but not the driveway or patio.

4. Common area irrigation is to be limited to the period of time between the hours of 7:00 pm and 10:00 am. No irrigation of common areas is to occur between the hours of 10:00 am and 7:00 pm unless the source of irrigation water is reclaimed treated wastewater effluent.

5. Incorporation of treated wastewater effluent, collected rainwater, and collected stormwater run-off into selected irrigation systems, particularly for common areas, will be encouraged for installation where practical and possible within regulatory parameters and economic feasibility.

6. Subdivision entryways and entry features are to be limited to 10,000 square feet each. Street intersections within the subdivision that have irrigated landscape areas are to be limited to 4,000 square feet per intersection.

7. Landscape Conservation Guidelines are to include the following items:

    a. General. The Landscape Conservation Guidelines are modeled after the "Sensible Landscaping for Central Texas" guidebook for home builders and homeowners adopted by the Homebuilders Association of Greater Austin (http://www.hbaaustin.com) and are intended to provide builders and homeowners with a well-designed, water-efficient landscape.

    b. Design
        i. Turf shall not be planted on more than 50 percent, or up to 7,000 square feet, of the landscape. Longer leafed native grasses and wildflowers that use low amounts of water are not considered turf grass in this context.
        ii. Total area irrigated with an automatic in-ground irrigation system for each home shall be limited to a 12,000 square foot maximum.

    c. Soil
        i. There shall be no less than 6 inches of high quality topsoil in planted areas.
        ii. Topsoil shall be native soil from the site, or fertile, friable, blended soil/compost blend. Topsoil shall not be of any admixture of

subsoil or slag and shall be free of stones more than 1.5 inches in diameter, lumps, refuse, plants or their roots, sticks, noxious weeds, salts, soil sterilants or other material detrimental to plant growth. If topsoil is delivered, it shall be obtained from a well-drained site that is free of flooding. Topsoil shall not be delivered or used while muddy. Non-native topsoil shall contain no less than 25 percent organic matter (compost) blended through the soil.

iii. Topsoil added to the site shall be incorporated into existing surface in a 2-inch to 3-inch scarified transition layer to enable water to drain adequately through the different types of soil. Do not scarify within the drip line of existing trees that will be retained.

d. Irrigation

i. Automated irrigation systems shall not be required in any new landscape. However, if irrigation is installed, it shall be required to meet the guidelines outlined in this section.

ii. All irrigation systems shall be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34 and Title 30 Texas Administrative Code, Chapter 344 rules, as regulated and enforced by the TCEQ. Irrigation contractors who install the irrigation systems must be TCEQ Licensed Irrigators.

iii. Drip irrigation shall be used for all irrigated landscaped areas, excluding turf. Turf may be irrigated with drip, but it is not required.

iv. Areas planted with turf shall be in separate zones from areas planted with shrubs, trees or perennials.

v. Hydrozoning of automatically irrigated areas will be scheduled with plants with similar watering needs.

vi. All automatic irrigation systems are required to have a rain sensor, a soil moisture sensor or a weather sensor connected to an irrigation controller in order to stop the irrigation cycle during and after a rainfall event. Rain sensors are to be installed in a location where rainfall is unobstructed. Rain sensors should be adjusted to the 1/4-inch setting.

vii. Sprinkler irrigation is prohibited in median strips, parking islands and all landscape areas less than 10 feet from curb to curb or 10 feet in width. Areas less than 10 feet curb-to-curb or 10 feet in width can be irrigated with low volume irrigation. Low-volume irrigation (subsurface drip irrigation or drip irrigation) shall be installed in long landscape strips less than 10 feet in width to avoid

runoff and overspray onto the hardscape.

viii. All new residential irrigation systems are required to have pressure regulation where static operating pressure exceeds the sprinkler manufacturer's recommended operating range, to eliminate extensive misting. These may include in-line pressure regulators, flow control valves or sprinkler devices equipped with pressure regulation stems or nozzles. Irrigation systems must have a controller that features multiple start times, rain sensor capability, a water budget feature and a non-volatile memory in case of power outage.

ix. Scheduling recommendations shall be posted inside or immediately near the controller enclosure box for easy reference.

x. Homeowners shall be provided with a complete irrigation plan (or as-built drawing) that describes the location of each irrigation zone, control valves and sprinkler devices.

xi. Sprinkler systems shall be designed with no overspray onto the hardscape.

xii. Sprinkler zones located at the bottom of sloped terrain along curbs, sidewalks, driveways and other hardscapes should be equipped with devices such as in-line check valves and sprinkler heads with check valves that prevent low-head drainage after the sprinkler zone is turned off.

e. Plant Choice

i. Plants used must be native and drought tolerant. The grow green guide (http://austintexas.gov/department/grow-green/plant-guide) can be used as a reference for appropriate plants.

ii. Turf grasses should be limited to low-water-use turfs. Do not plant St. Augustine grasses.

iii. Invasive plants shall not be used. The grow green guide can be used as a reference for invasive plants to avoid.

f. Plant Prepping

i. A hole dug for a plant or tree should be 2 to 3 times wider than the container or root ball the plant is being stored in, insuring water is able to be absorbed by the plant's roots.

ii. Make sure the existing soil has been blended with compost before the sodding or seeding with the recommended turfgrass.

g. Plant Placement and Spacing

i. Proper plant placement and spacing is critical to plant health and long-term landscape quality. Plant placement too close to buildings can cause problems with plant disease, insects and structural problems. Proper plant spacing ensures good air flow and room for plants to mature without crowding. Consider the mature height and width of plants before planting them.

h. Mulch
    i. All areas planted with trees, perennials and shrubs shall be finished with a 2-inch to 4-inch deep layer of high quality 50/50 blend of organic mulch and compost blend.
    ii. Wood chip mulch must be clean wood chips free of man-made debris, shredded into coarse pieces ranging in size from 1 to 3 inches.
    iii. Rock mulch shall be used in planting beds only as temporary mulch until full plant coverage is achieved, or as permanent mulch in areas with native shrubs and perennials.

i. Maintenance
    i. Replenish mulch/compost blend every two years at a minimum. Doing so in the fall and spring is recommended.
    ii. Aerate turfgrass within the first year of construction and twice a year after that (Oct. 1 and March 1).
    iii. Topdress turfgrass areas with quality compost twice a year (Oct. 1 and March 1) at a depth of 1/4-inch to 1/2-inch following the aeration and drag or rake it into the canopy and aeration holes.
    iv. Set the automatic irrigation system back to a normal schedule after the establishment period.

8. CCRs for the development within the District are not to prohibit property owners from implementing measures promoting solid-waste compositing of vegetation including grass clippings, leaves, brush or leaving grass clippings uncollected on lawns and yards; installation of rain barrels or a rainwater harvesting system or installation of efficient irrigation systems including underground drip or other drip systems.

9. CCRs for the development within the District area may not require:

    a. A defined irrigation schedule specified by the HOA except if a defined irrigation schedule is mandated by the HOA's water supplier in order to

curtail outdoor water use.

b. Maintenance of landscaping to a specified level that requires property owners to absolutely irrigate his landscaping.

c. Installation or maintenance of any specific variety or limited choice of varieties of turf grass.

d. Installation of a minimum percentage of turf grass in the landscape.