

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 39

**AMENDED AND RESTATED ORDER ESTABLISHING RATES AND CHARGES AND
ADOPTING RULES AND POLICIES REGARDING THE DISTRICT'S SYSTEMS**

(January 27, 2026)

Under Section 49.212, *Texas Water Code*, the Board of Directors (the "Board") of Williamson County Municipal Utility District No. 39 (the "District") is authorized to adopt and enforce all necessary charges, fees, or rentals for providing District facilities or services.

Under Section 54.205, *Texas Water Code*, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary, and adequate plumbing facilities as part of its sewer system; and (ii) to regulate privileges on any land or easement controlled by the District.

The Board previously adopted an Amended and Restated Order Establishing Rates and Charges and Adopting Rules and Policies Regarding the District's Systems dated September 3, 2025 (the "Prior Order").

The Board now wishes to amend and restate the Prior Order in its entirety, as set forth herein.

IT IS, THEREFORE, ORDERED BY THE BOARD AS FOLLOWS:

I. General Policies.

A. Definitions. In addition to the terms defined in the preamble to this Order, when used in this Order,

1. "BOD" or "Biochemical Oxygen Demand" means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by standard laboratory procedures for five days at 20° C. expressed as a concentration in mg/l.

2. "Board" has the meaning ascribed thereto in the Recitals.

3. "Builder" means a developer, contractor, commercial builder, or homebuilder in the District.

4. "City" means the City of Georgetown, Texas.

5. "COD" or "Chemical Oxygen Demand" means the measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant as determined by standard laboratory procedures as specified in Standard Methods expressed as mg/l.

6. "Commercial Connection" means any property improved for a use other than one single-family or duplex residence, including a commercial or industrial development, a multi-family residential development (including apartment complexes and condominiums), a school facility, an amenity center, or any other development or structure that does not constitute one single-family or duplex residence.

7. “Connection” means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

8. “District” has the meaning ascribed thereto in the Recitals.

9. “District’s Drainage System” means any drainage improvements designed and constructed to serve, in whole or in part, the land within the District; District drainage easements; and all other facilities, whether natural or constructed, and lands or interests in land that receive, retain, detain and/or convey drainage and/or stormwater within or through the District, as applicable, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and all other facilities, land and easements owned, maintained or controlled by the District for the purpose of collecting, controlling, storing, managing or distributing storm and flood waters or run-off.

10. “District’s Representative” means the operator for the District, another representative or employee of the District acting under the direction of the Board or the operator, or an employee of the City acting under the authority of a contract between the District and the City.

11. “District’s Systems” means the District’s Wastewater System and the District’s Drainage System.

12. “District’s Wastewater System” means the District’s wastewater collection, treatment, and disposal system.

13. “Grinder Pump” means an on-site component that receives raw wastewater from a private wastewater service line, grinds the solids present in the raw wastewater to a slurry, and provides the motive force for transporting the raw wastewater to the terminus of the collection system. A Grinder Pump that is installed in a wet well constructed as a part of the District’s Wastewater System, located in a District easement adjacent to the street, is a “District Grinder Pump.” A District Grinder Pump that includes two wet wells and two pumps is a “Duplex Grinder Pump.” Any additional Grinder Pump that is installed as a part of a homeowner’s internal plumbing due to specific lot topography or home design is a “Homeowner Grinder Pump.” Any Grinder Pump that serves a commercial project that includes a restaurant or other use that generates wastewater other than normal, domestic wastewater is a “Commercial Grinder Pump.”

14. “Inadmissible Waste” means any waste identified on the List of Inadmissible Wastes, as such term is defined in Section V(A)(6).

15. “Industrial Waste” means waterborne liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade, or business.

16. “International Plumbing Code” means the International Residential Code for One and Two Family Dwellings dated 2000 and the International Plumbing Code dated 2009, as applicable, as published by the International Code Council, Inc., as amended from time to time.

17. “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a Residential Connection or, for multi-family, commercial or other non-single family residential uses: (i) for water utility service, its equivalent as determined by the City pursuant to its Water Service Tariff, as amended from time to time; and (ii) for wastewater utility service, its equivalent under the following schedule:

<u>Water Meter Size</u>	<u>Living Unit Equivalent(s)</u>
5/8"	1
3/4"	1.5
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25
6"	80
8"	140
10"	220
12"	270

18. "mg/l" means milligrams per liter.

19. "Non-Domestic Waste" means any wastewater or discharge other than ordinary domestic wastewater.

20. "Order" means this Order Establishing Rates and Charges and Adopting Rules and Polices Regarding the District's Systems, as may be amended from time to time.

21. "Plat" has the meaning ascribed thereto in Section III(G)(2).

22. "Prior Order" has the meaning ascribed thereto in the Recitals.

23. "Residential Connection" means a single-family residence receiving service through a single 5/8-inch or 3/4-inch water meter, but does not include a multi-family residence or apartment complex.

24. "Rules" means all rules and regulations adopted by the District under Section 54.205, Texas Water Code, including the provisions of this Order.

25. "TCEQ" means the Texas Commission on Environmental Quality, or its successor agency.

26. "TSS" or "Total Suspended Solids" means the total suspended matter that floats on the surface of or is suspended in water, wastewater, or other liquid that is removable by laboratory filtering expressed in mg/l.

B. All Services Charged. At no time will the District render services without charge to any person, firm, corporation, organization, or entity.

C. Provisions of this Order Constitute Service Agreement. All customers receiving utility service from the District are subject to the requirements of this Order. The provisions of this Order constitute a service agreement between the District and each customer receiving utility services from the District. By requesting or accepting utility services from the District, each customer agrees to comply with the provisions of the Rules, including this Order.

II. Connections to the District's Systems; Construction of the District's Systems.

A. Preconstruction Meeting. Prior to installing underground cables or other facilities or excavating in the area of the District's Systems, representatives of Builders and/or utility

companies must meet with the District's Representative to file their construction plans and schedules and to review the engineering plans depicting the location of the District's lines and other facilities. All Builders and/or utility companies must confirm the location of all utilities and facilities in the work area and will be responsible for the immediate repair of any damage to the utilities, services, and facilities that may result from their work and all costs and expenses incurred by the District as a result of such damage. The utilities, facilities, and services to which this provision applies include, but are not limited to, street lights, electric lines, boxes and transformers, natural gas facilities, television cable facilities, water lines, wastewater lines, telephone facilities, curbs and concrete flat work, and irrigation systems.

B. Applications for Connections.

1. Any party desiring to make a connection to the District's Wastewater System must submit an application to the District's Representative in the form approved by the Board. The applicant must, upon request, furnish the District's Representative with evidence that the party that will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 for bodily injury and \$500,000 for property damage, with an underground rider and a completed operations rider.

2. The District's Representative will review all applications for connections to the District's Wastewater System. If the District's Representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the International Plumbing Code and are in compliance with all terms and conditions of the Rules, the District's Representative may approve the application and issue a permit for the proposed connection, subject to such terms and conditions as the District's Representative deems appropriate to accomplish the purposes and objectives of the Rules.

C. Construction of Connecting Facilities. After receiving approval from the District's Representative, a party may proceed with a connection to the District's Wastewater System, but before any connecting line or connection to the District's Wastewater System are covered or enclosed with dirt or any other material, the District's Representative must inspect the construction to confirm that the lines and connection have been properly installed and the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the requirements of this Order, the connection permit, and the International Plumbing Code. Following such inspection, the recipient of the connection permit must ensure the connecting line and connection are covered with proper materials as authorized and approved by the District's Representative, and must backfill any cuts made in paved streets with sand, road base, and/or cement materials compacted to standard acceptable densities and covered with paving material in a manner acceptable to the District's Representative. All connection lines and other materials must be furnished by the party installing the lines and making the connection.

D. Grinder Pumps/Lift Stations. All private lift stations or Grinder Pumps required for wastewater service to an individual customer must be obtained from and installed by the District's contractor at the customer's expense. The District's engineer must approve the plans for any such facility prior to the time construction is initiated, and the customer who will be served by the facilities must enter into an Agreement Concerning District Grinder Pump System, in the form attached as **Exhibit A**, with the District prior to initiation of utility service.

E. Scheduling Connections. An applicant for a new connection to the District's Wastewater System must notify the District's Representative and pay all required District fees a minimum of 15 business days before the date the connection is proposed to be made. Installation

of private lift stations or Grinder Pumps must be scheduled through the District's Representative a minimum of 15 business days in advance of the date the installation is required.

F. Service to a New Customer at an Existing Service Address. A new customer desiring to receive wastewater service at an existing service address must submit the required application to the District's Representative and pay all required District fees concurrently with its application for and prior to the initiation of water service to the address, and any failure to do so is a violation of this Order, and grounds for termination of service and a penalty under Articles XI and XIV of this Order, respectively.

G. Payment of Fees. Any party desiring to make a connection to the District's Wastewater System must pay all applicable District fees to the District's Representative at the time the application for the connection is made. No connection may be made until all fees for the proposed connection and any outstanding fees relating to any prior connections by the applicant are paid. In addition, any non-routine charges incurred by the District in connection with any wastewater tap and/or inspection will be the responsibility of the applicant and will be payable to the District upon demand. **Any applicant with outstanding fees due to the District, including any previously back-charged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until those outstanding fees are paid.** Except as otherwise expressly provided in this Order, all fees and charges are non-refundable.

H. Reclaimed Water Service Agreement. The negotiation and execution of a reclaimed water service agreement between the District and the applicant for such service will be required prior to any sale or use of reclaimed water by such applicant. The applicant for such service will be responsible for the District's costs incurred in connection with such agreement, including legal fees, and no agreement will be executed by the District until all of such costs have been reimbursed to the District.

III. Fee Schedule.

A. Service Initiation and Online Customer Account Profile Fees. A party desiring to receive service from the District's Wastewater System must pay a **\$15.00** application fee to initiate service and establish an online customer account profile with the District's online billing system. Service will not be initiated until this application fee is paid.

B. Tap and Tap Inspection Fee Schedule.

1. The District's wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8" to 3/4"	\$750
1"	\$850
1 1/2"	\$1,000
2"	\$1,250
3"	\$1,500
4"	\$1,750
6"	\$2,000
8"	\$2,250
10"	\$2,500
12"	\$2,750

Larger than 12”

To be determined based upon installation, three times cost

2. The District’s wastewater tap inspection fees are **\$200** per connection for the initial inspection. If more than one inspection is required before a tap is approved by the District, the residential and commercial wastewater tap re-inspection fees are **\$200** for each additional inspection. Inspection fees must be paid to the District’s Representative at the time the inspection is requested. **Any customer that has any outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District’s Wastewater System until all outstanding fees are paid.**

C. Grinder Pump Installation Fees. The charge for each individual District Grinder Pump, including installation of the District Grinder Pump and control panel and up to 100 feet of electrical wiring from the control panel to the Grinder Pump, and one inspection, will be **\$3,200**. The charge for each Duplex Grinder Pump, including installation of the Duplex Grinder Pump and control panel, electrical wiring from the control panel to the Duplex Grinder Pump, and one inspection will be determined by the District’s Representative at the time of application. If a customer or builder calls for an inspection, and the inspection fails or the customer or builder is not ready for the inspection, the customer or builder will be charged a reinspection fee of **\$275**, regardless of whether or not an inspection is performed. If any Grinder Pump wet well is required to be pumped out before it can be inspected, the builder or customer will be required to pay all costs incurred for the pumping. Any reinspection fee and pumping charge will be required to be paid before any additional inspections will be scheduled.

D. Grinder Pump Inspection Fees. The fee for the first inspection of each wet well constructed for a Grinder Pump and tie-in to the wet well is **\$50**. The fee for any additional inspections is **\$50** for each inspection, which must be paid to the District’s Representative at the time the inspection is requested.

E. Plumbing Inspection Fees. The fees for plumbing inspections will be as follows:

- | | | |
|----|--|---|
| 1. | Single-family residential inspections: | \$210 |
| 2. | Other: | To be determined by the District’s Representative based on the size and scope of the project |

The applicable inspection fees will be paid at the time of purchase of the wastewater tap for the new construction. If an inspection is failed, a fee of **\$75** will be assessed for each re-inspection that is required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed.

F. Cross Connection Inspection Fees. If any existing customer constructs additional plumbing improvements, alters existing plumbing improvements, or the District has reason to suspect the existence of a cross-connection or other unacceptable plumbing practice, a cross-connection inspection will be required. The fee for each cross-connection inspection will be **\$75**.

G. Roadway Fees. The District’s roadway fee, which the Board finds is necessary in order for the District to operate, maintain and repair the District’s roadway system, is **\$500 per**

LUE. Any Builder desiring to make a new connection to the District's Wastewater System to serve property within the District shall pay the appropriate District roadway fee prior to the time the connection is made and no connection will be permitted, nor wastewater service provided, until the required fee is paid to the District.

H. Drainage Fees. The District's drainage fee, which the Board finds is necessary in order for the District to provide or make available drainage and storm water collection services through the District Drainage System, is **\$200 per LUE**. Any Builder desiring to make a new connection to the District's Wastewater System to serve property within the District shall pay the appropriate District drainage fee prior to the time the connection is made and no connection will be permitted, nor wastewater service provided, until the required fee is paid to the District.

I. Reclaimed Water Tap Fees. The District's reclaimed water tap fees will be determined at the time an agreement for reclaimed water service is negotiated.

J. Wastewater and Solid Waste Collection Service Rates. The following rates and charges for the collection and disposal of sewage and solid waste will be in effect from the effective date of this Order:

1. Monthly Rates for each Residential Connection: **\$95.00** (comprised of \$30.00 administrative fee and \$65.00 wastewater usage fee and includes once per week solid waste and recycling collection).

2. Monthly Rates for each Commercial Connection: **\$65.00** base fee per LUE

K. Calculation of Wastewater Charges.

1. Wastewater bills for each Residential Connection will be computed based on a flat rate per Connection within the District.

2. Wastewater bills for each Commercial Connection will be computed based on a flat rate per Connection within the District

3. If any customer has not had service for a full billing cycle as an active Connection within the District, the charges will be prorated by the number of days in the billing cycle as an active Connection.

L. Irrigation Meters. No wastewater charges will be assessed for water utilized through a dedicated irrigation meter approved by the District.

M. Regulatory Assessments. A regulatory assessment of **1/2% of retail sewer charges** will be added to each customer's monthly billing. These assessments are remitted by the District to the TCEQ and used by the TCEQ in performing its regulatory duties and in providing technical assistance and training to utilities.

N. Disconnect and Reconnection Fees. A customer whose wastewater service is disconnected, whether because of the customer's delinquency or upon the customer's request, will be required to pay all past-due amounts, plus **two times the cost to the District** to disconnect and reconnect the service. Such fee will be charged if the customer is given notice of disconnection and all past-due amounts are not paid by the time and date specified on the notice of disconnection, regardless of whether or not service has been physically disconnected.

O. Service Call Charges. If the District responds to a customer service call due to a sewer line blockage, and the District's Representative determines that the blockage is on the customer's side of the District connection, the customer will be billed all costs incurred by the District in responding to, determining the cause of and, if appropriate, clearing the blockage.

P. Additional Charges. Any non-routine charges incurred by the District in connection with any wastewater or reclaimed water tap and/or inspection will be the responsibility of the applicant for such connection and will be paid to the District upon demand.

IV. Security Deposits.

A. Security Deposits, Generally. All customers must pay a security deposit to the District's Representative prior to receiving service. Security deposits are not transferable and will be held by the District to assure the prompt payment of all bills for service to the customer. At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon any discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the security deposit will be applied against any amounts due to the District, including any disconnection fees and other charges. Any portion of the deposit remaining after deduction of amounts due to the District will be refunded to the customer. In no event will any security deposit bear interest for the benefit of the customer.

B. Initial Customer Security Deposits. An initial security deposit of **\$100 per LUE** is required to be made.

C. Additional Customer Security Deposits. If a customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of **\$100 per LUE** for each disconnection, up to a maximum total deposit of **\$400 per LUE**. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Customer security deposits must be in the form of cash, money order, or other form of payment acceptable to the District's Representative.

D. Builder Deposit. Each Builder must, in addition to the deposit required under Sections B and C, above, pay a security deposit of **\$3,000** to the District's Representative prior to the Builder's initiation of any development or homebuilding program in the District. If a Builder fails to pay any fees or charges coming due to the District in a timely manner, the fees and charges will be deducted from the deposit, and the Builder will be required to make a payment to the District in order to restore the amount of the security deposit to its original **\$3,000** level. Each wastewater service connection by a Builder must be inspected and approved by the District's Representative prior to its being covered as provided in Section II(C), of this Order. If this procedure is not followed, the District's Representative may require the Builder, at its sole cost, to uncover or televise the service connection so that it can be inspected. Any cost to the District for additional inspections; work resulting from a connection being covered prior to inspection; as the result of damage to any District facilities or property caused by the Builder, its employees, or contractors, or that is otherwise attributable to a Builder will be deducted from the Builder's security deposit and the Builder will be required to pay any amount necessary to fully restore the security deposit to its previous balance. The District's Representative will not approve any additional connections for a Builder until the Builder's required security deposit has been established or reestablished at the full amount required by this Order. The security deposit will be refunded when the Builder completes its development or building program within the District and pays all sums due and owing to the District.

V. **Prohibited Waste; Non-Domestic Waste Fees and Surcharges.**

A. **Prohibited Waste.**

1. **Non-Biodegradable Material.** No waste material that is not biologically degradable, including mud and debris accumulated during construction, may be discharged into the District's Wastewater System.

2. **Surface Runoff; Storm Water.** No surface runoff water or storm water, including from downspouts or yard or area drain runoff, may be discharged into the District's Wastewater System.

3. **Well Water.** No well water may be discharged into the District's Wastewater System unless specifically approved in writing by the Board.

4. **Swimming Pool Water.** Swimming pool water may not be discharged into the District's Wastewater System unless specifically approved in writing by the Board.

5. **Industrial Waste.** No Industrial Waste may be discharged into the District's Wastewater System.

6. **Inadmissible Waste.** Only wastewater that is amenable to biological treatment may be passed through to or received by the District's Wastewater System. The District may, from time to time, establish, revise, and provide to the Developer a list of wastes that are not admissible to the District's wastewater collection system under applicable regulatory requirements (the "*List of Inadmissible Wastes*"). The current List of Inadmissible Wastes is attached as **Exhibit B**. No Inadmissible Waste may be discharged into the District's Wastewater System.

7. **Prohibited Discharges.** If the District determines that there has been a prohibited discharge under the Rules, the violator will be assessed and required to pay for all reasonable expenses of the District incurred in connection with the violation, any testing of the waste associated with such violation, and for any damage to the District's Wastewater System

8. **Non-Domestic Waste.**

a. No Non-Domestic Waste may be discharged into the District's Wastewater System without the prior approval of the District. The District's Representative will review each application to discharge Non-Domestic Waste and make a recommendation to the Board as to approval or denial of the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment, taking into account the volume and character of the Non-Domestic Waste and all other waste treated, any special techniques of treatment or operation required for the Non-Domestic Waste, and any administrative expenses incurred by the District. These rates and charges must be at least sufficient to provide an equitable system of cost recovery that 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 operation and of the treatment works, for the amortization of the District indebtedness for the cost of its waste collection and treatment system, and for any additional costs necessary to provide adequate waste treatment to meet the waste discharge requirements applicable to the District on a continuing basis.

b. If, in the opinion of the District's Representative, pretreatment of any Non-Domestic Waste is necessary to prevent harm to the District's Wastewater System or to prevent interference with the proper and efficient operation and maintenance of the District's Wastewater System, pretreatment will be required as a condition to the District's receipt and treatment of the Non-Domestic Waste.

B. Applications and Fees. An applicant that proposes to discharge Non-Domestic Waste into the District's Wastewater System must complete all required applications, pay all required fees and comply with all requirements of the District. No customer may discharge Non-Domestic Waste into the District's Wastewater System unless the customer has received a permit from the District authorizing such discharge.

C. Payment of Surcharge for Extra Strength Wastewater. Any customer that discharges extra strength wastewater into the District's Wastewater System must pay a monthly surcharge for the additional costs of handling and treatment of such extra strength wastewater, in addition to the District's standard wastewater service charges. For purposes of calculating the surcharge, the current unit charges in dollars per pound used to assess the individual surcharges are:

<u>Parameter</u>	<u>Unit Charge (Dollars/Pound)</u>
BOD	\$0.4867
COD	\$0.2255
TSS	\$0.1049

A resampling fee of **\$345** will be assessed on all surcharge reassessments requested by a customer.

D. Additional Costs and Expenses. The District will be reimbursed for all costs and expenses, including legal and engineering costs and expenses and any fees, incurred in connection with the enforcement of this Article V, as well as for any testing of the waste associated with such enforcement and for any damage to the District's Wastewater System. The District may add such costs and expenses to the customer's bill, and failure to pay may result in the termination of service in accordance with this Order.

VI. Development Policies.

A. Subdivision Plan Review, Subdivision Construction Inspection, and Other Development Approval Related Fees. All plans for wastewater, drainage, and reclaimed water irrigation facilities constructed within or to serve property within the District will be subject to review and approval by the District. No construction may be commenced until such plans are approved. Applicants for approval of construction plans for wastewater, drainage, or reclaimed water irrigation facilities will be responsible for the payment of all legal and engineering fees incurred by the District for review of such plans and inspection of the facilities during construction. No facilities will be accepted for operation and maintenance by the District unless all required District inspections have been conducted, the facilities have been approved by the District's Representative, and all related fees have been paid.

1. Materials testing will be performed by the District, at the cost of the developer. Copies of all test results will be provided to the developer.

2. No connections to the District's Wastewater System may be made unless all applicable subdivision construction inspections have occurred and all related inspection fees and materials testing fees have been paid.

B. Development and Utility Construction Agreements. Applicants who desire to obtain a service commitment, a utility construction agreement, a reimbursement agreement, or other type of development agreement with the District must pay all legal and engineering fees incurred by the District in negotiation of these agreements. No agreement will be executed by the District or become effective until these fees are paid.

C. Service Commitments. Because the District's wastewater capacity is a limited resource, the Board desires to adopt policies and procedures for allocating capacity, including approving written service commitments, that will further the purposes of the District, provide for the orderly development of the property within the District, assure the availability of service as needed, and protect the integrity of the District's Systems. Accordingly, all service commitments issued by the District will be subject to this Article VI in order to enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis; and provide standard criteria for the evaluation, issuance and retention of service commitments.

1. All service commitments issued by the District will be subject to (i) completion of all necessary facilities; (ii) payment of all applicable fees; (iii) all of the terms and conditions of and performance under all of the District's contracts and agreements pertaining to or affecting the District's wastewater and, if applicable, reclaimed water services; and (iv) the policies and procedures of the District, including the Rules.

2. Any applicant requesting a service commitment from the District must submit a written application executed by the owners of the property for which the service commitment is being requested. The application must include the applicant's agreement to pay all fees incurred by the District in connection with the evaluation of the application and to grant all easements required by the District to serve the property in question without compensation. An escrow in the minimum amount of **\$5,000** will be required to assure the payment of all fees.

3. The applicant must also submit:

a. 10 copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.

b. 10 copies of a preliminary engineering report, including a land use plan demonstrating the utility service requirements for the property, prepared and sealed by a professional engineer registered in the State of Texas.

c. Proof of ownership of the property, and proof of authority of the party signing the application.

4. The Board may approve a service commitment if:

a. All application requirements have been satisfied;

b. Either (i) the District's wastewater or reclaimed water capacity (as applicable) is or will be sufficient to serve the property, or (ii) the applicant

and the District have entered into an agreement that provides for the construction of facilities necessary to provide sufficient capacity to serve the property; and

c. It finds that the District's Systems are sufficient or will be sufficient to serve the proposed development without adversely impacting existing utility customers of the District.

5. No service commitment will be issued unless the applicant has paid, concurrently with the date of issuance of the service commitment, a non-refundable fee (the "Service Commitment Fee") equal to **10% of all estimated District fees for the property**, including, without limitation, the District's tap fees and inspection fees (the "Estimated Fees"), as determined by the District's Representative based on the District's then-current Order. The Service Commitment Fee will be applied against the Estimated Fees.

6. In order to allow the District to accurately plan service capacity based on actual usage rather than speculative usage, a service commitment will expire and terminate:

a. one year from the date of issuance unless the holder has, by that date, paid all the Estimated Fees for the property, as determined by the District's Representative based on this Order, as amended to the date of the estimate and then in effect; and

b. 18 months from the date of issuance unless the holder has, by that date, completed construction, made a connection to the District's Systems, paid all applicable District fees, including tap fees, inspection fees, security deposit, and other applicable fees for the property, based on this Order, as amended to the date of the connection and then in effect (the "Actual Fees") and initiated services to the property.

7. If a service commitment terminates, the Service Commitment Fee will not be refunded, offset, or credited against the Actual Fees, but will be retained as property of the District. The balance of any Estimated Fees that has been paid will not be refunded, but will be applied as a credit against the Actual Fees at the time the property is developed and service initiated.

8. If full development of a tract that has been issued a service commitment results in the use of less service than that which has been committed, the remaining unused capacity will revert back to the District for redistribution by the District. The amount of service remaining after full development will be determined by the District's engineer, based on the meter size and any subdivision plat, site plan, and zoning approved for the property. Service commitments will be issued for specific tracts, and may not be transferred to any other property.

9. The Actual Fees applicable to a tract will be determined at the time utility service is initiated, based on the actual meter size; any subdivision plat, site plan, and zoning approved for the property; and this Order, as amended and then in effect. If the ultimate use of a tract that has been issued a service commitment requires a different amount of service than that upon which the Estimated Fees were based, the District's Representative will make any adjustments that are necessary at the time a connection to the District's Systems is made, so that the Actual Fees will correspond to the size of meter installed and the service required to be provided. Any shortfall between the Estimated Fees and the Actual Fees must be paid before a

service connection is made. Any excess of the Estimated Fees over the Actual Fees will be credited against the customer's future billings.

VII. Grinder Pump Regulations.

A. **Unauthorized Discharge of Wastewater Prohibited.** With respect to any residence or building in the District for which a Grinder Pump is required, no person or entity may discharge wastewater into the plumbing of such residence or building before (i) a Grinder Pump has been installed to serve the residence or building; and (ii) the Grinder Pump and connection of the Grinder Pump to the District's Wastewater System has been inspected and approved. The discharge of wastewater into the plumbing of a residence or building or into a Grinder Pump wet well before the Grinder Pump has been installed and/or the connection inspected and approved or into the District's Drainage System (including any storm sewer in the District) is strictly prohibited and will constitute a violation of this Order under Article X. Any person or entity violating this provision of this Order will be subject to a penalty of \$5,000 for each violation, and the termination of water service to the customer or builder and to the residence or building until all penalties provided by this Section and all related costs incurred by the District have been paid. The District's operator is authorized to impose a penalty on the owner, Builder, or other person or entity with control of the premises where the wastewater originated (the "Responsible Party") immediately upon observing or identifying any wastewater discharged other than into an approved wastewater service connection. Each day of violation will constitute a separate offense, and will be subject to an additional penalty. In addition to the penalty authorized above, a Responsible Party will be required to pay all costs of clean-up of the illegally discharged wastewater, as well as any fines or penalties imposed by any other governmental entity with jurisdiction, regardless of whether the penalty is imposed on the District or a third party. Any Builder who violates this provision will be subject to the withholding of taps and other District approvals until all penalties and all clean-up costs have been paid in full. Any penalty imposed under this Article VII may be appealed to the Board. Any such appeal must be submitted in writing to the District within 15 days of the date of imposition of the penalty, and will be scheduled for consideration by the Board at the next regular Board meeting following the date the appeal is received.

B. **Grinder Pump Installation.** All Grinder Pumps must be obtained from and installed by the District's contractor. Installation must be scheduled through the District a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or control panel may be made by the customer after installation. No third party may repair, modify, or replace any Grinder Pump within the District without express District authorization to do so.

C. **District Grinder Pumps.** District Grinder Pumps will be required as provided in the approved construction plans for the District's Wastewater System. Each District Grinder Pump and appurtenances must be installed in a wet well constructed by the District or its authorized contractor on the lot being served in a location adjacent to the street, in accordance with the specifications attached as **Exhibit C**. Each District Grinder Pump will be owned by the District and any repair or replacement thereof will be performed by the District or its designated contractor.

D. **Homeowner Grinder Pumps.** If, due to specific home design or topography issues affecting a lot, a Homeowner Grinder Pump is required to serve any residence, this Homeowner Grinder Pump and its installation, maintenance, repair, and replacement must comply with the specifications applicable to District Grinder Pumps but will be a part of the customer's internal plumbing and will be the property of the customer. The installation of, and any repairs to or

replacements of, any Homeowner Grinder Pump must be made by a contractor approved by the District, and will be subject to inspection and approval by the District; but all such installations, repairs, and replacements will be the sole responsibility of the customer and all work will be at the sole cost of the customer.

E. Commercial Grinder Pumps. Due to the additional demands placed on a Grinder Pump that handles commercial wastewater, the customer responsible for payment of the District's charges for wastewater service to a commercial property that utilizes a Commercial Grinder Pump will also be responsible for the costs of all repairs and replacements of the Commercial Grinder Pump. Each commercial property that is required to have a grease trap will be required to pump the grease trap every two months, or more frequently if required by the District.

F. Tie-in to Wet Well. The installation of the private wastewater service line tie-in to a District Grinder Pump wet well will be the responsibility of the customer. The installation must be in accordance with the specifications attached as **Exhibit D**. Each tie-in will be inspected by the District for compliance with the District's specifications at the time the District Grinder Pump is installed. If the tie-in is not in compliance with the specifications, the tie-in will be required to be corrected and re-inspected before the District Grinder Pump will be installed and service is initiated. Any additional charges by the District due to non-compliance with the specifications will be the responsibility of the customer.

G. District Grinder Pump Control Panel. Each customer whose property is to be served by a District Grinder Pump must designate a permanent location on the customer's residence/building for the installation of a control panel for the District Grinder Pump. The location must be on the outside of the residence/building and visible from the customer's District Grinder Pump location at the street. A fuseable disconnect at the designated District Grinder Pump control panel location is required. No landscaping, fencing, or other improvements that would obstruct the visibility of a control panel will be permitted. **In the event of a visual (warning light) or audible alarm at the control panel, the customer must immediately notify the District.**

H. Customer Remote Grinder Pump Control Panel Monitor. If a remote Grinder Pump control panel monitor is required in addition to the standard District Grinder Pump control panel required by Section VII(G), that remote Grinder Pump control panel monitor will be deemed a part of the customer's internal plumbing and all costs of the remote Grinder Pump monitor must be borne by the customer, including the cost of the initial installation and all costs of repair or replacement of the monitor. The District will not repair or replace any remote Grinder Pump monitor, and all repairs and maintenance must be handled by the customer's plumber or other qualified contractor.

VIII. District Approvals; Escrow for Expenses.

Applicants for service commitments, out-of-district service, or other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal and engineering fees incurred by the District in reviewing their applications and negotiating or preparing any related approvals or agreements. The District's Representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultant fees associated with the application incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment

of all fees will be returned to the applicant. No service commitment or plan approval will be issued or agreement will be effective by the District until all fees are paid.

IX. Rendering and Form of Bills.

A. Rendering of Bills. Bills for service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. One bill will be rendered for each Connection.

B. Information to be Included on the Bill. The customer's bill will show the total amount due for service and any surcharge, the due date of the bill, the total amount due as penalty for nonpayment within a designated period, and the local telephone number or toll free number where the District's Representative can be reached. If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day.

C. Payment Obligation. If a customer does not receive a bill or bills, his obligation to make payment for services rendered is not diminished or released.

D. Delinquency. All bills will be considered past due if not paid by the tenth day after the date of issuance ("Due Date"). The customer will be subject to termination of service, if full payment, including any applicable late fee, is not received by the "Delinquency Date" which will be the 26th day of the month. If the Due Date or the Delinquency Date falls on a Saturday, Sunday or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day. A late charge of **ten percent (10%)** of the amount of the bill will be added on the Delinquency Date and this late fee will continue to be assessed each month while the delinquent amount remains unpaid. Notwithstanding the foregoing, in accordance with Section 182.002 of the Texas Utilities Code, the District will, without penalty, delay the Delinquency Date of the most recent bill and/or each subsequent bill to be paid by an elderly individual until the 25th day after the date each bill is issued, if so requested by the elderly individual. An "elderly individual" means a residential Customer who is 60 years of age or older and occupies the entire premises for which a delay is requested. Prior to delaying a Delinquency Date, the District may require a Customer requesting the delay to present reasonable proof that the Customer is an "elderly individual".

E. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill a customer for services, a billing adjustment will be calculated by the District's Representative. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the service actually used by the customer; provided, however, if the underbilling is \$25 or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling.

F. Prorated Charges. When a bill is issued for a period of less than one month, the basic charge will be prorated based on the period during which service was provided.

G. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by giving written notice to the District's Representative. A dispute must be registered with the District prior to the date of proposed discontinuance in order for a customer to avoid discontinuance of service as provided by this Order.

2. Notwithstanding any other provision of this Order, a customer is not required to pay the disputed portion of a bill that exceeds the amount of that customer's average bill based on the District's then current rates (an "Average Bill") pending the resolution of the dispute.

3. Notwithstanding any other provision of this Order, a customer's service will not be discontinued for nonpayment of that portion of a bill under dispute that exceeds an Average Bill pending resolution of the dispute. The customer must timely pay any billings not disputed and an amount per billing period equivalent to an Average Bill.

H. Equipment Damage Charges. The District will charge the responsible customer for all labor, material, equipment, and other costs necessary to repair or replace equipment and other facilities damaged due to equipment tampering or bypassing, improper erosion control, service diversion, or the discharge of wastes in violation of the terms of this Order. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

I. District's Right to Sue. 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 attorneys' fees.

J. Dishonored Check Charge. The District reserves the right to charge a customer paying a bill with a dishonored or insufficient funds check an amount established from time to time by the District's Representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

K. Notification of Alternative Payment Programs or Payment Assistance. If a customer advises the District's Representative of his or her inability to pay his or her bill or need for assistance with his or her bill payment, the District's Representative will inform the customer of all available deferred payment plans available from the District and the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer under which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment plans must be in writing. The District's Representative may suspend the termination of services to customers for up to 90 days based upon the District's Representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 90 days must be approved by the Board.

L. Post-Bankruptcy Services. In the event of any District customer's bankruptcy, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services, the District may discontinue service to the customer in accordance with the provisions of this Order.

X. Protection of the District's Systems, Facilities, and Property.

A. Tampering or Damage Prohibited. It is unlawful for any person to tamper or interfere with; to obstruct access to; or, as the result of willful action, to injure, deface, damage, or destroy any facilities that are a part of the District's Systems, or any other facilities or property of the District. Any person or entity that violates this section will be subject to a penalty under Article XIV, and will also be liable for all attorneys' fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

B. Unlawful Discharges. It is unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Systems any debris or foreign substance that would interfere with the proper and routine functioning of the District's Systems, or to discharge any waste into the District's Systems:

1. other than through an authorized sewer tap for which all connection fees, deposits and other charges have been paid; or
2. generated on premises other than those for which the sewer tap was originally made; or
3. generated at a building other than that for which the sewer tap was originally made, unless approved in advance by the District's Representative; or
4. of a type different from that contemplated at the time the sewer tap was originally made, unless approved in advance by the District's Representative.

C. Service Line Maintenance. Each customer is responsible for the maintenance of the sewer service line from the point of connection to the District's Wastewater System to the buildings or premises served. All sewer service lines must be maintained in such a manner as to prevent the infiltration of water or exfiltration of wastewater. Each customer is responsible for the maintenance of the reclaimed water service line from the point of connection to the District's reclaimed water irrigation system to the property served.

D. Protection of District Drainage System and Other Property. The District's Drainage System will be protected 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. It is a violation of this Order to place, deposit, or discharge, or cause to be placed, deposited, or discharged, any foreign materials, substances, or debris, including, but not limited to, motor oil, grass or tree clippings, fertilizer, lot stabilization chemicals, trash or construction debris, or materials prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any equivalent Texas law (collectively, "Prohibited Items"), on or into any District property (including, without limitation, the District's Drainage System). Causing or allowing any Prohibited Items to be placed, thrown, disposed of, deposited, discharged or allowed to migrate into the District Drainage System, including applying or releasing Prohibited Items onto or into land within the District that migrate from such land into the District Drainage System, will constitute a violation of this Order. The foregoing definition of Prohibited Items will not be construed to prohibit the District's, or the District's authorized contractors, use of algae and nuisance control products as required for the proper maintenance of any portion of the District Drainage System, provided that such contractors shall only use products that are environmentally

safe, regulated by the Environmental Protection Agency and Texas Department of Agriculture, and approved for use under applicable regulatory standards, including any applicable requirements of the TCEQ. Prior to construction of any improvements within the District, proper erosion control must be installed. These devices must be maintained in place during construction and, upon completion of construction, all construction debris and rubbish must be removed from the construction site, and any damage to the District's easements or facilities must be repaired at the expense of the Builder or property owner constructing the improvements. Any person or entity that violates the terms of this section will be subject to a penalty under Article XIV, will be liable for all attorneys' fees incurred by the District and costs of court, and will be subject to the payment of any required drainage fee that has not been collected and paid to the District as required by this Order. In addition, the offending party will be liable for any costs incurred by the District in connection with any repairs or corrections necessitated by any violation. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

E. Clean-Outs. In order to protect the District's Wastewater System from inflow, all clean-outs on Customer service lines must be securely capped at all times. If any clean-out is left uncapped or the cap is loosened or removed so as to potentially allow inflow into the District's wastewater system, the District will be authorized to enter onto the responsible customer's property to replace the cap, and the customer at the service address in question will be charged the sum of \$200 for the replacement. This charge may be added to the customer's utility bill, or the District may deduct the amount of the charge from the customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

XI. Termination of Service

A. Termination with Notice. District service may be terminated after proper notice for any of the following reasons:

1. within 30 days from the date of the issuance of a delinquent bill, the customer has neither (a) paid the delinquent bill and all other past-due bills from the District, nor (b) entered into a written deferred payment plan and made all payments required under the plan;
2. the customer has failed to comply with the terms of a deferred payment plan;
3. the customer has paid by a check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued;
4. violation of the Rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; or
5. failure to comply with deposit arrangements as required by Article IV.

If a Builder fails to make timely payment of any bill due and owing to the District, the District may, after proper notice, terminate all wastewater services being provided by the District to that Builder.

B. Termination of Water Service by the City for Non-Payment of Charges for District Wastewater Services. Water service to a District customer who fails to pay wastewater charges due to the District may be disconnected by the City following notice of termination given in compliance with this Order.

C. Termination Without Notice. District wastewater service may be terminated without notice (i) due to existence of a known dangerous condition, (ii) if service is connected without authority, or (iii) in instances of tampering with or bypassing the District's equipment, or other instances of diversion. If reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

D. Notice of Termination of Service.

1. Mailed Notice. Proper notice of termination of service consists of a separate written statement given by first-class mail, postage prepaid, at least 10 days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District's Representative for more information, will be attached to or included on the face of the termination notice. The notice will advise the customer of the basis for the District's decision to disconnect service, the action required to avoid disconnection, and that he or she has the right to request a hearing on the matter by contacting the District's Representative at least 48 hours before the stated date of disconnection.

2. Content of Notice. The notice will include (i) the intended date of disconnection; (ii) the office hours, telephone number and address of the District's Representative's local office; (iii) the total past-due charges; (iv) all reconnect fees that will be required to restore water or sewer service if service is disconnected; and (v) that failure to pay past-due sewer charges will result in termination of water service and that water service will not be reconnected until all past-due and currently due sewer service charges and the sewer reconnect fee are paid.

3. Date of Termination. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day at least 10 days after the date of the notice.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer's protest of the termination of service, the District's Representative will schedule an informal hearing with the customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer will be allowed to question the District's billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

2. Appeal. The customer may appeal the decision of the presiding officer to the Board. If the customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus the applicable disconnect and reconnect fees, pursuant to Section III(N). If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition exists or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of accepting payments and reconnecting service.

H. Disconnection for Ill and Disabled. The District will not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit if the customer establishes that discontinuance of service will result in a person residing at the residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's Representative within 15 days of issuance of the bill and a written statement must be received by the District's Representative from the physician within 30 days of the issuance of the bill. Any customer who receives a waiver of disconnection under this section must enter into a deferred payment plan with the District and remain in compliance with the plan.

I. Reconnection of Services. If service is discontinued for any reason, reconnection of services will be established within 24 hours of receipt of payment of the past due bill in its entirety and any other outstanding charges, including all applicable reconnection fees.

J. Late Fees and Disconnections During an Extreme Weather Emergency for Nonpayment.

1. Notwithstanding any other provision of this Order, the District may not impose a late fee on, or disconnect the retail water or sewer service of, an Affected Customer for nonpayment of a bill that is due during an Extreme Weather Emergency until after the Extreme Weather Emergency is over. An "Affected Customer" is a customer that receives retail water or sewer service from the District in an area experiencing an Extreme Weather Emergency and has a bill due during the Extreme Weather Emergency. An "Extreme Weather Emergency" is a period beginning when the previous day's highest temperature in an area 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 for that area. An Extreme Weather Emergency is over on the second business day that the temperature exceeds 28 degrees Fahrenheit.

2. An Affected Customer may request to establish a Payment Schedule for unpaid bills that are due during an Extreme Weather Emergency. A "Payment Schedule" is an agreement between the District and an Affected Customer that allows the Affected Customer to

pay, in one or more installments, an unpaid bill due during an Extreme Weather Emergency after its due date. If the District receives a request to establish a Payment Schedule within 30 days from the date the Extreme Weather Emergency ends (a "*Timely Request*"), it must offer the requesting Affected Customer a Payment Schedule and a deadline for accepting the Payment Schedule (the "*Acceptance Deadline*"). A Payment Schedule may be established in person, by telephone, or online, but all payment schedules must be reduced to writing and provided to the Affected Customer. A Payment Schedule offered may (i) include a finance charge, conspicuously stated on the Payment Schedule, for late fees on the Payment Schedule not to exceed an annual rate of 10 percent simple interest; and (ii) require payment in one or more installments. A Payment Schedule offered must (i) be written in plain language in English and, if requested, Spanish; (ii) identify the total amount due, and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; (iii) identify the deadline for payment, or if payment is to be made in multiple installments, the deadline for each installment; (iv) identify the dates the Extreme Weather Emergency occurred, and the due dates and amounts owed of any bills that were due during the Extreme Weather Emergency; and (v) include a statement, in a clear and conspicuous type, that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400."

3. The District may not disconnect retail sewer service for nonpayment of bills due during an Extreme Weather Emergency of an Affected Customer that has made a Timely Request for a Payment Schedule until after the Payment Schedule has been offered and the Affected Customer has either declined to accept the Payment Schedule by the Acceptance Deadline or violated the terms of the Payment Schedule. Any preexisting disconnection notices issued to an Affected Customer for nonpayment of a bill due during an Extreme Weather Emergency are suspended upon the Timely Request for a Payment Schedule. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule, any suspended disconnection notices are reinstated, and the District may renegotiate the terms of the Payment Schedule or disconnect service on or after the disconnection date listed on the disconnection notice. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule and there is not a preexisting disconnection notice, the District must issue a disconnection notice under 16 TAC § 24.167 (related to Discontinuance of Service) prior to disconnecting the sewer service of the Affected Customer.

XII. Continuity of Service.

A. Service Interruptions.

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and will establish procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of a national emergency or local disaster resulting in disruption of service, the District may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. Record of Interruption. Except for momentary interruptions due to automatic equipment operations, the District's Representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

XIII. Plumbing Regulations.

A. Authority. Under Section 54.2052 of the Texas Water Code, as amended, the District may adopt and enforce one or more plumbing codes meeting the standards and requirements of the rules and laws of the State and may amend any code adopted to conform to local concerns if the amendment does not substantially vary from the rules and laws of the State. Section 1301.255 of the Texas Occupations Code, as amended, requires that plumbing installed in compliance with a plumbing code meeting the standards and requirements of the rules and laws of the State must be inspected by a licensed plumbing inspector. Further, under Section 290.46(i) and (j) of Title 30 of the Texas Administrative Code, as amended, the District is required (i) to adopt a plumbing ordinance, regulations, or a customer service agreement to insure that neither cross-connections nor other unacceptable plumbing practices are permitted, and (ii) to cause a customer service inspection certificate to be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

B. Purpose. The purpose of this Article XIII is to (i) adopt and enforce a plumbing code as permitted by Section 54.2052 of the Texas Water Code, as amended, to secure and maintain, safe, sanitary, and adequate plumbing installations as subsidiary parts of the District's wastewater collection system; (ii) adopt and enforce plumbing regulations and a customer service agreement as required under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, to insure that neither cross-connections nor other unacceptable plumbing practices are permitted; (iii) require plumbing inspections in accordance with Section 1301.255 of the Texas Occupations Code, as amended; and (iv) provide for customer service inspections in accordance with Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended.

C. Applicability. All customers receiving water and/or wastewater utility service from the District or Aqua are subject to the requirements of this Article XIII. Each customer must agree to comply with the terms of this Article XIII as a condition to receiving water and/or wastewater service from the District or Aqua. This Article XIII constitutes a customer service agreement under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, and by requesting and/or accepting utility service from the District or Aqua, each customer agrees to comply with the terms of this Article XIII.

D. Plumbing Code. Pursuant to Section 54.2052 of the Texas Water Code, as amended, the District adopts the International Plumbing Code with respect to all water, wastewater, and irrigation plumbing installations constructed, installed, or modified in connection with development in the District.

E. Unacceptable Plumbing Practices. Pursuant to Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, the following unacceptable plumbing practices are prohibited:

1. no direct connection between the public drinking water supply and a potential source of contamination is permitted and potential sources of contamination must be isolated from the public water system by an air gap or an appropriate backflow prevention device;
2. no cross connection between the public drinking water supply and a private water system is permitted and potential threats to the public drinking water supply will be eliminated at the service connection by the installation of an air-gap or a reduced pressure zone backflow prevention device;
3. no connection that allows water to be returned to the public drinking water supply is permitted;
4. no pipe or pipe fitting that contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use; and
5. no solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new Customer Service Inspection Certificate (as defined below) is provided.

F. Plumbing Inspections.

1. Plumbing inspections will be conducted for the purposes of verifying compliance with the International Plumbing Code and other requirements of this Article XIII.
2. Inspection of a customer's plumbing installation must be conducted in the following circumstances:
 - a. before the District or the City provides service to new construction;
 - b. when the District or the City has reason to believe that cross connections or other unacceptable plumbing practices exist on any existing service;
 - c. after any material improvement, correction, or addition to any existing private plumbing facilities; and
 - d. before the District or the City provides services for any new irrigation system plumbing installation.
3. All plumbing inspections must be performed by an independent plumbing inspector licensed by the Texas State Board of Plumbing Examiners (TSBPE) retained by the District or Aqua ("Plumbing Inspector").
4. A plumbing inspection will consist of series of inspections. These inspections will include, as applicable, an inspection at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction for all new residential and commercial construction. The customer service inspection required under

Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended, will be completed by the Plumbing Inspector as part of the more comprehensive plumbing inspection.

5. Upon completion of a plumbing inspection (*i.e.*, after completion of the final inspection in the series of required inspections, including the customer service inspection), a Customer Service Inspection Certificate in the form attached as **Exhibit E** will be completed and retained in the District's and/or the City's files for a minimum of ten years, as required by Section 290.46(f)(3)(E) of Title 30 of the Texas Administrative Code, as amended.

6. The customer will be responsible for paying all plumbing inspection fees charged by the District and/or the City upon completion of a plumbing inspection.

G. **Service Conditions.** The following are the conditions for the provision of service between the District and each customer:

1. the customer must comply with the provisions of the Rules as long as the customer is receiving service from the District;

2. the customer must allow his or her property to be inspected for compliance with the provisions of this Article XIII, which will be conducted by the District's or the City's designated agent during normal business hours prior to initiating service and may be conducted periodically thereafter;

3. the District or the City will notify the customer in writing of any cross connection or other undesirable plumbing practice or violation of the provisions of the International Plumbing Code relating to water supply and distribution and wastewater collection systems that is identified during the initial inspection or periodic reinspection;

4. the customer must immediately correct any undesirable plumbing practice or violation of the provisions of the International Plumbing Code relating to water supply and distribution and wastewater collection systems on his or her premises to prevent contamination of the water supplied by the City; and

5. the customer must, at his or her expense, properly install, test, and maintain any backflow prevention device required by the District or the City and provide copies of all testing and maintenance records to the District.

H. **Enforcement.** If a customer fails to comply with the terms of this Article XIII, the District may assess fines in accordance with Article XIV, and may either terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article XIII will be billed to the customer.

XIV. Enforcement; Penalties.

A. **Enforcement of Rules.** Under Section 54.205, *Texas Water Code*, the provisions of this Order constitute rules that must be recognized by the courts as if they were penal ordinances of a city. Pursuant to Sections 49.004 and 54.206, *Texas Water Code*, this Order may be enforced by complaints filed in the appropriate court of jurisdiction in Williamson County, Texas.

B. **Penalties.**

1. Service will not be provided by the District until all applicable requirements of this Order have been met.

2. **Any person or entity that violates any of the provisions of this Order may be punished by a penalty in an amount not to exceed \$5,000 per offense, or in an amount that does not exceed the jurisdiction of a justice court, as provided by Section 27.031, *Texas Government Code*, whichever amount is more, and will be assessed all costs of repairs, corrections, clean-up, administrative and professional fees, and fines or penalties levied by other governmental entities with jurisdiction.** Each day of violation constitutes a separate offense. The District may discontinue services to enforce payment of an unpaid charge under this subsection.

3. Any person or entity that violates any of the provisions of this Order may subject the violator to exclusion and/or being barred from the District's property, including without limitation, parks or recreational facilities owned by the District. An individual who enters the District's property after being excluded or barred from entry will subject to charges for trespassing, and the District will press charges for trespassing against any individual who enters the District's property after being excluded or barred.

XV. Recording. The District's attorney is directed to record this Order in the Official Public Records of Williamson County, Texas, and to publish notice of the rules contained in this Order as provided by Section 54.207, *Texas Water Code*.

XVI. Amended and Restated Order. This Order supersedes the Prior Order, which will be of no further force and effect.

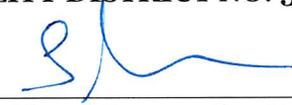
XVII. Exhibits. The following exhibits are attached to and incorporated in this Order by reference:

- Exhibit A** – Agreement Concerning District Grinder Pump System
- Exhibit B** – List of Inadmissible Wastes
- Exhibit C** – District Grinder Pump, Wet Well, and Appurtenances Schematic
- Exhibit D** - Residential Wastewater Service Line Tie-In Specifications
- Exhibit E** - Customer Service Inspection Certificate

Adopted on this 27th day of January, 2026.

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 39**

By: _____



Murali Somarouthu, President
Board of Directors

ATTEST:



Bella Hagen, Assistant Secretary
Board of Directors

EXHIBIT A

AGREEMENT CONCERNING DISTRICT GRINDER PUMP SYSTEM

This **AGREEMENT CONCERNING DISTRICT GRINDER PUMP SYSTEM** is entered into between **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 39** (the "*District*") and _____ (the "*Customer*") in connection with the Customer's application for sanitary sewer service to property in the District located at _____ (the "*Property*").

RECITALS

WHEREAS, the District owns, operates, and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service to the Property; and

WHEREAS, the topography of the Property in relation to the location of the District's sanitary sewer system requires the installation of a pressure sewer system commonly known as a grinder pump system ("*Grinder Pump*") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality (the "*Commission*"); and

WHEREAS, the rules and regulations of the Commission require that the District only allow the use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and Customer agree as follows:

1. As a condition to initiation and continuation of sanitary sewer service to Customer by the District:

a. **Grinder Pump Installation.** All Grinder Pumps must be obtained from and installed by the District's contractor. Installation must be scheduled through the District's operator, Crossroads Utility Services LLC, at (512) 246-1400 ,a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or control panel may be made by Customer after installation. Any repair or replacement must be performed by an approved District contractor.

b. **District Grinder Pumps.** Any Grinder Pump and related appurtenances required by the approved construction plans for the District's wastewater system to be installed in a wet well on the Property located in a District easement adjacent to the street (a "*District Grinder Pump*") must be installed in accordance with the schematic attached as **Exhibit C** to the District's Order Establishing Rates and Charges and Adopting Rules and Policies Regarding the District's Utility Systems (the "*Rate Order*"). District Grinder Pumps will be owned by the District and any repair or replacement will be performed by the District or its designated contractor.

c. **Homeowner Grinder Pumps.** If, due to specific home design or topography issues affecting the Property, one or more additional grinder pumps are required to serve

any residence or building on the Property, each additional grinder pump (a “*Homeowner Grinder Pump*”), and its installation, maintenance, repair, and replacement, must comply with the specifications applicable to District Grinder Pumps; however, all Homeowner Grinder Pumps will be a part of Customer’s internal plumbing and will be the property of Customer. The installation of, and any repairs to or replacements of, any Homeowner Grinder Pump must be made by a contractor approved by the District, and will be subject to inspection and approval by the District; but all such installations, repairs, and replacement will be the sole responsibility of Customer and all work will be at the sole cost of Customer

d. Tie-In to Wet Well. The installation of the private wastewater service line tie-in to the District Grinder Pump wet well will be the responsibility of Customer. The installation must be in accordance with the specifications attached as **Exhibit D** to the District’s Rate Order. Each tie-in will be inspected by the District for compliance with the District’s specifications at time the District Grinder Pump is installed. If the tie-in is not in compliance with the specifications, the tie-in will be required to be corrected and re-inspected before the District Grinder Pump is installed. Any additional charges by the District due to non-compliance with the specifications will be the responsibility of Customer. The construction of the wet well required for the District Grinder Pump and the installation of the private wastewater service line tie-in to the wet well will be the responsibility of Customer. The wet well construction and installation of the tie-in must be in accordance with the schematic and specifications approved by the District. Both the wet well and tie-in must be located in a District easement adjacent to the street. Each wet well and tie-in will be inspected by the District for compliance with the District’s specifications at time that the District Grinder Pump is installed. If the well and/or tie-in are not in compliance with the attached schematic and specifications, the non-compliance will be required to be corrected and re-inspected before the District Grinder Pump is installed. Customer will be required to pay any additional charges incurred by the District due to any non-compliance.

e. District Grinder Pump Control Panel. Customer must designate a permanent location on Customer’s residence/building for the installation of a control panel for the District Grinder Pump. The location must be on the outside of the residence/building and visible from the District Grinder Pump location at the street. A fuseable disconnect at the designated District Grinder Pump control panel location is required. No landscaping, fencing, or other improvements that would obstruct the visibility of a control panel will be permitted.

f. Remote Grinder Pump Control Panel Monitor. If a remote Grinder Pump control panel monitor is required in addition to the standard District Grinder Pump control panel required by Subsection e, above, that remote grinder pump control panel monitor will be deemed to be a part of Customer’s internal plumbing and all costs of the remote grinder pump monitor must be borne by Customer, including the cost of the initial installation and all costs of repair or replacement of the monitor. The District will not repair or replace any remote grinder pump monitor, and all repairs and maintenance must be handled by Customer’s plumber or other qualified contractor.

2. The District and Customer agree that, all Homeowner Grinder Pumps serving the Property, and their operation and maintenance, will comply with all regulations of the District and will be subject to periodic inspection by the District, in accordance with the Rules of the Texas

Commission on Environmental Quality, notwithstanding the fact that Homeowner Grinder Pumps are owned by Customer.

3. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pumps serving the Property as set forth in the District's Rate Order or any failure of Customer to allow the District and its representatives to enter the Property for purposes of inspection and verification of compliance with this Agreement will be grounds for the District's disconnection of water and wastewater service to the Property.

4. **In the event of a visual (warning light) or audible alarm at the control panel, Customer agrees to immediately notify the District's operator, Crossroads Utility Services LLC, at (512) 246-1400.**

5. This Agreement will be performable in Williamson County, Texas, which will be the exclusive venue for any disputes arising under this Agreement.

6. Any amendments to this Agreement must be in writing and signed by both the District and Customer.

7. This Agreement is not assignable by Customer. Upon termination of service of the Property, any new customer desiring to receive water and/or wastewater service from the District will be required to execute a new service agreement prior to initiation of service to the Property.

ENTERED INTO this the _____ day of _____, 20____.

DISTRICT:

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 39**

By: Crossroads Utility Services LLC,
Authorized Agent

By: _____
Name: _____
Its: _____

CUSTOMER:

By: _____
Printed Name: _____

EXHIBIT B

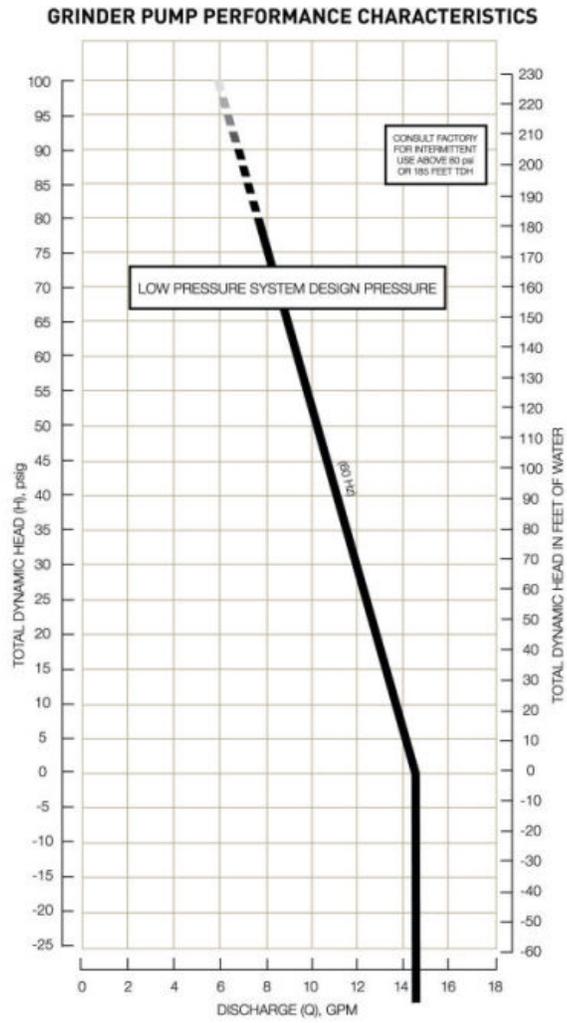
LIST OF INADMISSIBLE WASTES

The following is a list of inadmissible wastes, specifying materials that may not be discharged to the District's Wastewater System and concentrations of substances which may not be exceeded in discharges to the District's Wastewater System. The following list constitutes prohibited substances for discharge to the District's Wastewater System of toxic or regulated pollutants which may pass through to the receiving stream, could cause interference with the operation of the treatment works or could cause a violation of the State or Federal discharge permit provisions. If any pollutant approaches or exceeds standards, investigative sampling will be conducted to determine the source and a limit for the pollutant will be calculated. Discharges to the District's Wastewater System will be limited in accordance with the following lists:

1. Wastewater having a temperature that would result in the total combined influent to the treatment District's Wastewater System to exceed a temperature of 104 degrees Fahrenheit.
2. Wastewater having a pH value lower than 5.5 or higher than 10.5.
3. Wastewater containing gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
4. Wastewater containing grease, fats, waxes, oil, plastic or other substances which will solidify or become discernibly viscous at any temperature between 32 degrees Fahrenheit and 90 degrees Fahrenheit.
5. Wastewater with a radioactive content greater than allowed by applicable provisions of the Texas Radiation Control Act, Article 4590 (f), Revised Civil Statutes of Texas, and the Texas Regulations for Control of Radiation issued thereunder.
6. Wastewater with a hydrogen sulfide concentration greater than 1.0 milligram per liter (single grab sample).
7. Wastewater containing any substance in a concentration sufficient to cause inhibition or upset to the treatment process.
8. Wastewater which will, alone or in conjunction with other wastewater, cause the wastewater entering any entry point into the District's wastewater collection system to exceed a five-day BOD concentration of 220 milligrams per liter or a TSS concentration of 240 milligrams per liter, based on a properly weighted 24-hour composite sample.
9. Industrial Waste will not be discharged to the District's Wastewater System without prior written approval from the District.
10. Hazardous wastes prohibited by regulatory agencies will not be discharged to the District's Wastewater System.

EXHIBIT C

DISTRICT GRINDER PUMP, WET WELL, AND APPURTENANCES SCHEMATIC



GH091



Patent Number: 5,439,180

*Discharge data includes minimal losses through the check valve.

NA0060P01 Rev A

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*

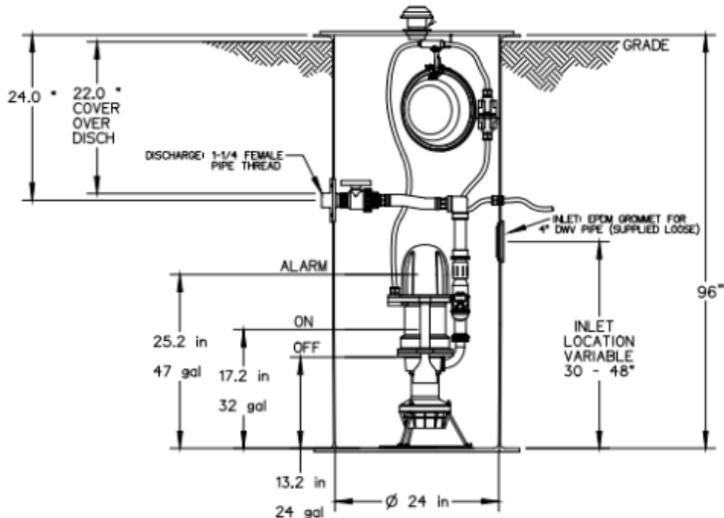
15 gpm at 0 psig

11 gpm at 40 psig

7.8 gpm at 80 psig

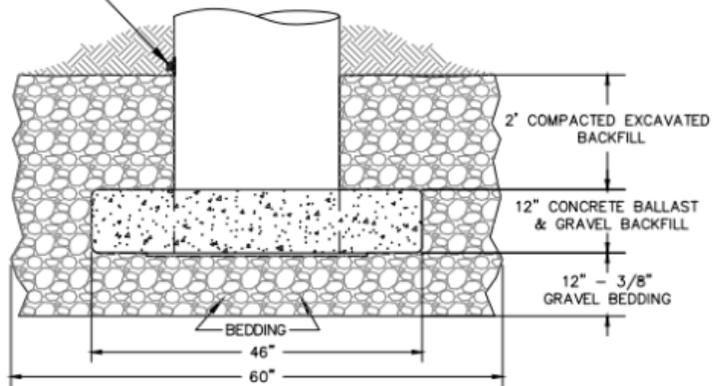
Overload Capacity

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.



DISCHARGE CONNECTION:
 * 1 1/4" NTP MALE X 1 1/4" NTP MALE X 12"
 FLEX CONNECTION TO BE USED TO
 CONNECT DISCHARGE FROM CAN
 TO SERVICE LINE.

TANK BASE DETAIL



GATORGRINDER TANK
 BACKFILL & BALLAST DETAIL
 N.T.S.



E/One Sentry™

Alarm Panel — Protect Plus Package

Description

The E/One Sentry panels are custom designed for use with Environment One grinder pump stations. They can be configured to meet the needs of your application, from basic alarm indication to advanced warning of pending service requirements.

E/One Sentry panels are supplied with audible and visual high level alarms. They are easily installed in accordance with relevant national and local codes. Standard panels are approved by UL, CSA, CE and NSF to ensure high quality and safety.

The panel features a corrosion-proof, NEMA 4X-rated, thermoplastic enclosure. A padlock is provided to prevent unauthorized entry (safety front).



Standard Features

Includes all features of the basic configuration of the E/One Sentry panel, including circuit breakers, 240 ~~or 120~~ VAC service, terminal blocks and ground lugs, audible alarm with manual silence, manual run feature and run indicator, redundant "Start" function with high level alarm, safety front, conformal-coated board and overload protection.

Includes all of the features of the E/One Sentry Protect package, including a Trouble indication that shuts down the pump temporarily in the event of an unacceptable operating condition (brownout, system overpressure, run dry), as well as:

- Predictive status display module
- Pre-alarm indication for major operating parameters
- Alarm indications for major operating parameters
- Hour meter, cycle counter and alarm delay
- LCD display and user-friendly interface
- Inner cover (dead front)
- Contact group — dry, powered and Remote Sentry

Optional Features

- Generator receptacle with auto transfer
- GFCI
- Main service disconnect

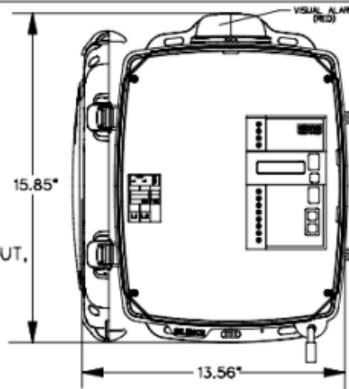
NA0079P01 Rev. A

Please consult factory for special applications.

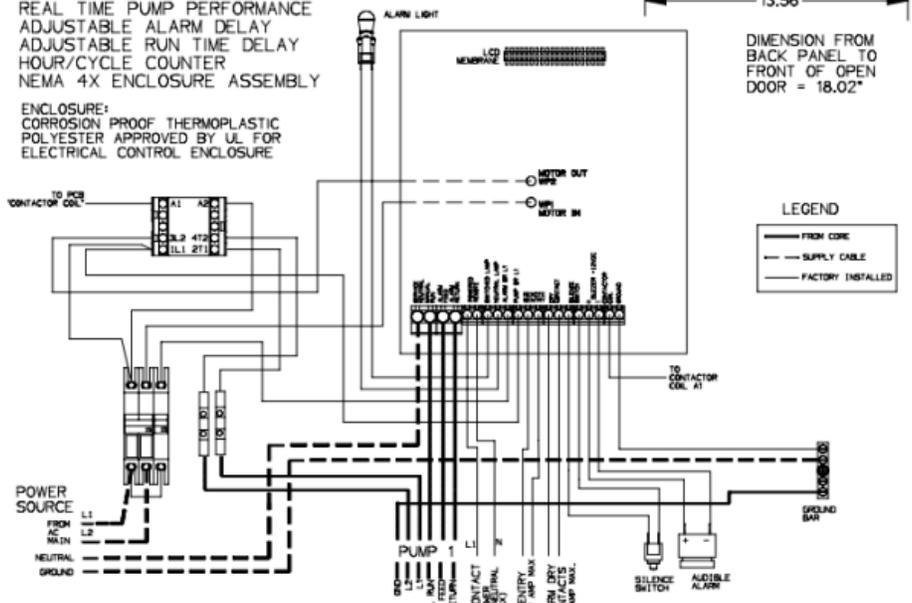
SENTRY PROTECT PLUS SIMPLEX

- 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 INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT,
CURRENT, VOLTAGE, EXTENDED RUN TIME
- POWERED AND DRY CONTACTS
- CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
- PADLOCK
- DEAD FRONT
- PREDICTIVE ALARMS
- REAL TIME PUMP PERFORMANCE
- ADJUSTABLE ALARM DELAY
- ADJUSTABLE RUN TIME DELAY
- HOURLY/CYCLE COUNTER
- NEMA 4X ENCLOSURE ASSEMBLY

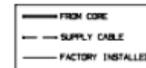
ENCLOSURE:
CORROSION PROOF THERMOPLASTIC
POLYESTER APPROVED BY UL FOR
ELECTRICAL CONTROL ENCLOSURE



DIMENSION FROM
BACK PANEL TO
FRONT OF OPEN
DOOR = 18.02"



LEGEND



OLD / NEW WIRE COLOR MAP			
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

AD	12/14/07	CTT	B	04/04/08
DR BY	DATE	CHK'D	ISSUE	DATE

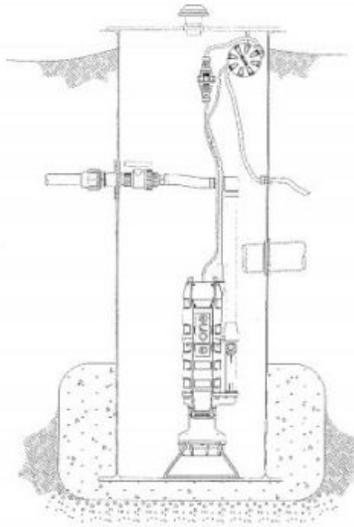


SENTRY PROTECT PLUS PANEL, SIMPLEX
240V 60Hz DOUBLE POLE POWER

NA0079P03

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.



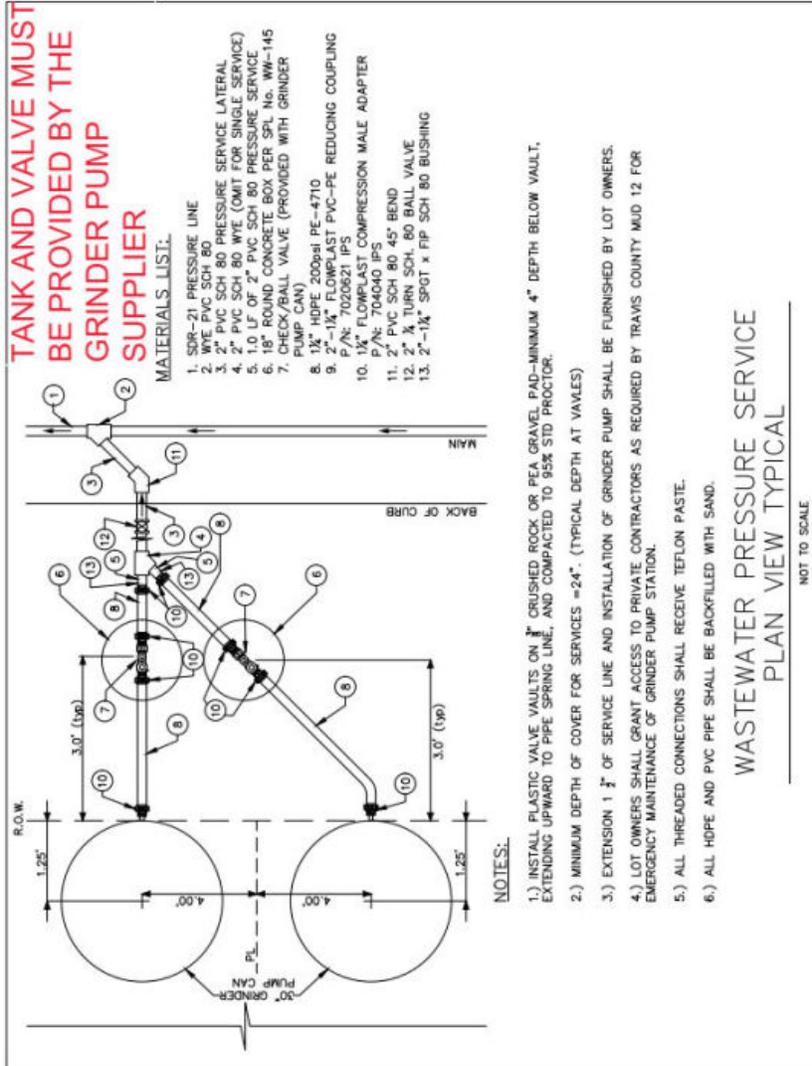
Hydro Source Services, Inc. will extend the warranty period an additional 48 months contingent on an approved inspection and start-up. The inspection and start-up must be completed by Hydro Source Services, Inc or individuals trained and authorized by Hydro Source Services, Inc. on the proper installation of an E/One pump.

MODEL #
SERIAL #
INSTALLATION DATE:
WARRANTY EXPIRES:
INSTALLATION ADDRESS:

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

NA0073P01

PLEASE NOTE THAT THE TANK AND VALVE MUST BE PROVIDED BY THE GRINDER PUMP SUPPLIER



MATERIALS LIST:

1. SDR-21 PRESSURE LINE
2. WYE PVC SCH 80
3. 2\"/>

NOTES:

- 1.) INSTALL PLASTIC VALVE VAULTS ON 3\"/>
- 2.) MINIMUM DEPTH OF COVER FOR SERVICES =24\"/>
- 3.) EXTENSION 1 1/2\"/>
- 4.) LOT OWNERS SHALL GRANT ACCESS TO PRIVATE CONTRACTORS AS REQUIRED BY TRAVIS COUNTY MUD 12 FOR EMERGENCY MAINTENANCE OF GRINDER PUMP STATION.
- 5.) ALL THREADED CONNECTIONS SHALL RECEIVE TEFLON PASTE.
- 6.) ALL HDPE AND PVC PIPE SHALL BE BACKFILLED WITH SAND.

WASTEWATER PRESSURE SERVICE PLAN VIEW TYPICAL

NOT TO SCALE



E/One Sentry™

Alarm Panel — Protect Plus Package

Description

The E/One Sentry panels are custom designed for use with Environment One grinder pump stations. They can be configured to meet the needs of your application, from basic alarm indication to advanced warning of pending service requirements.

E/One Sentry panels are supplied with audible and visual high level alarms. They are easily installed in accordance with relevant national and local codes. Standard panels are approved by UL, CSA, CE and NSF to ensure high quality and safety.

The panel features a corrosion-proof, NEMA 4X-rated, thermoplastic enclosure. A padlock is provided to prevent unauthorized entry (safety front).



Standard Features

Includes all features of the basic configuration of the E/One Sentry panel, including circuit breakers, 240 or 120 VAC service, terminal blocks and ground lugs, audible alarm with manual silence, manual run feature and run indicator, redundant "Start" function with high level alarm, safety front, conformal-coated board and overload protection.

Includes all of the features of the E/One Sentry Protect package, including a Trouble indication that shuts down the pump temporarily in the event of an unacceptable operating condition (brownout, system overpressure, run dry), as well as:

- Predictive status display module
- Pre-alarm indication for major operating parameters
- Alarm indications for major operating parameters
- Hour meter, cycle counter and alarm delay
- LCD display and user-friendly interface
- Inner cover (dead front)
- Contact group — dry and Remote Sentry

Optional Features

- Generator receptacle with auto transfer
- GFCI
- Main service disconnect

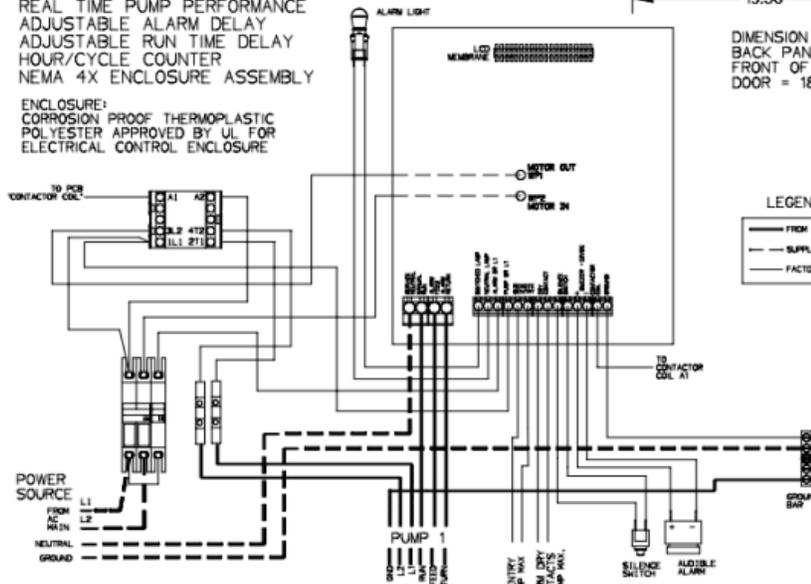
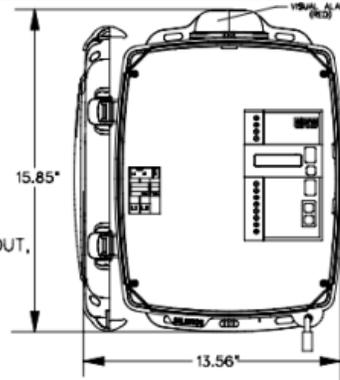
NA0079P01 Rev. B

Please consult factory for special applications.

SENTRY PROTECT PLUS 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 INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT,
 VOLTAGE, EXTENDED RUN TIME
 DRY CONTACTS
 CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
 PADLOCK
 DEAD FRONT
 PREDICTIVE ALARMS
 REAL TIME PUMP PERFORMANCE
 ADJUSTABLE ALARM DELAY
 ADJUSTABLE RUN TIME DELAY
 HOUR/CYCLE COUNTER
 NEMA 4X ENCLOSURE ASSEMBLY

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



OLD / NEW WIRE COLOR MAP			
PIN	FUNCTION	2000S	EXTREME
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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,
 SIX CONDUCTOR

AD	12/14/07	DMS	C	06/23/11
DR BY	DATE	C-K'D	ISSUE	DATE



SENTRY PROTECT PLUS PANEL, SIMPLEX
 240V 60Hz DOUBLE POLE POWER

NA0079P03

EXHIBIT E

CUSTOMER SERVICE INSPECTION CERTIFICATE

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

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

Compliance	Non-Compliance	
<input type="checkbox"/>	<input type="checkbox"/>	(1) No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	
----------	--

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	