

not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. Any Contracting Party may, at its option and its own expense, install and operate a check meter to check each meter installed by the Authority, but the measurement for the purpose of this agreement shall be solely by the Authority's meters, except as in this Section specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration, and adjustment thereof shall be made only by the Contracting Party or Parties, except during any period when a check meter may be used under specific written consent by the Authority for measuring the amount of Wastewater delivered into the Red Oak Creek System, in which case the reading, calibration, and adjustment thereof shall be made by the Authority with like effect as if such check meter or meters had been furnished or installed by the Authority.

Section 6. UNIT OF MEASUREMENT. The unit of measurement for Wastewater discharged into the System hereunder shall be 1,000 gallons, U. S. Standard Liquid Measure.

Section 7. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. Liability for damages arising from the transportation, delivery, reception, treatment, and/or disposal of all Wastewater discharged into the System hereunder shall remain in each Contracting Party to its Point or Points of Entry, respectively, and title to such Wastewater shall be in such Contracting Party to such Point or Points, and upon passing through Points of Entry liability for such damages shall pass to the Authority. As between the Authority and each Contracting Party, each party agrees to indemnify and to save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses,

costs, fines, and expenses, including reasonable attorney's fees, which may arise or be asserted by anyone at any time on account of the transportation, delivery, reception, treatment, and/or disposal while title to the Wastewater is in such party, or on account of a prohibited discharge by a Contracting Party. The Authority has the responsibility as between the parties for the proper reception, transportation, treatment, and disposal of all Wastewater discharged into the System, but not for prohibited discharges discharged by any party at any Point of Entry.

Section 8. REPORTING REQUIREMENTS. (a) Approximately thirty days after the end of each Annual Payment Period each Contracting Party, respectively, shall furnish in writing to the Authority the following information with respect to such Contracting Party:

(1) The number of active domestic sewer connections tributary to the Red Oak Creek System and which will be served by the Red Oak Creek System;

(2) The number of commercial and business sewer connections to be served by the Red Oak Creek System;

(3) The number of industrial connections to be served by the Red Oak Creek System, with name and location of each.

The purpose of this provision is to permit the Authority to accumulate statistical data which will enable it to render better service and facilitate plans for betterment and future facilities expansion.

(b) Industrial Waste. The effects of certain types of Industrial Waste upon sewers and sewage treatment processes are such as to require that careful consideration be made of each industrial connection. This is a matter of concern both to the Authority and to the Contracting Parties. Accordingly, each Contracting Party shall regulate the discharge of Industrial Waste into its sewer system, and will authorize discharge of Industrial Waste to its sewers subject to the general provision

that no harm will result from such discharge and subject to the filing by applicant industry of a statement, copy of which shall be forwarded to the Authority, containing the following information:

- (1) Name and address of applicant;
- (2) Type of industry;
- (3) Quantity of plant waste;
- (4) Typical analysis of the waste;
- (5) Type of pre-treatment proposed.

To facilitate inspection and control of Industrial Waste, each Contracting Party will require industries to separate Industrial Waste from Sanitary Sewage until such Industrial Waste has passed through an inspection manhole which shall be located so as to be accessible at all times to inspectors of such Contracting Party. If inspection indicates that damage might result from the discharge the permit shall be revoked unless and until the industry promptly establishes acceptable remedial measures. At regular intervals the Authority will collect twenty-four hours composite samples of all Wastewater at each Point of Entry and cause same to be analyzed by American Public Health Association Standard Methods. Such Wastewater shall not exceed the limits of concentration specified in Section 4 of this Contract. Should the analysis disclose concentrations higher than those stipulated the Authority immediately will inform the affected Contracting Party of such disqualification. It shall be the obligation of such Contracting Party to require the offending originator of said highly concentrated materials to immediately initiate and undertake remedial pre-treatment or other legal means before discharge into such Contracting Party's sewers.

(c) Ordinances. Each Contracting Party, respectively, agrees that it has enacted or will enact ordinances as necessary to include the following provisions:

(1) For each existing and future SIU, the Contracting Party shall require said user to complete and submit a permit application containing that information specified in the sample application form which is attached hereto as Exhibit 1 immediately following this Section 8 (c). The Authority shall be provided a copy of the permit application within thirty days after receipt by the Contracting Party. The Authority shall provide comments on said application within thirty days of receipt and return comments to the Contracting Party. Failure to comment shall be construed as concurrence by the Authority.

After approval of the Permit Application by both the Contracting Party and the Authority, the Contracting Party shall issue a permit to discharge which shall be as shown on the form which is attached hereto as Exhibit 2 immediately following Exhibit 1 at the end of this Section 8 (c). Said permit to discharge shall be required of all SIUs before said user will be allowed to discharge industrial wastes into the sewage system. A copy of the permit to discharge shall be forwarded to the Authority.

(2) The Contracting Party shall require significant industrial users to comply with applicable Federal Categorical Pretreatment Standards as well as any applicable state and local standards.

(3) The Contracting Party shall maintain certain information contained in permit applications as confidential at SIU's request.

(4) The Contracting Party shall disallow dilution as a means of reducing pollutant concentrations in an SIU's waste stream.

(5) The Contracting Party shall be authorized to enter SIU premises at any time for independent monitoring, inspection, or review of applicable records to determine compliance.

(6) The Contracting Party shall develop and require adherence to SIU compliance schedules.

(7) The Contracting Party shall require self-monitoring and reporting at SIU's expense.

(8) The Contracting Party shall choose or approve laboratory to analyze industrial wastes.

(9) The Contracting Party shall require SIU's to pay applicable fees for:

- (i) sampling and testing to determine compliance
- (ii) disconnection/reconnection of service resulting from noncompliance
- (iii) abnormal strength wastes
- (iv) additional costs incurred by Contracting Party or POTW in transporting or treating wastes
- (v) filing, revision, or renewal of Permit Application

(10) The Contracting Party shall provide public notification for instances of violation.

(11) The Contracting Party shall deny/revoke permit, disallow/disconnect service, assess civil or criminal penalties, and seek other available legal and equitable remedies against SIU for:

- (i) discharge to sewerage system resulting in violation of POTW's discharge permit conditions
- (ii) hazard to health or life of POTW personnel or users of receiving waters
- (iii) violation of any applicable ordinance or regulation
- (iv) false information transmitted to approving authority through Permit Application, monitoring reports, etc.

The Contracting Party shall furnish to the Authority all documents and records, in addition to those outlined herein, as necessary to demonstrate compliance by all industries.

Section 9. OTHER CONTRACTS. (a) The Authority reserves the right, with the approval by a majority vote of the Advisory Committee, to enter into contracts to provide the Wastewater services of the System to Additional Contracting Parties under contracts similar to this Contract, subject to the requirements concerning "minimums" as hereinafter provided. Each contract with any Additional Contracting Party shall comply with the requirements of this Contract, shall substantially restate the essential provisions of this Contract, and shall be structured to be similar hereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances, with the effect that each Additional Contracting Party will substantially adopt the provisions of this Contract, as supplemented and necessarily changed by its contract. However, the Authority shall not obligate itself to receive Wastewater into the System from any future Additional Contracting Party if, in the judgment and discretion of the Authority, such obligation would jeopardize the Authority's ability to meet its obligation to receive, transport, treat, and dispose of Wastewater discharged into the System by prior Contracting Parties, including specifically the Initial Contracting Parties.

(b) It is further recognized and agreed that in the future the Authority may provide services of the System to parties which are not Additional Contracting Parties, provided that all such services of the System to parties which are not Additional Contracting Parties shall in all respects be subordinate to the prior rights of the Contracting Parties, and all contracts or other arrangements relating to such services shall recognize, and be made subordinate to, such prior rights.

(c) Each Contracting Party shall have the right, with the approval of a majority of the Advisory Committee and the approval of the Authority, to negotiate and enter into

sub-contracts with any other city or other entity under which such other city or entity may discharge Wastewater generated outside the boundaries of such Contracting Party into such Contracting Party's sewers, to be transported into the System at such Contracting Party's Point or Points of Entry along with such Contracting Party's other Wastewater. In such case such additional Wastewater shall be regarded as being the Wastewater of such Contracting Party for all purposes of this Contract. The consideration as between or among such cities or other entities may be determined by such parties, but no such transaction shall relieve the Contracting Party of its obligations to the Authority under the terms of this Contract.

Section 10. ADVISORY COMMITTEE. (a) The governing body of each of the Contracting Parties annually shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee for the System, which Advisory Committee is hereby created and established. The Advisory Committee, at its first meeting, shall elect a Chairman, a Vice Chairman, and a Secretary. The Advisory Committee may establish bylaws governing the election of officers, meeting dates, and other matters pertinent to the functioning of the Advisory Committee. The Advisory Committee shall consult with and advise the Authority, through its General Manager or his designated representative, with regard to the following matters pertaining to the System:

- (i) The issuance of Bonds;
- (ii) The operation and maintenance of the System;
- (iii) Additional Contracting Parties and the terms and conditions of the contracts with such parties, consistent with the provisions of this Contract;
- (iv) Contracts for services to entities which are not Additional Contracting Parties, and the prices, terms, and conditions of such contracts consistent with the provisions of this Contract;

- (v) The Authority's Annual Budget, prior to its submission by the Authority's General Manager to the Authority's Board;
- (vi) Review of the Authority's Annual Audit;
- (vii) All other pertinent matters relating to the management of the System; and
- (viii) Improvements and extensions of the System.

The Advisory Committee shall have access to and may inspect at any reasonable times all physical elements of the System and all records and accounts of the Authority pertaining to the System. A copy of the minutes of the meetings of the Advisory Committee and all other pertinent data, shall be provided to the members of the Advisory Committee.

(b) The term of membership on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. All expenses of the Advisory Committee in discharging its duties under this Section shall be considered as an Operation and Maintenance Expense of the System.

Section 11. FISCAL PROVISIONS. (a) Subject to the terms and provisions of this Contract, the Authority will provide and pay for the cost of the acquisition and construction of the System and all System facilities, by using its best efforts to issue its Bonds in amounts which will be sufficient to accomplish such purposes, and the Authority will own and operate the System. It is acknowledged and agreed that payments to be made under this Contract and similar contracts with Additional Contracting Parties, if any, will be the primary source available to the Authority to provide the Annual Requirement, and that, in compliance with the Authority's statutory duty to fix and from time to time revise the rates of compensation or charges for services of the System rendered and made available by the Authority, the Annual Requirement will change from time to time, and that each such Annual Requirement shall be

allocated among the Contracting Parties as hereinafter provided, and that the Annual Requirement for each Annual Payment Period shall be provided for in each Annual Budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of:

- (A) An "Operation and Maintenance Component" equal to the amount paid or payable for all Operation and Maintenance Expenses of the System; and
- (B) A "Bond Service Component" equal to:
 - (1) the principal of, redemption premium, if any, and interest on, its Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and all amounts required to redeem any Bonds prior to maturity when and as provided in any Bond Resolution; and
 - (2) the proportionate amount of any special, contingency, or reserve funds required to be accumulated and maintained by the provisions of any Bond Resolution; and
 - (3) any amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

Section 12. ANNUAL BUDGET. Each Annual Budget for the System shall always provide for amounts sufficient to pay the Annual Requirement. The Annual Budget for the System for all or any part of the Annual Payment Period during which the System is first placed into operation shall be prepared by the Authority based on estimates made by the Authority after consultation with the Advisory Committee. On or before August 1 of each year after the System is first placed in operation, the Authority shall furnish to each Contracting Party a preliminary estimate of the Annual Payment required from each

Contracting Party for the next following Annual Payment Period. Not less than forty days before the commencement of the Annual Payment Period after the System is first placed into operation, and not less than forty days before the commencement of each Annual Payment Period thereafter, the Authority shall cause to be prepared as herein provided its preliminary budget for the Red Oak Creek System for the next ensuing Annual Payment Period, which budget shall specifically include the Operation and Maintenance Component and the Bond Service Component. A copy of such preliminary budget shall be filed with each Contracting Party. The preliminary budget shall be subject to examination, at reasonable times during business hours, at the office of the City Secretary of each Contracting Party. If no protest or request for a hearing on such preliminary budget is presented to the Authority within ten days after such filing of the preliminary budget by one or more Contracting Parties or by the owners of a minimum of 25% in principal amount of the Bonds then outstanding, the preliminary budget for the Red Oak Creek System shall be considered for all purposes as the "Annual Budget" for the next ensuing Annual Payment Period. But if protest or request for a hearing is duly filed, it shall be the duty of the Authority to fix the date and time for a hearing on the preliminary budget, and to give not less than ten days notice thereof to the Contracting Parties. An appropriate Committee of the Authority shall consider the testimony and showings made in such hearing and shall report its findings to the Board of Directors of the Authority. The Board of Directors may adopt the preliminary budget or make such amendments thereof as to it may seem proper. The budget thus approved by the Board of Directors of the Authority shall be the Annual Budget for the next ensuing Annual Payment Period. The Annual Budget (including the first Annual Budget) may be amended by the Authority at any time to transfer from one division thereto

to another funds which will not be needed by such division. The amount for any division, or the amount for any purpose, in the Annual Budget may be increased through formal action by the Board of Directors of the Authority even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only in the event of an emergency or special circumstances which shall be clearly stated in a resolution at the time such action is taken by the Board of Directors. Certified copies of the amended Annual Budget and resolution shall be filed immediately by the Authority with each Contracting Party.

Section 13. PAYMENTS BY CONTRACTING PARTIES. (a) For the Wastewater services to be provided to the Contracting Parties under this Contract, each of the Contracting Parties agrees to pay, at the time and in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as herein described and shall constitute a Contracting Party's Annual Payment. Each of the Contracting Parties shall pay its part of the Annual Requirement for each Annual Payment Period directly to the Authority, in monthly installments, on or before the 10th day of each month, in accordance with the schedule of payments furnished by the Authority, as hereinafter provided.

(b) For each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be a percentage obtained by dividing the number of gallons of contributing flow of Wastewater estimated to be discharged into the System by such Contracting Party during such Annual Payment Period, as determined by the Authority after consultation with such Contracting Party, by the aggregate total number of gallons of contributing flow of Wastewater estimated to be discharged into the System by all Contracting Parties during such period, as determined by the Authority after consultation with all of the Contracting Parties. It is provided, however,

that in estimating costs for services the Authority is specifically authorized, in its discretion, to estimate such costs based on an arbitrary assumption that the Annual Payment Period for which the calculation is being made will be an extremely dry year, rather than a normal or average year, and that accordingly the contributing flow of Wastewater discharged into the System will be less than expected normally or on an average, all with the result that the monthly payments made by the Contracting Parties may be higher than would have been required on the basis of a normal or average year, and with the further result that the total amount required to meet the then current Annual Budget for the System may be collected by the Authority before the end of the then current Annual Payment Period. This result is expressly approved by the Contracting Parties and is deemed by the parties hereto to be beneficial in the fiscal management of the System, and will assure the timely availability of funds even under unexpected circumstances. However, upon receipt during any Annual Payment Period of an amount sufficient to meet the then current Annual Budget of the System for the remainder of the then current Annual Payment Period, the Authority immediately shall notify the Contracting Parties, and they shall not be obligated to make further payments under this Section for the remainder of that Annual Payment Period, unless otherwise specifically hereinafter provided in the event of unexpected or additional Annual Budget requirements. It is further provided that the Authority may revise its estimates of contributing flow either monthly or for any other period within an Annual Payment Period, as determined by the Authority, and such revised estimates may be made on the basis of actual metered contributing flow during the preceding month or other period, to the end that the Authority may use its best efforts to avoid to the extent practicable unnecessary final adjustments among the Contracting Parties for each Annual Payment Period. All such payments for each Annual Payment Period shall

be made in accordance with a written schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Contracting Parties by the Authority. Such schedule of payments may be revised by the Authority periodically based on any changes in its estimates of contributing flow as provided above, and each revised schedule of payments shall be supplied to each Contracting Party before the beginning of the period to which it is applicable. At the close of each Annual Payment Period the Authority shall determine the actual metered number of gallons of contributing flow of Wastewater discharged into the System by each Contracting Party during said period and determine each Contracting Party's actual percentage of the Annual Requirement by dividing such Contracting Party's actual metered contributing flow by the actual metered contributing flow of all Contracting Parties. Each Contracting Party's Adjusted Annual Payment shall be calculated by multiplying each such Contracting Party's redetermined percentage times the actual Annual Requirement. The difference between the amounts which actually have been paid by each Contracting Party and the amounts actually due from such Contracting Party hereunder shall be applied as a credit or a debit to such Contracting Party's account with the Authority and shall be credited or debited to such Contracting Party's next monthly payment, or as otherwise agreed between the Authority and the affected Contracting Party, provided that all such credits and debits shall be made in a timely manner not later than the end of the next following Annual Payment Period.

(c) Notwithstanding the provisions of (b), above, and as an exception thereto, it is agreed that if, during any Annual Payment Period, the estimated and/or actual metered contributing flow of Wastewater into the System of any Contracting Party is, for any reason whatsoever, less than the minimum amount hereinafter prescribed and provided for it, such Contracting Party shall pay its share of each Annual Requirement as if its

estimated and/or actual metered contributing flow of Wastewater into the System were such minimum amount. However, if such Contracting Party's estimated and/or actual metered contributing flow of Wastewater into the System is equal to or in excess of such minimum amount, its share of all of each Annual Requirement shall be calculated on the basis of estimated and actual contributing flow as provided in (b), above. All contracts with Additional Contracting Parties shall provide for equitable minimums similar to those provided for below. Such minimums shall be fixed in amounts at least sufficient, as determined by the Authority, to assure an initial annual payment by such Additional Contracting Party for not less than the amount of its estimated contributing flow of Wastewater into the System during the first year of service under such contract. For the purpose of calculating the minimum percentage of each Annual Requirement for which each Initial Contracting Party is unconditionally liable, without offset or counterclaim (also see Section 16 hereof), the contributing flow of Wastewater into the System of each Initial Contracting Party, during each Annual Payment Period, shall be deemed to be not less than the minimum amount (regardless of whether or not such amount was actually discharged into the System) specified for such Initial Contracting Party as follows:

City of Cedar Hill:	127,750,000 gallons
City of De Soto:	18,250,000 gallons
City of Glenn Heights:	164,250,000 gallons
City of Lancaster:	18,250,000 gallons
City of Ovilla:	7,300,000 gallons
City of Red Oak:	73,000,000 gallons.

(d) Notwithstanding the foregoing, the Annual Requirement, and each Contracting Party's share thereof, shall be redetermined, after consultation with each of the Contracting Parties, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the Authority, if:

- (i) The Authority commences furnishing services of the System to an Additional Contracting Party or Parties;
- (ii) Unusual, extraordinary, or unexpected expenditures for Operation and Maintenance Expenses are required which are not provided for in the Authority's Annual Budget for the System or in any Bond Resolution;
- (iii) Operation and Maintenance Expenses are substantially less than estimated;
- (iv) The Authority issues Bonds which require an increase in the Bond Service Component of the Annual Payment; or
- (v) The Authority receives either significantly more or significantly less revenues or other amounts than those anticipated.

(e) During each Annual Payment Period all revenues received by the Authority from providing services of the System to parties which are not Contracting Parties, and all surcharges collected from any Contracting Party under Section 4, above, shall (i) first be credited to the Operation and Maintenance Component of the Annual Requirement, and (ii) then any remainder credited to the Bond Service Component of the Annual Requirement, with the result that such credits under (i) and (ii), respectively, shall reduce, to the extent of such credits, the amounts of such Components, respectively, which otherwise would be payable by the Contracting Parties pursuant to the method prescribed in (b) and (c), above. The Authority may estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment.

(f) Each Contracting Party hereby agrees that it will make payments to the Authority required by this Section on or before the 10th day of each month of each Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the Authority, such complaining party shall nevertheless promptly make such payment or

payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the Authority shall promptly revise and reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the Authority will recover the amount due it. All amounts due and owing to the Authority by each Contracting Party or due and owing to any Contracting Party by the Authority shall, if not paid when due, bear interest at the rate of ten (10) percent per annum from the date when due until paid. The Authority shall, to the extent permitted by law, discontinue the services of the System to any Contracting Party which remains delinquent in any payments due hereunder for a period of sixty days, and shall not resume such services while such Contracting Party is so delinquent. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty days, and if such delinquency continues during any period thereafter, such Contracting Party's minimum amount of gallons of Wastewater specified and described in (c), above, shall be deemed to have been zero gallons during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of each Annual Payment to be paid by the non-delinquent Contracting Parties, and the Authority shall redetermine such percentage on that basis in such event so that the non-delinquent Contracting Parties collectively shall be required to pay all of the Annual Requirement. However, the Authority shall pursue all legal remedies against any such delinquent Contracting Party to enforce and protect the rights of the Authority, the other Contracting Parties, and the holders of the Bonds, and such delinquent Contracting Party shall not be relieved of the liability to the Authority for the payment of all amounts which would have been due hereunder, in the absence of the next

preceding sentence. It is understood that the foregoing provisions are for the benefit of the holders of the Bonds so as to insure that all of the Annual Requirement will be paid by the non-delinquent Contracting Parties during each Annual Payment Period regardless of the delinquency of a Contracting Party. If any amount due and owing by any Contracting Party to the Authority is placed with an attorney for collection, such Contracting Party shall pay to the Authority all attorneys fees, in addition to all other payments provided for herein, including interest.

(g) If, during any Annual Payment Period, any Contracting Party's Annual Payment is redetermined in any manner as provided or required in this Section, the Authority will promptly furnish such Contracting Party with an updated schedule of monthly payments reflecting such redetermination.

(h) As additional consideration for the services to be provided to them, respectively, under this Contract, and in order to equalize fairly and proportionately the burden of costs among them, the Initial Contracting Parties (excepting the City of De Soto, from which no payment is required or necessary) agree to pay to the Authority (to be applied to the cost of acquisition and construction of the System and thus reduce the amount of Bonds which otherwise would be required) the following amounts, respectively:

City of Cedar Hill: \$50,000

City of Glenn Heights: Either \$615,000 or the

amount that the Authority and the City of Glenn Heights mutually agree and estimate to be the cost of that part of the System described in the Engineering Report consisting of approximately 12,500 linear feet of the Bear Creek Interceptor along Bear Creek from the Glenn Heights - De Soto boundary line to the Glenn Heights - Lancaster boundary line.

City of Lancaster: Either \$615,000 or the amount that the Authority and the City of Lancaster mutually

agree and estimate to be the cost of that part of the System described in the Engineering Report consisting of approximately 12,500 linear feet of the Bear Creek Interceptor along Bear Creek from the Lancaster - Glenn Heights boundary line to the Ellis County - Dallas County boundary line.

City of Ovilla: \$100,000

City of Red Oak: Either \$743,000 or the amount that the Authority and the City of Red Oak mutually agree and estimate to be the cost of that part of the System described in the Engineering Report consisting of (i) approximately 9,000 linear feet of the Bear Creek Interceptor from the downstream end of the force main to Red Oak Creek, (ii) approximately 6,000 linear feet of the Red Oak Creek Interceptor from the confluence of Red Oak Creek and Little Creek to the existing City of Red Oak Wastewater Treatment Plant described in Section 14(h) of this Contract, and (iii) the land which will constitute the site of the proposed Red Oak Creek Regional Wastewater Treatment Plant.

The above amounts, respectively, are due and payable not later than 15 days after the Authority has given written notice to each of the Initial Contracting Parties (excepting the City of De Soto) that it has entered into an agreement to sell the first installment of its Bonds under this Contract. It is further acknowledged by each of the Initial Contracting Parties that the delivery of and payment for said initial Bonds by the Purchaser will or may be conditioned on the receipt by the Authority of each of the aforesaid payments prior to the delivery of and payment for said initial Bonds.

Section 14. SPECIAL PROVISIONS. (a) The Authority will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

(b) The Authority agrees to carry fire, casualty, public liability, and other insurance on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Authority shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Authority's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

(c) It is estimated that the System will be placed in operation in 1988. It is expressly understood and agreed, however, that any obligations on the part of the Authority to acquire, construct, and complete the System and to provide the services of the System to the Contracting Parties shall be conditioned (i) upon the receipt by the Authority of the amounts specified in Section 13(h) of this Contract, (ii) upon the Authority's ability to obtain all necessary permits, material, labor, and equipment, (iii) upon the ability of the Authority to finance the cost of the System through the actual sale of the Authority's Bonds, and (iv) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction.

(d) The Authority shall never have the right to demand payment by any Contracting Party of any obligations assumed by it or imposed on it under and by virtue of this Contract from funds raised or to be raised by taxes, and the obligations under this Contract shall never be construed to be a debt of

such kind as to require any of the Contracting Parties to levy and collect a tax to discharge such obligation.

(e) Each of the Initial Contracting Parties, respectively, represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its combined waterworks and sewer system, or its sewer system in the case of the City of Ovilla, as defined in Vernon's Ann. Tex. Civ. St. Article 1113, and that all such payments will be made from the revenues of its combined waterworks and sewer system, or its sewer system in the case of the City of Ovilla. Each of the Contracting Parties, respectively, represents and has determined that the services to be provided by the Red Oak Creek System are absolutely necessary and essential to the present and future operation of its aforesaid system, and that the Red Oak Creek System constitutes the only available and adequate method for discharging, receiving, transporting, treating, and disposing of its Wastewater, and, accordingly, all payments required by this Contract to be made by each Contracting Party shall constitute reasonable and necessary operating expenses of its systems, respectively, as described above, with the effect that the obligation to make such payments from revenues of such systems, respectively, shall have priority over any obligation to make any payments from such revenues of principal, interest, or otherwise, with respect to all bonds or other obligations heretofore or hereafter issued by such Contracting Party.

(f) Each of the Contracting Parties agrees throughout the term of this Contract to continuously operate and maintain its combined waterworks and sewer system, or sewer system in the case of the City of Ovilla, and to fix and collect such rates and charges for water and sewer services and/or sewer services to be supplied by its system as aforesaid as will produce revenues in an amount equal to at least (i) all of the expenses of operation and maintenance expenses of such system, including

specifically its payments under this Contract, and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

(g) The City of Ovilla specifically covenants and agrees that it will provide, improve, and expand its sewer system to furnish adequate sewer services to its inhabitants and to produce adequate revenues as required above.

(h) As permitted and authorized by Section 30.04, Texas Water Code, the Authority Act, and other provisions of law, this subsection shall constitute an operating agreement between the Authority and the City of Red Oak with respect to the existing City of Red Oak Wastewater Treatment Plant (the "Red Oak Plant"), which is capable of serving the Red Oak Creek drainage area within the boundaries of the City of Red Oak. During the term of this Contract the Authority will manage, administer, operate, maintain, and use the Red Oak Plant as part of the System, as and when required, as determined by the Authority, for the proper operation of the System. In consideration for the right to use the Red Oak Plant during the term of this Contract it is agreed that the Authority shall pay to the City of Red Oak, as an Operation and Maintenance Expense of the System, semiannual amounts, commencing during the first Annual Payment Period in which the System first begins operation, equal to the respective amounts of principal and interest, when due, on that issue of Trinity River Authority of Texas-City of Red Oak Waste Disposal Contract Revenue Bonds, Series 1973, until such bonds have been paid and retired.

Section 15. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each Contracting Party to make the payments required under Section 13 of this Contract, then if such party shall give notice and full particulars of such force majeure in

writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 16. UNCONDITIONAL OBLIGATION TO MAKE PAYMENTS. Recognizing the fact that the Contracting Parties urgently require the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the Authority will use payments received from the Contracting Parties to pay and secure its Bonds, it is hereby agreed that each of the Contracting Parties shall be unconditionally obligated to pay, without offset or counterclaim, its proportionate share of the Annual Requirement, as provided and determined by this Contract (including the obligations for paying for "minimums" as described in Section 13 hereof), regardless of whether or not the Authority actually acquires, constructs, or completes the System or is actually operating or providing services of the System to any Contracting Party hereunder, or whether or not any Contracting Party actually

uses the services of the System whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by the Contracting Parties shall be for the benefit of and enforceable by the holders of the Bonds and/or the Authority.

Section 17. TERM OF CONTRACT; MODIFICATION; NOTICES; STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS. (a) This Contract shall be effective on and from the Contract Date, subject to its execution by all of the Initial Contracting Parties and the Authority, and this Contract shall continue in force and effect until the principal of and interest on all Bonds shall have been paid, and thereafter shall continue in force and effect during the entire useful life of the System. This Contract constitutes the sole agreement between the parties hereto with respect to the System.

(b) Modification. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all moneys required to be paid by each Contracting Party under the terms of this Contract and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

(c) Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner

hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Authority, to:

Trinity River Authority of Texas
P. O. Box 60
Arlington, Texas 76010

If to the Initial Contracting Parties, as follows:

City of Cedar Hill
Main & Cedar
Cedar Hill, Texas 75104

City of De Soto
200 S. Hampton
De Soto, Texas 75115

City of Glenn Heights
P. O. Box 1028
Glenn Heights, Texas 75115

City of Lancaster
211 N. Henry
Lancaster, Texas 75146

City of Ovilla
P. O. Box 5047
Ovilla, Texas 75154

City of Red Oak
411 W. Red Oak Road
Red Oak, Texas 75154

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

(d) State or Federal Laws, Rules, Orders, or Regulations.

This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to

question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 18. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 19. REMEDIES UPON DEFAULT. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing however, that the Authority's undertaking to provide and maintain the services of the System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the Authority agrees, in the event of any default on its part, that each Contracting Party shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination)

which may also be available. Recognizing that failure in the performance of any Contracting Party's obligations hereunder could not be adequately compensated in money damages alone, each Contracting Party agrees in the event of any default on its part that the Authority shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the Authority. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Authority to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 20. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tarrant County, Texas, which is the County in which the principal administrative offices of the Authority are located. It is specifically agreed among the parties to this Contract that Tarrant County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this

Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

TRINITY RIVER AUTHORITY OF TEXAS

BY *Wm. J. Hance*
General Manager

ATTEST:

John C. Vickers
Secretary, Board of Directors
(AUTHORITY SEAL)

CITY OF CEDAR HILL, TEXAS

BY *Kenneth Lander*
Mayor

ATTEST:

Frankie Lee
City Secretary
(CITY SEAL)

CITY OF DE SOTO, TEXAS

BY *[Signature]*
Mayor

ATTEST:

Jean Garner
City Secretary
(CITY SEAL)

CITY OF GLENN HEIGHTS, TEXAS

BY *[Signature]*
Mayor

ATTEST:

Rose Kendrick
City Secretary
(CITY SEAL)

CITY OF LANCASTER, TEXAS

BY *W. H. Blett*
Mayor

ATTEST:

Francis H. Beckman
City Secretary

(CITY SEAL)

CITY OF OVILLA, TEXAS

BY *A. C. Hoyle*
Mayor

ATTEST:

Clara Smith
City Secretary

(SEAL)

CITY OF RED OAK, TEXAS

BY *Jean M. Kelley*
Mayor

ATTEST:

Diana Robertson
City Secretary

(CITY SEAL)

To: Administrative Reviewer

Date: September 13, 2005

From: Cartographer-Utilities & Districts Section

Subject: ¹¹⁴⁵⁴Overlap & Notice Check for Administrative Review No. A-154-5
City of Ovilla to amend water and obtain sewer CCN in Ellis and Dallas counties.

1. No new overlap of service areas exists.
- X 2. An overlap City of Glenn Heights (11059 & 20427)
3. Dual certification
4. An overlap exists with the city limits of:
5. If this is a Sale, Transfer, or Merger, is additional area being requested?
6. Due to an inadequate map filed by the applicant, a determination cannot be made as to the actual location of requested service boundary.
- X 7. Map submitted is digital request digital data. (.pdfs are not digital data)
8. Need a more detailed map, such as a subdivision plat or USGS topo map with the boundary clearly identified.
9. Utility notice was sufficient.
- X 10. Utility notice was insufficient. In addition to those systems listed in the application, they will also need to notify:

TWO MILES: water is for notice

- ✓ City of Glenn Heights (11059)
- ✓ City of DeSoto (11432)
- ✓ Sardis Lone Elm WSC (10058)
- ✓ City of Cedar Hill (11063)
- ✓ Community Water Service (10091)
- ✓ City of Red Oak (11074)
- ✓ Rockett SUD (10099)

sewer is for request for service

- City of Glenn Heights (20427)
- City of Cedar Hill (20428)
- City of Red Oak (20436)

FIVE MILE:

City of Glenn Heights (20427)

City of Cedar Hill (20428)

City of Red Oak (20436)

✓ City of Duncanville (20033)

✓ City of Lancaster (20039)

✓ City of Waxahachie (20361)

✓ City of Midlothian

X 11. Notice: approximately 500 acres

✓ located approximately 1 mile east and 1 mile north of downtown Ovilla

✓ On the North by Bear Creek Road

✓ On the East by Hampton Road


✓ On the South by Red Oak Creek Road

✓ On the West by Cockrell Hill Rd.

X 12. Other comments:

Applicant shows existing water CCN incorrectly. Sewer CCN will not have the existing water CCN area only amendment area.

in mapping



Kent Steelman



105 South Cockrell Hill Road
Ovilla, Texas 75154
Ph: (972) 617-7262 Fax: (972) 515-3221

November 22, 2005

Karen Blaschke
Utility & Districts Section
Water Supply Division – MC 153
Texas Commission on Environmental Quality
PO Box 13087
Austin, TX 78711-3087

RE: Application to amend CCN

Dear Ms. Blaschke:

This letter is in response to correspondence received from Michelle Adams, dated September 23, 2005. As requested, the following is enclosed:

- An original and three copies of the publisher's affidavit of the newspaper publications with tear sheets of the published notices attached;
- Four copies of each individual notice and map sent to neighboring utilities and affected parties;
- One copy of the landowner notice and map sent to each landowner; and
- An original and three copies of the signed affidavits that individual notice to neighboring utilities, affected individuals, and each landowner has been given.


Additionally, the following information requested is submitted:

- a) No additional letters requesting service have been received to date.
- b) A map with the location of current water and sewer connections and the areas of request for service indicated is attached.
- c) When requested last, I contacted Ms. Peggy Fox and she reviewed the material with her. She informed me that it would not be necessary to forward everything. Please let me know if this has changed.
- d) A copy of the letter submitted to the City of Glenn Heights and the only response received is attached.
- e) The digital map is enclosed.
- f) We are not requesting CCN for any areas outside our current extrajurisdictional jurisdiction.

RECEIVED
NOV 23 2005
TEXAS COMMISSION
ON
ENVIRONMENTAL QUALITY

Please let me know if there is anything further required. I appreciate your assistance in the processing of this application.

Sincerely,


John McDonald
City Administrator

Enclosures

PUBLISHER'S AFFIDAVIT

**STATE OF TEXAS
COUNTY OF ELLIS**

Before me, the undersigned authority in and for said State and County, on this day personally appeared Robin Goodman to me known, who, after being by me first duly sworn, on oath, says: that she is Clerk of the Waxahachie Daily Light which is a newspaper of general circulation, published in the City of Waxahachie, in Ellis County, Texas, and which has been continuously and regularly published therein for a period of more than one year next before the first publication of the attached writ and notice; that the said writ and notice was printed and published in said newspaper once each consecutive week for the period of time required, and on the following dates:

10-28 & 11-4, 2005, as appeared from a copy thereof attached.

Witness my hand this 21 day of November 2005.

[Signature]
Robin Goodman

Subscribed and sworn to before me this 21 day of November 2005
[Signature]
Notary Public in and for Ellis County, Texas

Printer's Fee \$ _____



RECEIVED

NOV 23 2005

TEXAS COMMISSION

ALCOHOLIC BEVERAGE COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS ALCOHOLIC BEVERAGE CODE.

CALVIN GOLDEN - PRESIDENT
SHEILA FAYE GOLDEN - VICE PRESIDENT
ANDREA MECHELE ROSE - SECRETARY

To be published 2 times in The Waxahachie Daily Light, Friday, October 28 and November 4, 2005.

Notice for Publication

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER AND SEWER UTILITY SERVICE IN DALLAS AND ELLIS COUNTIES

The City of Ovilla has filed applications for a

decertify portions of the City of Glenn Heights with the Texas Commission on Environmental Quality to provide water & sewer utility service in Dallas and Ellis Counties. The proposed utility service area is located approximately 1 mile east and 1 mile north of downtown Ovilla, Texas, and is generally bounded on the north by Bear Creek Road; on the east by Hampton Road; and on the south by Red Oak Creek Road; and on the west by Cockrell Hill Road. The total area being requested includes approximately 500 acres and 89 current customers.

A copy of the proposed service area map is available at 105 Cockrell Hill Road, Ovilla, Texas, Phone Number, 972/617-7262.

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable

reference to this application; (3) the statement "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Persons who wish to intervene or comment should write the Texas Commission on Environmental Quality, Water Supply Division, Utilities and Districts Section, MC-153, P.O. Box 13087, Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission or its own motion requests a hearing. Only those individuals who submit a

written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an

evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court. Se desea informacion en Espanol, puede llamar al 1-800-687-4040.

CLASSIFIED AD RATES

Minimum charge for private party advertising is \$15.00 in The Waxahachie Daily Light
 Minimum charge for private party advertising is \$7.50 in The Ennis Journal, Midlothian Mirror, Ellis County Chronicle or Italy News-Herald.

BUYER BEWARE!

Many ads found in these classifieds come from distant parts and the Waxahachie Daily Light, The Ennis Journal, Midlothian Mirror, Ellis County Chronicle and the Italy News-Herald cannot always know the merit of the offers. We do not purposely run ads that are fraudulent.

Subscribe!

SECRETARY
 Red Oak, Tx Location

Growing company seeks person to assist Director of Construction.

INSTAFF NOW HIRING

We are currently accepting applications for **General Labor positions.**

JOB REQUIREMENTS - able to lift 50 lbs, a valid drivers license & begin work immediately.

Must have verifiable references and be able to pass a drug screen and criminal background check.

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025 LEGAL NOTICES

To be published 1 time in The Waxahachie Daily Light, Friday, October 28, 2005.

REGISTERED SEX-OFFENDER

James William Breedon, W/M
29 YO
142 Country Dr.
Waxahachie,
TX 75185
Sexual assault child & indecency with a child contact

Mild level
Moderate
Para mas informacion en este delinciente sexual registrado con seguir acceso al sitio web de ofensor en <http://records.txdsps.state.tx.us>

REGISTRADO DEL DELINCUENTE SEXUAL

Atasca William Breedon, W/M
29 YO
142 Pais Dr.
Waxahachie,
TX 75185
Nifio sexual del asalto & indecencia con un contacto de nifio riesgo del nivel (modera)

Para mas informacion en este delinciente sexual registrado con seguir acceso al sitio web de ofensor en <http://records.txdsps.state.tx.us>

Countywide Classifieds Get Great Results!

You can advertise your employment openings, merchandise for sale, homes for sale or lease, lost or found pets, business opportunities, cars/trucks

Legal Notices

To be published 2 times in The Waxahachie Daily Light, Friday, October 28 and November 4, 2005.

Notice for Publication

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER AND SEWER UTILITY SERVICE IN DALLAS AND ELLIS COUNTIES

The City of Ovilla has filed applications for a sewer CCN to amend existing sewer and to provide portions of the City of Blum Heights with the Texas Commission on Environmental Quality to provide water & sewer utility services in Dallas and Ellis Counties. The proposed utility service area is located approximately 1 mile east and 1 mile north of downtown Ovilla, Texas, and is generally bounded on the north by Bear Creek Road; on the east by Hampton Road; and on the south by Red Oak Creek Road; and on the west by Cockrell Hill Road.

The total area being requested includes approximately 500 acres and 89 current customers.

A copy of the proposed service area map is available at 105 Cockrell Hill Road, Ovilla, Texas, Phone Number 872/617-7262.

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; (5) your proposed adjustment to the appli-

Legal Notices

request for a hearing. Persons who wish to intervene or comment should write the:

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section,
MC-153
P.O. Box 13087
Austin, TX
78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received by the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

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evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

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Legal Notices

To be published in The Waxahachie Daily Light, Friday, October 28, 2005.

NOTICE OF DRAFT FEDERAL OPERATING PERMIT

DRAFT PERM NO. 01010

APPLICATION DRAFT PER

Dartco of Texas, a Limited Partnership, 5010 Solon Road, Waxahachie, Texas 75185, a Plastics, Foam ducts facility, has filed with the Texas Commission on Environmental Quality (TCEQ) for an Federal Operating Permit (hereinafter referred to as "Permit No. 01010") to authorize operation of Dartco of Texas, Waxahachie Site. The permit is located at 850 Solon Road, Waxahachie, Ellis County, Texas. This application was received by TCEQ on July 8, 2005. The purpose of the permit is to authorize operation of the facility to improve compliance with rules of government pollution control clearly listing all applicable requirements defined in Title 16 Texas Administrative Code § 122.10 TAC § 122.10. The permit will not authorize new construction or modifications that increase emissions. The TCEQ Executive Director has completed the technical review of the application and has made a preliminary decision to prepare a draft permit for public comment review. The draft permit, if approved, will establish the conditions under which the facility must operate. The Executive Director recommends issuance of this draft permit. The permit application statement of basis for the draft permit is available for viewing and copying at the TCEQ

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Place Your Classified Ad Countywide!
Call Sharon

527
00

Best Southwest

Focus Daily News

1337 Marilyn Avenue • P O Box 1714 • DeSoto, TX 75123 • (972) 223-9175

AFFIDAVIT OF PUBLICATION

State of Texas
County of Dallas

Personally appeared before the undersigned, a Notary Public within and for said county and state, Mike Martinez, of Focus Daily News, a general circulation newspaper published at 1337 Marilyn Avenue, DeSoto, Texas, 75115, County of Dallas, State of Texas, who, being duly sworn, states on oath that an advertisement:

CPN - WATER SVS.

was published in the said publication on

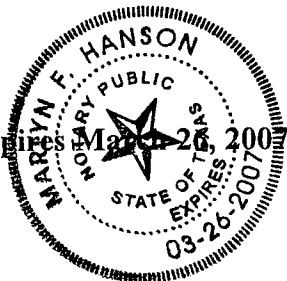
Oct 28 2005 + Nov 4, 2005

[Handwritten Signature]

Mike Martinez, Focus Daily News

Sworn and subscribed before me this the 29 day of Oct, 2005.

My commission expires March 26, 2007.



[Handwritten Signature]

Notary Public

latonyap@lancasterlib.org
g. For more information on
all library programming,
visit our website at
www.lancasterlib.org.

Nov. 7

*Active Parenting
of Teens classes*

Do you know the three types of parenting styles? The five goals of teen behaviors? How to avoid communication blocks? Active Parenting of Teens classes begin 7 PM Monday, November 7 at West Jr High. Registration Fee: \$15 per person covers books. For information, call Ruth Roberson, West Jr High Counselor 972-230-1820 ext 405 to sign up. Space is limited. Call soon!!!

negligent homicide cases against Robles.

The bus caught fire outside of Dallas about 30 hours after leaving Houston with residents

day's hearing, said his government is paying close attention to the case to ensure Robles is treated fairly under the U.S. legal system. He said Mexico

LEGAL NOTICE - DUNCANVILLE

NOLEGAL NOTICE

250 W. Highway 67.

The City of Duncanville Board of Adjustment will hold a public hearing on November 8, 2005 at 7:00 P.M. at City Hall Council Chambers, 203 E. Wheatland Road, to consider the request of Greg McGahey, Agent for Costco, on behalf of Metroplex Wintergreen LP c/o SC Equities, Inc. to allow 50% masonry for the exterior wall covering of a commercial building instead of the required 80%. The property is located at

As an interested party, you may appear at the hearing or you may send notice to the Board of Adjustment Board, City of Duncanville, stating your position regarding this request.

City of Duncanville
Greg Contreras
Building Official

DV-10/28/C

LEGAL NOTICE - OVILLA

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), TO PROVIDE WATER AND SEWER UTILITY SERVICE IN DALLAS AND ELLIS COUNTIES

The City of Ovilla has filed applications for a sewer CCN, to amend CCN No. 11459 and to decertify portions of the City of Glenn Heights with the Texas Commission on Environmental Quality to provide water & sewer utility service in Dallas and Ellis Counties.

The proposed utility service area is located approximately 1 mile east and 1 mile north of downtown Ovilla, Texas, and is generally bounded on the north by Bear Creek Road; on the east by Hampton Road; on the south by Red Oak Creek Road; and on the west by Cockrell Hill Road.

The total area being requested includes approximately 500 acres and 89 current customers.

area map is available at 105 Cockrell Hill Road, Ovilla, Texas, Phone Number 972/617-7262,

A request for a public hearing must be in writing, you must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Persons who wish to intervene or comment should write the:

Texas Commission on
Environmental Quality
Water Supply Division
Utilities and Districts Section,
MC-153

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or the Commission on its own motion requests a hearing. Only those individuals who submit written hearing request or written request to be notified a hearing is set will receive notice if a hearing is scheduled.

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Si desea informacion en Espanol, puede llamar al 1-800-687-4040.

7 members of judicial conduct board

is one of their own.”

While constitutional county judges in the urban counties rarely perform judicial functions, many in the smaller counties do, said Seana Willing, executive director of the conduct commission. Those duties may include hearing some Class B misdemeanor cases, mental health issues and probate cases.

Written into the Texas Constitution in 1965, the commission currently has one appeals court judge, one district court judge, one justice of the peace, one municipal court judge, one county court at law judge, two

members of the State Bar and four citizen members who are not judges or lawyers.

The commission can sanction judges or suspend them for violations. Currently, there are about 3,600 judges under its jurisdiction.

From 2002 to 2005, 3,973 complaints were filed against Texas judges with 168 against the constitutional county judges. Of the 248 sanctions or disciplinary actions, eight were against constitutional county judges.

While the addition of the county judge slot is designed to provide fair representation, the

additional public member was to expand the panels diversity and ensure it kept an odd number of members for voting purposes.

There has been some opposition to the proposed change.

In a letter sent to lawmakers last spring, commission Chairman James Hall and two other members said the small number of county judges disciplined by the panel did not warrant adding any members. They also noted that other groups such as retired judges and family-law judges are not represented.

LEGAL NOTICE - OVILLA

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Texas Commission on

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.