

- (a) Poly-vinyl-chloride type PS 46 conforming to ASTM F-789 or PSM (PVC) pipe conforming to ASTM Specification D3034 and installed according to ASTM D2321 or Schedule 40 or SDR 26.
 - (b) Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints, ANSI A21.11, and installed according to manufacturer's recommendations.
- 3. Minimum sizes of service lines shall be as follows:
 - (a) Residential – four inches in diameter
 - (b) Commercial – six inches in diameter
- 4. Minimum grades for service lines shall be as follows:
 - (a) 4-inch pipe – one foot drop per hundred feet (1%)
 - (b) 6-inch pipe – six inches drop per hundred feet (0.5%)
 - (c) 8-inch pipe – four inches drop per hundred feet (0.40%)
- 5. Maximum grades for service lines shall be as follows:
 - (a) 4-inch pipe – two and one-half feet drop per hundred feet (2.5%)
 - (b) 6-inch pipe – one and one-half feet drop per hundred feet (1.5%)
 - (c) 8-inch pipe – one foot drop per hundred feet (1%)
- 6. All service lines must be constructed to true alignment and grade. Warped and sagging service lines will not be permitted.
- 7. Building tie-on connection must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
- 8. Water-tight adapters of a type compatible with the materials being joined must be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
- 9. Where the District has provided wyes or stacks on sanitary sewer lines, these existing wyes or stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District's Operator.
- 10. In all cases where the District's Sanitary Sewer line is on the opposite side of the street from the connection, the District has provided cross street runs, generally at alternate lot corners. Connections shall be made to these cross street runs and not at any other location.
- 11. Fittings and Cleanouts
 - (a) No bends or turns at any point will be greater than forty-five degrees (45°).

- (b) Each horizontal service line must be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety feet (90') in length must be provided with a cleanout for each ninety feet (90'), or fraction thereof, in the length of such piping.
 - (c) Each cleanout must be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of wye branch and end-of-the-line cleanouts, cleanouts must be installed vertically above the flow line of the pipe.
 - (d) Cleanout risers shall be extended to grade and sealed with air-tight mechanical plug.
12. All sanitary sewer connections shall be made by a qualified licensed master plumbing approved by the District. However, the District will make the inspection and the licensed plumber must certify on the application form, Exhibit "B," hereto attached, that the sewer connection was made in accordance with these Rules and Regulations and the Plumbing Code.
 13. When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Request for inspections shall be made to the District's Office Manager at least 24 hours in advance of the time such inspection is desired.
 14. The physical connection to the District's sewer main must be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
 15. Backfilling of the service line trench must be accomplished within 24 hours of inspection and approval. No debris will be permitted in the trench.

C. PROTECTION OF DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM

1. It shall be unlawful for any Person, unless authorized in writing by the District's Office Manager, to tamper or interfere with, obstruct access to, or as a result of willful action injure, deface, or destroy any facilities that are a part of the District's waterworks and sanitary sewer System, including, with respect to the waterworks System, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the Fire Department shall have such flushing valves for fire protection purposes.
2. It shall be unlawful for any Person to connect any building to the waterworks System without a meter or to have a straight line connection to a building without being metered. It shall also be unlawful to draw water from the waterworks System without being metered, including the unauthorized use of a flushing valve or unmetered water taps. Meter installations shall include testable back flow prevention devices on all new commercial and multi-family connections as described in Article II, Section J, of this Rate Order. Additionally, the District

reserves the right to require any present or future connections, whether commercial or residential, to install a backflow prevention device. The cost of such devices shall be borne entirely by the customer.

3. Any residential, commercial, apartment or non-profit connection which shall have interior fire control or prevention systems, which depend on water from the District shall submit plans and calculations to the District for approval prior to connection of such systems or at any other time as required by the District. Any such private fire protection system shall be metered.
4. No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewage facilities. All clean outs must be capped. No surface storm water shall be discharged into the District's sanitary sewer System.
5. Swimming pool connections will not be made to the District's sewer System unless approved by the Board.
6. Review and acceptance of the District shall be obtained prior to the discharge into the Public Sewers of any wastes and waters having:
 - (a) A 5-day, 20 degrees Centigrade (20°C) biochemical-oxygen-demand (B.O.D.) greater than 200 mg/L (milligrams per liter).
 - (b) Suspended solids containing greater than 200 mg/L (milligrams per liter).
7. Pre-treatment: Where required, in the opinion of the District, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewage disposal works, the Person shall provide, at his expense, such preliminary treatment or processing facilities as may be determined necessary to render his wastes acceptable for admission to the Public Sewers.
8. Grease, Oil and Sand Interceptors: Grease, oil and sand interceptors shall be provided for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private quarters or dwellings. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for easy cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water-tight and equipped with easily removable covers which, when bolted in place, shall be gas-tight and water-tight. Where installed, all grease, oil and sand interceptors shall be maintained by the Owner, at his expense, in continuously efficient operation at all times.
9. Design calculations, plans, specifications and any other pertinent information relating to proposed preliminary treatment or processing facilities shall be submitted for approval of the District prior to the start of their construction, if the effluent from such facilities is to be discharged into the Public Sewer.

10. Sampling Wells: Sampling wells shall be provided for all new sewer connections serving commercial, unrestricted or unrecorded property. In addition, the District reserves the right to require the addition of a sampling well to any current connection at any time that such connection has a change of use or at any time that such sampling well is determined to be necessary by the District's Engineer. Where required, such sampling wells shall be installed and maintained by the Owner at his sole expense.
11. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. This requirement may only be waived for lead joints that are necessary for repairs to cast iron pipe.
12. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.
13. No direct connection between the District's water supply and a potential source of contamination shall be permitted to exist. Potential sources of contamination shall be isolated from the District's water System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices shall be in compliance with state plumbing codes, and the District may require inspections of any such valve or backflow prevention device on such schedule as deemed appropriate by the Board.
14. No cross-connection between the District's water supply and a private water system shall be permitted to exist. Where an actual air gap is not maintained between the District's water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly shall be properly installed and a service agreement shall exist for annual inspection and testing by a certified backflow prevention device tester.
15. No connection to the District's water supply shall be permitted which would allow the return of water used for condensing, cooling or industrial processes back to the District's water supply.
16. No plumbing fixture shall be installed within the District, which is not in compliance with a state approved plumbing code.
17. All plumbing installations on residential and commercial properties must be in compliance with the plumbing code. A licensed master plumber must perform all installations in the District.

D. PROHIBITED DISCHARGES TO SEWAGE WORKS

1. No Person shall discharge or cause to be discharged any storm water, ground water, roof run-off, sub-surface drainage, down spouts, yard drains, yard fountain and ponds or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the District. Unpolluted processed water may be discharged upon prior written approval of the District to a storm sewer or natural outlet or into the sanitary sewer system by an indirect connection whereby such discharge is cooled, if required, and flows into the sanitary sewer at a rate not in excess of three (3) gallons per minute, provided the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed herein.
2. In cases where, and in the opinion of the District, the character of the sewage from any manufacturer or industrial plant building or other premises is such that it will damage the System or cannot be treated satisfactorily in the System, the District shall have the right to require such user to dispose of such waste otherwise and prevent it from entering the System.
3. No Person shall discharge or cause to be discharged, either directly or indirectly, any substances, materials, waters or waste not in compliance with the District's Wastewater Discharge Regulations, attached as Exhibit "G."

E. POWERS AND AUTHORITY OF ENFORCING AGENTS

The District shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing, in accordance with provisions of these regulations. Any Person found to be violating any provision of this Rate Order shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Any Person who shall continue any violation beyond the time limit shall be guilty of violation of this Rate Order and shall be summarily disconnected from the sanitary sewer and/or water service. Such disconnection and reconnection shall be at the total expense of the Consumer.

F. WATER CONSERVATION PROVISIONS

1. All new construction, whether residential or otherwise, shall use plumbing fixtures which are compatible with the plans of the Texas Water Development Board and/or the TCEQ.
2. The District shall be supplied with a schedule of fixtures to be incorporated in all new construction and manufacturers or laboratory certification that the fixtures meet the conservation criteria set forth herein.

All water and sewer utility service to new connections, subsequent to the adoption of this Rate Order, are subject and condition upon compliance with these provisions.

G. GREASE TRAPS

1. Grease Trap Inspections.

- (a) The Office Manager or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to determine the necessity for a grease trap.
- (b) Any Person who is responsible for a discharge into the District's sanitary sewer System for which, in the sole opinion of the District and its Office Manager, a grease trap is required and who does not have an approved grease trap in place shall have 60 days from the date of notice by the District within which to construct and install the required grease trap and secure necessary approvals thereof.
- (c) The Office Manager or other duly authorized representative of the District shall be authorized to conduct monthly inspections of all grease traps within the District that are subject to this Rate Order to ensure that grease traps are being maintained in effective operating condition, and that all necessary manholes, inspection chambers and related facilities are being maintained and are fully operational.
- (d) In the event a grease trap or any related facilities are found in an unserviceable condition or in need of cleaning or maintenance, the Office Manager or other duly authorized representative of the District shall give written notice to the Person responsible for the discharge for which the grease trap is required advising such Person of the deficiencies and requesting prompt attention to the matter. The Office Manager or other duly authorized representative of the District shall conduct such follow-up inspections as may be necessary until the grease trap is in effective operating condition.
- (e) The District may invoke the procedure described in Article V of this Rate Order to discontinue water service to a tract or Establishment in the event the Owner or proprietor of said tract or Establishment either (a) refuses to permit an inspection pursuant to this Section, or (b) fails, within seven (7) days after receiving written notice issued by the operator, the Board of Supervisors or other duly authorized representative of the District, to correct any condition found to be in violation of the District's requirements for installation, maintenance and operation of the grease traps. In addition, the District may assess a fine of \$5,000.00 per day to any party that fails, within seven (7) days after receiving written notice of violation, to correct the condition prompting the notice, in accordance with the provisions of Article V of this Rate Order, and the Board may, at its discretion, take such action as necessary to correct the condition and maintain the grease trap and bill the customer one and a half times the District's cost of such corrective action.

2. Grease Trap Inspection Fee. A monthly charge will be made against each person responsible for maintenance of a grease trap pursuant to this Rate Order. The charge (grease trap inspection fee) shall defray the District's expenses of monthly inspections of grease traps as provided in this Rate Order. Such grease trap inspection fees are described in Exhibit "F."

H. WATER EMERGENCY PROVISIONS

1. Drought Contingency Plan (the "Plan").
 - (a) Trigger Conditions - For the purpose of this Plan, the District hereby adopts the trigger conditions (The "Trigger Conditions") set forth below:
 - (i) Mild Drought - This condition (herein, "Mild Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds 80% of the production capacity of such facilities for three (3) consecutive days, as determine by the District's Operator.
 - (ii) Moderate Drought - This condition (herein, "Moderate Drought Conditions") exists when demand on the District's water supply facilities reaches or exceeds 90% of the production capacity of such facilities for three (3) consecutive days, as determined by the District's Operator.
 - (iii) Severe Drought - This condition (herein, "Severe Drought Conditions") exists when demand on the District's water supply facilities reach or exceed 100% of the production capacity of such facilities for 24 hours, as determined by the District's Operator.
 - (b) Notice - Once one of the above Trigger Conditions has occurred, users will be notified that such Trigger condition has occurred and of the Drought Response Measures (as defined below) to be taken. The process for notifying users may include any of the following:
 - (i) Mailing at least 48 hours prior to the commencement of the required Drought Response Measures, a written notice to each user;
 - (ii) Posting of signs at the entrances to the District;
 - (iii) Posting of notices at public places in the district; and
 - (iv) Dissemination of press releases to the local news media.

Any notice issued shall contain: (i) the date the Drought Response Measures will begin; (ii) the date the drought Response Measures will terminate, if known; (iii) a list of Drought Response Measures to be implemented; and (iv) an explanation of penalties for violations of such Drought Response Measures.

- (c) Emergency Management Program - The District hereby establishes and adopts the following measures ("Drought Response Measures") for the respective Trigger conditions. The Drought Response Measures related to each Trigger Condition shall automatically become effective and shall be implemented by the District when such Trigger Condition occurs.
- (i) Mild Drought - In the event of Mild Drought Conditions, the following Drought Response Measures shall be taken:
- Users will be asked to voluntarily reduce water use, and will be informed of specific steps that can be taken to reduce water use.
 - All outdoor water usage, including, but not limited to, lawn and garden watering, car washing, and window washing, shall be limited as follows:
 - Only users with even-numbered addresses may use water outdoors on even-numbered days and only users with odd-numbered addresses may use water outdoors on odd numbered days. In the event no street address exists, only users living on the north and west side of a street may use water outdoors on even-numbered days and only users on the south and east side of a street may use water outdoors on odd-numbered days.
 - Outdoor water use shall be prohibited between the hours of 6:00 a.m. and 8:00 p.m.
- (ii) Moderate Drought - In the event of Moderate Drought Conditions, the following Drought Response Measures shall be taken:
- The Drought Response Measures established for Mild Drought Conditions shall continue to be implemented.
 - All outdoor water use, including, but not limited to, lawn and garden watering, car washing and window washing, must be conducted with a hand-held hose with a manual on-off nozzle.
 - The District shall recommend that the following public water uses not essential for public health and safety be curtailed:
 - Street Washing
 - Fire hydrant flushing; and
 - Filling of swimming pools

(iii) Severe Drought - In the event of Severe Drought Conditions, the following Drought Response Measures shall be taken:

- The Drought Response Measures established for Mild Drought Conditions and Moderate Drought Conditions shall continue to be implemented.
- All outdoor use of water, including but not limited to lawn and garden watering, car washing, and window washing shall be prohibited.
- A surcharge equal to 200% of the applicable rate for all water used in excess of 10,000 gallons/month, shall be imposed on all users.
- The Board of the District may prohibit water use by certain industrial or commercial users which uses are not essential to the health and safety of the community so that remaining water is available for essential health and safety related uses.

(d) Termination of Trigger Conditions/Notification. When a Trigger Condition occurs, the District shall enforce the Drought Response measures applicable to such Trigger Condition for a minimum of five (5) days after the last day the demand on the District's water supply facilities reach or exceed the limits of such Trigger Condition. After such five (5) day period, the Drought Response Measures prescribed may, in the discretion of the Board, be continued for an additional five (5) day period. After the expiration of ten (10) days, and assuming no other Trigger Conditions have occurred, the Drought Response Measures prescribed shall terminate and the District shall cease implementation and enforcement of such measures. The District will notify users of the termination of the particular Drought Response Measures and may utilize the same manner of notification used to inform users of the occurrence of the Trigger Condition and implementation of the Drought Response Measures.

2. Emergency Contingency Plan. In the event of a fire, flood, hurricane, lightning stricken, tornado, windstorm, or any other act of God, riot, terrorist act, or any other act of civil disobedience, or any other similar occurrence which results in the inability of the District to provide potable water to users (or the likelihood thereof), the Board, in its discretion, may, without prior notice, invoke all or any of the Drought Response Measures set forth in this Plan as "Emergency Response Measures." The Board may establish any of the penalties set forth in Paragraph 4 for violations of the emergency Response Measures.

3. Implementation. Without limitation to specific actions stated in the Plan to be taken by the District's Office Manager, the Office Manager will administer and

enforce this Plan, and will oversee and be responsible for the execution and implementation of all elements of this Plan (or, if the District employs its own peace officers pursuant to Texas Water Code §49.216, such peace officers will be responsible for enforcement of the Plan. The Office Manager shall keep adequate records for plan verification. The Office Manager shall report to the Board of the District, at meetings of the Board, regarding action taken and which need to be taken under this Plan. Without limiting the foregoing, the District's Office Manager shall advise the President of the Board (or if the President is unavailable to receive notification, another member of the Board) as soon as reasonably practical when particular Trigger Condition has been reached under this Plan and when a particular drought condition no longer exists.

4. Penalties. The following penalties shall apply to anyone violating the terms of this Plan or the Drought Response Measures or Emergency Response Measures adopted pursuant hereto:

(a) First Violation - Any person or entity who violates this Plan shall receive written notification of such violation, which notice shall set forth:

- (i) The date of the violation;
- (ii) The nature of the violation;
- (iii) The Drought Response Measures then in effect; and
- (iv) The penalties applicable for any further violations of this Plan; provided, however, that if such person or entity has ever previously violated this Plan, the penalties set forth in Section (B) below, may, in the discretion of the Board, be imposed.

(b) Subsequent Violations:

- (i) Disconnection for Noncompliance - If any person or entity violates any provision of this Plan more than one (1) time (which violation shall constitute any unauthorized use of the district services and/or facilities), then in addition to any other remedies, penalties, sanctions and enforcement procedures provided for herein, the District shall have the right to terminate water service to such person or entity after notice and any other procedural requirements in the District's Rate Order are satisfied.
- (ii) Monetary Penalties for Noncompliance - If any person or entity violates any provision of this Plan more than one (1) time (which violation shall constitute an unauthorized use of District services and/or facilities), then, in addition to disconnection as provided in subsection (A) of this Section, the Board of the District, after providing required notice, may impose a penalty of up to \$5,000.00 for each violation of this Plan. Each day that a breach of any provision of this Plan continues shall be considered a separate

violation. This penalty shall be in addition to any other legal rights and remedies of the district as may be allowed by law.

5. Remedies Cumulative. All rights, remedies, sanctions, penalties and enforcement procedures provided for in this Rate Order are cumulative. In addition, the District shall have and may exercise and enforce any and all rights and remedies provided by law or in equity.

ARTICLE V

SOLID WASTE

The District may contract with an independent contractor to provide for solid waste and trash collection within the District. If the Board of the District determines that it is in the best interest of the District to contract for solid waste and trash collection, the fee for such service, as established by contract, shall be paid by the District with revenues received from the customer's payment of their water, sewer, and basic services fees.

ARTICLE VI

WATER THEFT

The following schedule of penalties for the theft or unauthorized use of water by a commercial or temporary water user as defined in this Rate Order shall be assessed:

First Offense:	\$1,500 plus the cost of the water taken including any GRP fees as described in Section 3(E) of this Rate Order and attorneys' fees.
Second Offense:	\$2,500 plus the cost of the water taken including any GRP fees as described in Section 3(E) of this Rate Order and attorneys' fees.
Third Offense:	\$5,000 plus the cost of the water taken including any GRP fees as described in Section 3(E) of this Rate Order and attorneys' fees.

Any damages to the District's facilities will be charged to the person responsible based on the cost of the necessary repairs, plus a damage fee of \$50.00.

Any residential theft of water matter shall be referred to the Board and handled on a case-by-case basis.

ARTICLE VII

ENFORCEMENT OF THIS ORDER ESTABLISHING WATER AND SEWER RATES, RULES AND REGULATIONS, AND WATER EMERGENCY PROVISIONS

A. ENFORCEMENT

1. Rules and Regulations shall be recognized by the Courts of the State of Texas as if they were penal ordinances.
2. Pursuant to Section 49.004, Texas Water Code, enforcement of the Rules and Regulations shall be by complaints filed in the appropriate court of jurisdiction in the county in which the principal's office is located.

B. PENALTIES

1. Civil Penalties. In accordance with Texas Water Code Section 49.004, as amended, the Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs that the District has sustained due to the violation up to the jurisdictional limits of the justice court. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court.
2. Any person violating any of the provisions of this Rate Order shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.
3. Termination of Service.

C. NOTICE OF VIOLATION

1. Delinquent Accounts. In the event a Consumer shall fail to pay any water and/or sewer bill prior to delinquency, the District's Office Manager shall deliver notice of such delinquency to the Consumer by door hanger on the premises where service is received. An initial \$15.00 fee shall also be assessed against the delinquent customer. The notice shall contain the following:
 - (a) fact, date and amount of delinquency, including all penalties;
 - (b) the telephone number and address of the District's representative to contact in the event questions arise with respect to the delinquency, or to object to a delinquent bill on account of clerical error or other billing irregularity;

- (c) a statement that the District's Office Manager has the authority to resolve clerical mistakes or other billing irregularity in the water and/or sewer bill; and
 - (d) a statement that failure to pay the delinquent amount will result in termination of service on the date stated, which shall be at least 48 hours after posting said notice.
- 2. The District's Office Manager is not required to make an adjustment in any particular case. Any Consumer objection received and not adjusted by the District's Office Manager to the satisfaction of the Consumer, upon the Consumer's request, will be referred for a hearing before the District's Board. If a hearing is requested, then the service termination will be held in abeyance until further order from the District's Board.
- 3. Other Violations. In the event any person shall violate any of the provisions of this Rate Order, the Board shall notify such person in writing at the address on the District's billing records, if any, by certified mail, return receipt requested, and by regular mail of such violation and the notice shall contain the following:
 - (a) notice of the nature of the violation;
 - (b) notice of the potential penalty for the violation; and
 - (c) date, time and location of the District's next Board meeting at which meeting such Person will be entitled to present all evidence in his possession with respect to the violation.

The notice shall be mailed not later than ten (10) days prior to the meeting.

- 4. Any decision of the District's Board shall be final.

D. NON-WAIVER

The failure, on the part of the District, to enforce any section, clause, sentence or provision of this Rate Order shall not constitute a waiver of the right of the District to later enforce any section, clause, sentence or provision of this Rate Order.

E. VALIDITY

- 1. All provisions of District's orders or regulations in conflict herewith are hereby repealed. The validity of any section, clause, sentence or provision of this Rate Order shall not affect the validity of any other part of this Rate Order, which can be given effect without the invalidated part or parts.
- 2. The District's President is authorized to execute and the District's Secretary to attest this Rate Order on behalf of the District.

Exhibits

- A - Wastewater Discharge Criteria
- B-1 - Non-Developer Application for Water & Sewer Service
- B-2 - Developer Application for Water & Sewer Service
- C - Service Inspection Certificate
- D - Backflow Prevention Assembly Certified Test Report
- E -
- F - Rate Order Fees, Deposits and Penalties
- G - Wastewater Discharge Regulations

EXHIBIT "A"

WASTEWATER DISCHARGE CRITERIA

TYPE OF DEVELOPMENT	CALCULATED VALUE
Bakery	0.225 GPD per sq. ft.
Barber Shop, General	150 GPD per bowl
Barber Shop, Supercuts	77 GPD per bowl
Beauty Shop	150 GPD per bowl
Bowling Alley	200 GPD per lane
Car Repair	0.05 GPD per sq. ft.
Carwash, Tunnel, Self-Serve	2,000 GPD per carwash
Carwash, Tunnel, with Attendants	9,920 GPD per carwash
Carwash, Hand Type, Self-Serve	385 GPD per carwash bay
Church	1 GPD per seat
Club, Tavern, or Lounge	10 GPD per occupant
Convenience Store	0.07 GPD per sq. ft.
Country Club	100 GPD x members, 25 GPD x guests
Day Care Center	10 GPD per occupant
Dormitory	90 GPD per bed
Fire Station	90 GPD per capita
Funeral Home	675 GPD per service
Gas Station, Diamond Shamrock ***	495 GPD per station
Gas Station, Gulf ***	478 GPD per station
Gas Station, Gulf, with Carwash **	2,685 GPD per station
Gas Station, Mobil ***	610 GPD per station
Gas Station, Other, Full Service ***	553 GPD per station
Gas Station, Other, Self Service ***	510 GPD per station
Gas Station, Texaco, Not within 2 Blocks of Freeway ***	440 GPD per station
Gas Station, Texaco, within 2 Blocks of Freeway ***	700 GPD per station
Gas Station, Texaco, with Carwash **	3,210 GPD per station
Grocery Store, 5,000 - 28,999 sq. ft.	0.00 GPD per sq. ft.
Grocery Store, 29,000+ sq. ft.	0.21 GPD per sq. ft. minus 3,773 GPD
Health Club	0.38 GPD per sq. ft.
Homeless Shelter	33 GPD per bed
Hospital	200 GPD per bed
Hotel, Motel ****	78 GPD per room
Hotel, Motel w/Kitchenettes ****	135 GPD per room
Manufacturing	0.05 GPD per sq. ft.

- * = Does not include Carwash
- ** = Includes Convenience Store
- *** = Rooms without Kitchen Facilities
- **** = Does not include Restaurant or Laundry

NOTE: This information is subject to change without notice.

TYPE OF DEVELOPMENT

CALCULATED VALUE

Modeling Studio.....	989 GPD per studio
Nursing Home ***	90 GPD per bed
Office	0.10526 GPD per sq. ft.
Photo Store, One Hour Processing.....	1,000 GPD per store
Post Office, Excluding Dock	0.85 GPD per sq. ft.
Prison	90 GPD per capita
Racquetball Club.....	160.25 GPD per court
Recreational Vehicle Park.....	75 GPD per vehicle
Residence, Apartment with Washer/Dryer	225 GPD per unit
Residence, Apartment without Washer/Dryer	200 GPD per unit
Residence, Condominium	225 GPD per unit
Residence, Duplex	315 GPD per unit
Residence, Single-Family	315 GPD per unit
Residence, Townhouse	315 GPD per unit
Restaurant, Burger King, Air Cooled Machines	0.73 GPD per sq. ft.
Restaurant, Burger King, Water Cooled Machines.....	0.98 GPD per sq. ft.
Restaurant, Full Service, General	35 GPD per seat
Restaurant, Jack in the Box.....	0.90 GPD per sq. ft.
Restaurant, Luther's.....	5,180 GPD per restaurant
Restaurant, Mary Lee's.....	23 GPD per seat
Restaurant, McDonald's	0.58 GPD per sq. ft.
Restaurant, Monterey House.....	13 GPD per seat
Restaurant, Paper Plate, General.....	10 GPD per seat
Restaurant, Paper Plate, No Seating.....	0.07 GPD per sq. ft.
Restaurant, Pizza Inn	12 GPD per seat
Restaurant, Popeye's, Lease Space.....	(0.25 GPD x sq. ft.) + (12 GPD x seating)
Retail	0.07 GPD per sq. ft.
School, High	15 GPD per seat
School, Others Non-Residential.....	10 GPD per seat
School, Residential	100 GPD per capita
Service Center.....	0.05 GPD per sq. ft.
Skating Rink.....	5 GPD per capita
Stadium	3 GPD per seat
Swimming Pool.....	5 GPD per swimmer
Theater, Drive-In.....	5 GPD per space
Theater, Indoor.....	5 GPD per seat
Toilet.....	80 GPD per toilet
Transportation Terminal	5 GPD per passenger
Warehouse.....	0.83 GPD per sq. ft.
Washateria.....	288 GPD per machine

- * = Does not include Carwash
- ** = Includes Convenience Store
- *** = Rooms without Kitchen Facilities
- **** = Does not include Restaurant or Laundry

NOTE: This information is subject to change without notice.

EXHIBIT "B-1"

**SUNBELT FRESH WATER SUPPLY DISTRICT
APPLICATION FOR WATER/SEWER SERVICE**

NAME: _____ DATE: _____
ADDRESS: _____ PHONE: _____
CITY: _____
STATE: _____ ZIP: _____

SIGNATURE: _____

(PRINT NAME)

SITE DESCRIPTION

LOT/RESERVE: _____ BLOCK: _____
SUBDIVISION: _____
TRACT: _____ SURVEY: _____ ABSTRACT: _____
STREET ADDRESS OF PROJECT: _____
TRACT SIZE: _____ ACRES: _____ SQUARE FEET: _____

(THREE SETS OF SITE PLANS, WHICH MUST INCLUDE UTILITY LAYOUT, MUST BE SUBMITTED)

EXISTING DEVELOPMENT

PLEASE CHECK IF NOTHING EXISTS ON THIS SITE: _____

STREET ADDRESS OF PROJECT: _____

TYPE OF DEVELOPMENT (i.e. OFFICE, RETAIL, WAREHOUSE, M.G.): _____

SQUARE FOOTAGE OF EACH TYPE OF DEVELOPMENT: _____

HIGH VOLUME WATER USER INFORMATION*: _____

NAME OF EXISTING DEVELOPMENT: _____

NUMBER OF UNITS IF APARTMENT OR TOWNHOUSES: _____

PROPOSED DEVELOPMENT

TYPE OF DEVELOPMENT (i.e., OFFICE, RETAIL, WAREHOUSE, MFG. APARTMENT OR TOWNHOUSE): _____

SQUARE FOOTAGE OF EACH DEVELOPMENT: _____

NUMBER OF UNITS: _____

* High volume water user information must include such information as number of shampoo bowls in a beauty shop; number of seats in a restaurant and whether or not it is full service or paper plate service; number of washing machines in a washateria; number of seats in a lounge; and occupancy of a day care center.

EXHIBIT "B-2"
SUNBELT FRESH WATER SUPPLY DISTRICT
APPLICATION FOR SANITARY SEWER SERVICE
(Please print or type)

(Name of Applicant) (Lot) (Block) (Section or Tract No)

(Street Address) (City) (State) (Zip) (Phone)

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

Type of pipe material to be used: PVC _____, ABS _____, VC _____, CI _____

Date: _____ Requested by: _____
(Signature of Master Plumber) (License No.)

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

FOR DISTRICT USE ONLY

Site Area: _____ Acres: _____ Square Feet _____

Use: _____

Tap Fee Collected: _____ Date Application Received: _____

Date Construction Authorized: _____

CONNECTION INFORMATION:

WYE Location: _____

Stack Location: _____

Manhole Location: _____

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

Date Permit Granted: _____ Approved _____
(District Representative)

EXHIBIT "C"

SERVICE INSPECTION CERTIFICATION

Name of PWS _____
PWS I.D. # _____
Location of Service _____

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

	Compliance	Non-Compliance
(1) No direct 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 State plumbing 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-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.	<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 0.25% lead exists in private water distribution facilities installed on or after January 31, 2014	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(6) No plumbing fixture is installed which is not in compliance with a State approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the 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"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "D"

BACKFLOW PREVENTION ASSEMBLY CERTIFIED TEST REPORT*

NAME OF PROPERTY: _____
 PROPERTY ADDRESS: _____
 CITY: _____, STATE: _____, ZIP: _____, KEY MAP: _____, PHONE NO.: _____
 MAILING ADDRESS: _____ CONTACT PERSON: _____
 ATTN: _____

THIS BACKFLOW PREVENTION ASSEMBLY DETAIL SHEET IS TO BE FILLED AND MAINTAINED AS REQUIRED BY TNRCC Chapter 200, RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, CITY'S UNIFORM PLUMBING CODE, AND IS REQUIRED TO COMPLY WITH THE REQUIREMENTS.

TYPE OF ASSEMBLY

- ☐ REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPP) ☐ REDUCED PRESSURE PRINCIPLE DETECTOR (RPPD) ☐ PRESSURE VACUUM BREAKER (PVB) ☐ SPILL RESISTANT PRESSURE VACUUM BREAKER (SRVB)
☐ DOUBLE CHECK VALVE (DCV) ☐ DOUBLE CHECK VALVE-DETECTOR (DCVD)

MANUFACTURER: _____ MODEL: _____ SIZE: _____ SERIAL NUMBER: _____

LOCATED AT: _____ DATE INSTALLED: _____

Is the assembly installed in accordance with manufacturer recommendations and/or Plumbing Code? _____

This backflow assembly is used to protect from cross connection of backflow with _____

	REDUCED PRESSURE PRINCIPLE ASSEMBLY				PRESSURE VACUUM BREAKER & SRVB	
	DOUBLE CHECK VALVE ASSEMBLY		RELIEF VALVE	AIR INLET	CHECK VALVE	
	CHECK VALVE #1	CHECK VALVE #2				
<input type="checkbox"/> Pass INITIAL TEST <input type="checkbox"/> Fail	D.C. CLOSED TIGHT RP _____ PSID	<input type="checkbox"/> CLOSED TIGHT PSID _____	<input type="checkbox"/> OPENED AT PSID _____	<input type="checkbox"/> OPENED AT PSID _____	<input type="checkbox"/> HELD AT PSID _____	
REPAIR	<input type="checkbox"/> LEAKED	<input type="checkbox"/> LEAKED	<input type="checkbox"/> DID NOT OPEN	<input type="checkbox"/> DID NOT OPEN	<input type="checkbox"/> LEAKED	
<input type="checkbox"/> Pass INITIAL TEST <input type="checkbox"/> Fail	D.C. CLOSED TIGHT RP _____ PSID	<input type="checkbox"/> CLOSED TIGHT PSID _____	<input type="checkbox"/> OPENED AT PSID _____	<input type="checkbox"/> OPENED AT PSID _____	<input type="checkbox"/> HELD AT PSID _____	

TEST GAGE USED: MAKE/MODEL: _____ S/N: _____ CALIBRATION DATE: _____ (Check monthly)

REMARKS: _____

THE ABOVE IS CERTIFIED TO BE TRUE, (The test results reflect the accuracy of the assembly of testing gage only).

CITY FIRM NAME: **MUNICIPAL OPERATIONS & CONSULTING**

FIRM ADDRESS: **312 Spring Hill Drive #100**

Spring, TX 77386

FIRM PHONE #: **(281) 367-5511**

CERTIFIED TESTER: _____

CERTIFIED TESTER NO.: _____

WJC - RAGEL: _____

TEST DATE: _____

* TEST REPORTS MUST BE KEPT FOR AT LEAST THREE YEARS.

TESTING IS REQUIRED UPON INSTALLATION, REPAIR, OR RELOCATION AND ANNUALLY THEREAFTER.
 ** THE ONLY MANUFACTURERS' REPLACEMENT PARTS.

EXHIBIT "F"

RATE ORDER FEES, DEPOSITS AND PENALTIES

TCEQ Regulatory Assessment Fee	0.5% of monthly Water & Sewer Bill
Late Charge Fee	10% of outstanding balance/or \$ 3.00
Returned Check Fee	\$40.00
Reconnect Fee (Meter locked due to non-payment)	\$50.00
Disconnect Fee	\$50.00
Disconnect Fee (Mary Eleanor/Mary Francis Customers (ME/MF)	\$60.00
Meter Removal Fee (for non-payment)	\$50.00 plus actual out-of-pocket costs
Obstructed Meter Fee	\$50 plus door-tag fee
Broken Meter Lock Fee (tampering)	\$100.00 plus other applicable fees
Meter Replacement Fee (due to damage by customer)	\$100.00 plus other applicable fees
Fee for Unauthorized Usage of Water/Theft of Water (Comm./Temp.)	First Offense: \$1,500 Second Offense: \$2,500 Third Offense: \$5,000 plus applicable GRP and attorneys fees \$2,000.00 plus cost of sewer at 10 times the normal rate
Fee for Unauthorized Usage of Sewer System	
Violation of any Section of this Order Shall be Subject to a Penalty for Each Breach of up to Legal Fees for Violations Including, But Not Limited to: Payment, Damage or Unauthorized Usage	\$5,000.00 plus other applicable fees Actual cost plus 10%, in addition to any other applicable fees
	In-District Out-of-District
Application Fee (Residential)	\$ 50.00 N/A
Application Fee (ME/MF Customers)	\$ 25.00
Application Fee (Commercial)	\$ 100.00 N/A
Account Transfer Fee (Residential)	\$ 20.00 \$ 30.00
Account Transfer Fee (Commercial)	\$ 30.00 \$ 40.00
Customer Request For Disconnect	\$ 20.00 \$ 20.00
Customer Request For Reconnect	\$ 20.00 \$ 20.00
Door Tag	\$ 15.00 N/A
Backflow Prevention Assemblies Testing (above ground & 2-inch or less)	\$ 85.00 \$ 135.00
Backflow Prevention Assemblies Testing (greater than 2-inch)	Cost, plus 10%
Annual Registration Backflow Assembly Tester	\$ 50.00 \$ 50.00
Backflow Protection Inspection Fee (residential)	\$ 50.00 \$ 50.00
Backflow Protection Inspection Fee (non-residential)	\$ 50.00 \$ 50.00
Pre-facility Inspection (Pre-Builder's)	\$ 60.00 \$ 85.00
Facility Inspection (Post-Builder's)	\$ 60.00 \$ 60.00
Residential Plumbing Inspection Fee (Customer Service Inspection)	\$ 150.00 \$ 250.00
Commercial Plumbing Inspection Fee (Customer Service Inspection)	\$ 150.00 \$ 200.00
Re-Inspection Plumbing	\$ 50.00 \$ 50.00
Water Tap Fee (All Taps up to and including 3/4" meter)	\$1275.00 \$1275.00
Water Tap Fee (Commercial Water Taps larger than 3/4")	By separate order or agreement/not to exceed three (3) times actual cost Per the Rate Order for NHH Per the Rate Order for ME/MF \$ 115.00 \$ 115.00 By separate order or agreement/not to exceed three (3) times actual cost \$ 110.00 \$ 135.00 \$ 50.00 \$ 75.00 \$ 125.00 \$ 150.00 Actual cost plus 20% \$3,000.00 \$6,000.00
North Houston Heights (NHH) Water and Sewer Connection Fee	
ME/MF Water and Sewer Connection Fee	
Sewer Tap Inspection Fee (Residential)	
Sewer Tap Inspection Fee (Commercial)	
Grease Trap Inspection Fee (Beginning 1/1/2000)	
Grease Trap Re-Inspection Fee (Beginning 10/15/2009)	
Swimming Pool Inspection Fee	
Locating and Staking Fee	
Utility Commitment Application Deposit	
Change in Use Deposit (Utility Commitment)	
Re-establish Original Application Deposit Up to:	
All Renters	\$1,000.00 \$2,000.00 \$ 250.00 \$ 250.00

All Renters (ME/MF Customers)	\$ 125.00	
Security Deposit (Resident Homeowners) (Utility Letter of Credit)	\$ 100.00	\$ 100.00
Security Deposit (Resident Homeowners ME/MF Residents) (Utility Letter of Credit)	\$ 50.00	
Security Deposit (Resident Homeowners) (No Utility Letter of)	\$ 200.00	\$ 200.00
Security Deposit (Resident Homeowners ME/MF Residents) (No Utility Letter of Credit)	\$ 100.00	
Utility Letter of Credit Review	\$ 20.00	\$ 20.00
After cut-off deposit amounts are an additional one time deposit:		
Security Deposit (Resident Homeowners, after cut-off)	\$ 160.00	\$ 160.00
Security Deposit (Resident Homeowners, after cut-off, ME/MF Residents)	\$ 80.00	
Security Deposit (Renters, after cut-off)	\$ 50.00	\$ 50.00
Security Deposit (Renters, after cut-off ME/MF Residents)	\$ 50.00	
Security Deposit (Commercial/Multi-Family)	Two (2) times estimated monthly usage	
Security Deposits Fire Hydrant Meter	\$1700.00	\$1700.00

RATE ORDER FEES, DEPOSITS AND PENALTIES

If usage study data is not provided, then the below scale will be used until an average is established.

	<u>Deposit</u>	<u>Meter Size</u>
Commercial	\$ 150	½"
Commercial	\$ 200	¾ - 5/8"
Commercial	\$ 300	1"
Commercial	\$ 450	1½"
Commercial	\$ 600	2"
Commercial	\$ 900	3"
Commercial	\$ 10,000	4"
Commercial	\$ 13,000	6"
Commercial	\$ 15,500	8"
Commercial	\$ 17,000	10"

Commercial deposits, as stated in the order, are two (2) times the estimated monthly usage. Usage will be reviewed after the first 90 days of service in order to determine whether you deposit requires adjustment to reflect the appropriate amount of usage.

Commercial TAP Fee is by separate agreement, not to exceed three (3) times actual cost,

EXHIBIT "G"
WASTEWATER DISCHARGE REGULATIONS

SECTION A. PURPOSE

(1) This Order sets forth uniform requirements for Indirect Contributors into the Wastewater Facilities of the District and enables the District to comply with all applicable State and federal laws required by the Clean Water Act of 1977 as amended, and the General Pretreatment Regulations (40 CFR, §403).

(2) The objectives of this Order are:

- (a) To prevent the introduction of Pollutants into the District's Wastewater Facilities which will interfere with the operation of the facilities or contaminate the resulting sludge;
- (b) To prevent the introduction of Pollutants into the District's Wastewater Facilities which will pass through the facilities, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the facilities;
- (c) To provide for equitable distribution of the cost of the District's Wastewater Facilities; and
- (d) To protect both Wastewater Facilities personnel who may be affected by wastewater and sludge in the course of their employment and the general public.

(3) This Order provides for the regulation of Indirect Contributors to the District's Wastewater Facilities through the issuance of permits to certain non-domestic Users and the enforcement of general requirements, authorizes monitoring and enforcement activities, requires User reporting, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(4) This Order shall apply to all Users of the District's Wastewater Facilities, whether such Users are located within or outside the boundaries of the District. Except as otherwise provided herein, the Board shall administer, implement and enforce the provisions of this Order.

SECTION B. DEFINITIONS

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Order, shall have the meanings hereinafter designated:

- (1) Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended by the Clean Water Act, 33 U.S.C. 1251, et. seq.
- (2) Amenable to Treatment. Susceptible to reduction in concentration by Treatment routinely provided in the District's Wastewater Treatment Plant, to a level which

is in compliance with federal and State effluent limitations for discharge into Waters of the State.

- (3) Biochemical Oxygen Demand (BOD5). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees Centigrade (20°C) expressed in terms of weight and concentration (milligrams per liter (mg/l)).
- (4) Board. The Board of Supervisors of SUNBELT FRESH WATER SUPPLY DISTRICT.
- (5) Building Sewer. A privately owned sanitary sewer line conveying Wastewater from the premises of a User to the Wastewater Facilities.
- (6) Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (7) CFR. The Code of Federal Regulations, containing a codification of documents of general applicability and future effect, published by the office of the Federal Register, National Archives and Records Administration, as a Special Edition of the Federal Register.
- (8) Chemical Oxygen Demand (COD). A measure of the oxygen consuming capacity of inorganic and organic matter present in water or Wastewater as determined by oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with Biochemical Oxygen Demand.
- (9) Control Manhole or Sample Well. A manhole or sample well which provides access to a Building Sewer for purposes of inspection and sample collection and is located at some point before the Building Sewer discharge mixes with other discharges in the public sewer.
- (10) Cooling Water. The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only Pollutant added is heat.
- (11) Daily Composite. Daily composite shall mean the composite of all samples of a user's wastewater that may be taken in any 24-hour period selected by the District. A daily composite shall be determined from not less than three (3) grab samples or such higher number of samples as may be required by the District taken over equal time intervals, and may or may not be flow weighted at the option of the District.
- (12) Discharge Permit. The Texas Pollutant Discharge Elimination System permit issued by the Texas Commission on Environmental Quality to the District.

- (13) District. SUNBELT FRESH WATER SUPPLY DISTRICT.
- (14) District Operator. Municipal Operations & Consulting, Inc., 312 Spring Hill Drive, Suite #100, Spring, Texas 77386 (281) 367 5511 or such other company or Person as may from time to time be duly appointed by the District.
- (15) Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency or be used to refer to the Texas Commission on Environmental Quality in those instances where the duties and/or authority of the EPA have been transferred to the Texas Commission on Environmental Quality.
- (16) Floatable Grease. Grease, oil or fat in a physical state such that it will separate or stratify by gravity in water.
- (17) Garbage. Animal and vegetable wastes and residue from the preparation, cooking, and dispensing of food; and from the handling, processing, storage, and sale of food products and produce.
- (18) Grab Sample. An individual sample collected in less than 15 minutes.
- (19) Grease. Fatty acids, soaps, fats, waxes, petroleum products, oil, and any material which is extractable by hexane or freon solvent from an acidified sample and which is not volatilized during evaporation of the solvent.
- (20) Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.
- (21) Indirect Contributor. A Person who discharges or introduces non-domestic Pollutants from any source regulated under Section 307 (b) or (c) of the Act (33 U.S.C. 1317) into the District's Wastewater Facilities.
- (22) Non-Domestic User. A Person who discharges Non-Domestic Waste, provided that schools, churches and day care centers shall not be considered to be Non-Domestic Users for purposes of this Order.
- (23) Non-Domestic Waste. The water-borne solids, liquids, and/or gaseous wastes (including Cooling Water), excluding Normal Domestic Sewage, resulting from any industrial, manufacturing, trade, business, commercial, or food processing operation or process, or from the development of any natural resource, or any mixture of such solids, liquids or wastes with water or domestic sewage, or any other wastes defined as Industrial Waste under the Act.

- (24) Non-Domestic Waste Charge. The additional charge made on those Non-Domestic Users that discharge into the Sanitary Sewer Non-Domestic Wastes which are Amenable to Treatment but which exceed the concentration levels of Normal Domestic Sewage.
- (25) Interference. The inhibition or disruption of the Wastewater Facilities Treatment processes or operations which causes, or contributes to causing, a violation of any requirement of the Discharge Permit.
- (26) May. The term "may", when used herein, is permissible.
- (27) MGD. Million gallons per day.
- (28) Milligrams Per Liter (mg/l). A weight-to-volume ratio; the milligram-per-liter value multiplied by the factor 8.34 (pounds per gallon water) is equivalent to pounds of constituent per million gallons of water. It is the same as parts per million (ppm) for normal Wastewater.
- (29) Monthly Average. Monthly average with respect to any discharge limitation shall mean at the option of the District either: (i) the arithmetic average of all grab samples of a user's wastewater taken during a calendar month, or (ii) the arithmetic average of all daily composite samples of a user's wastewater calculated during a calendar month.
- (30) National Categorical Pretreatment Standard or Pretreatment Standard or Federal Categorical Pretreatment Standard. Any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of Non-Domestic Users.
- (31) Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- (32) Normal Domestic Sewage. A combination of the water-carried wastes, exclusive of ground, surface and Storm Waters and Non-Domestic Wastes, normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions in which the average concentration of five-day BOD and Total Suspended Solids does not exceed 200 mg/l nor does the average concentration of Ammonia-Nitrogen exceed 25 mg/l.
- (33) Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns.
- (34) pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

- (35) Pollutant. Any dredged spoil, solid waste, incinerator residue, sewage, Garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.
- (36) Pretreatment or Treatment. The reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into the Wastewater Facilities.
- (37) Sanitary Sewer. A public sewer which carries domestic Wastewater and/or Non-Domestic Wastes, and to which storm, surface, and groundwater are not intentionally admitted.
- (38) Shall. The term "shall", when used herein, is mandatory.
- (39) Significant Non-Domestic User. Any industry which discharges to the District's Wastewater Facilities that:
- (a) Is subject to categorical standards; or
 - (b) Discharges a nondomestic wastestream of 25,000 gallons per day (0.025 MGD) or more; or
 - (c) Contributes a nondomestic wastestream which makes up five percent (5%) or more of the current average dry weather hydraulic or organic loading of the Wastewater Facilities; or
 - (d) Has a reasonable potential, in the opinion of the Board, to adversely affect the District's Wastewater Facilities whether by inhibition, pass-through of Pollutants, sludge contamination, or endangerment of personnel of the Wastewater Facilities or any other means.
- (40) Six (6) Hour Composite Sample. A sample prepared from six (6) Grab Samples collected no closer together than one (1) hour per sample during hours in which a process wastewater is discharged.
- (41) Sludge Discharge. Any discharge of a non-routine, episodic nature including, but not limited to, an accidental spill, a non-customary batch discharge, a discharge at a flow rate or concentration greater than four times the normal monthly average flow rate or concentration for the facility, or a discharge which could otherwise cause a violation of the prohibited discharge standards in Section C of this Order.
- (42) Standard Methods. The laboratory procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater", as prepared, approved, and published jointly by the American

Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

- (43) State. State of Texas.
- (44) Storm Sewer. A public sewer that carries Storm Water, but excludes sewage and polluted Non-Domestic Waste.
- (45) Storm Water. Runoff from rainfall or any other form of precipitation.
- (46) Texas Commission on Environmental Quality. The Texas Commission on Environmental Quality or any successor agency to its powers and duties.
- (47) Texas Open Records Act. The Texas Open Records Act, also known as the Texas Public Information Act is set forth in Chapter 552 of the Texas Government Code.
- (48) Total Suspended Solids (TSS). The total solid matter that floats on the surface of, is suspended in, or settles in water, Wastewater or other liquids, and which is removable by laboratory filtering.
- (49) Trap. A device designed to skim, settle, or otherwise remove Grease, oil, sand, flammable wastes or other harmful substances.
- (50) User. Any Person who, whether as of the date hereof or hereafter, has a Building Sewer connected to the District's sewer, or contributes, causes or permits the contribution of Wastewater into the District's Wastewater Facilities, including those who discharge Holding Tank Waste into the facilities.
- (51) Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and Storm Water that may be present, whether treated or untreated, which is contributed or discharged into or permitted to enter the Wastewater Facilities.
- (52) Wastewater Facilities. All facilities of the District for collecting, pumping, treating, and disposing of sewage, sludges and residues.
- (53) Wastewater Treatment Plant. Any District-owned facilities, devices, and structures used for receiving, processing, and treating Wastewater, Non-Domestic Waste, and sludges from the Sanitary Sewers.
- (54) Waters of the State. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

SECTION C. PROHIBITED DISCHARGES

No User shall contribute or cause to be contributed, directly or indirectly, any Pollutant or Wastewater which will interfere with the operation or performance of the District's Wastewater Facilities. No User shall contribute any of the following substances to any Sanitary Sewer:

- (1) Any inflows or infiltration, including but not limited to, Storm Water, groundwater, roof runoff, sub-surface drainage, Noncontact Cooling Water, or from sources such as downspouts, yard drains, yard fountains or ponds, or lawn sprinklers.
- (2) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, likely to cause fire or explosion or be injurious in any other way to the Wastewater Facilities or to the operation of the Wastewater Facilities. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naptha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances in concentrations which the District, the State or EPA has notified, or hereafter notifies, the User is a fire hazard or a hazard to the system.
- (3) Solid or viscous substances which may cause obstruction to the flow in a sewer or other Interference with the operation of the Wastewater Treatment Plant including, but not limited to, Garbage containing particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grindings or polishing wastes. The District is entitled to review and approve the installation and operation of any Garbage grinder equipped with a three-fourth (3/4) horsepower or larger motor.
- (4) Any Wastewater having a pH less than 5.0 or higher than 10.0, as determined from a grab sample taken in less than 15 minutes and measured instantaneously, or Wastewater having any other corrosive property capable of causing damage or hazard to pipes, structures, equipment, and/or personnel of the Wastewater Facilities.
- (5) Any Wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any Wastewater treatment process, which constitute a hazard to humans or animals, which create a toxic effect in the receiving waters of the Wastewater Facilities, or which exceed the limitation set forth in a National Categorical Pretreatment Standard. A toxic

Pollutant shall include, but not be limited to, any Pollutant defined or identified pursuant to Section 307(a) of the Act.

- (6) Any Wastewater having a temperature which will inhibit biological activity in the Wastewater Treatment Plant or result in the Interference with the operations of such facility, but in no case Wastewater with a temperature at the designated Control Manhole which exceeds 65°C (150°F) or which causes the temperature of waste at the entrance to the Wastewater Treatment Plant to exceed 40°C (104°F). In addition, no Wastewater with such a temperature that will cause the temperature of Wastewater at the entrance to the Wastewater Treatment Plant to rise more than 10°F per hour.
- (7) Any Pollutants, including oxygen demanding Pollutants (BOD5, etc.) released at a flow rate and/or Pollutant concentration which will cause Interference to the Wastewater Facilities. No sludge discharges.
- (8) A volume of flow which will cause Interference or which exits the Wastewater Treatment Plant into Waters of the State in quantities or concentrations which causes or contributes to causing a violation of any requirement of the Discharge Permit. The design and installation of surge basins shall be subject to the review and approval of the District and to the requirements of all applicable laws.
- (9) Radioactive materials or isotopes of such half-life or concentrations which will permit a transient concentration higher than the maximum allowable as specified by the governing standards of all local, State and federal regulatory agencies.
- (10) Any of the following hazardous metals in concentrations (in terms of milligrams per liter) greater than those listed below:

NOT TO EXCEED (mg/l)

Pollutant	Monthly	Daily
	<u>Average</u>	<u>Maximum</u>
Arsenic	0.15	0.30
Cadmium	0.12	0.24
Chromium	5.00	10.00
Copper	3.00	6.00
Cyanide	0.80	1.60
Lead	1.40	2.80
Mercury	0.016	0.032
Molybdenum	0.17	0.34
Nickel	0.60	1.20
Selenium	0.17	0.34
Silver	0.75	1.50
Zinc	1.70	3.40

- (11) Chlorides greater than 250 mg/l.

- (12) Dissolved sulfides greater than 10 mg/l.
- (13) Sulfates in concentrations which are not Amenable to Treatment.
- (14) BOD5 or Total Suspended Solids in excess of 1000 mg/l or ammonia in excess of 125 mg/l unless a variance is first obtained from the District. BOD5 or Total Suspended Solids in concentrations between 200 mg/l and 1000 mg/l and ammonia in a concentration between 25 mg/l and 125 mg/l shall be subject to payment of Non-Domestic Waste Charges pursuant to Section E herein.
- (15) Total dissolved solids greater than 850 mg/l including, but not limited to:
 - (a) sodium chloride
 - (b) sodium sulfate
- (16) Inert (nonvolatile) suspended solids greater than 250 mg/l including, but not limited to:
 - (a) Fuller's earth
 - (b) lime slurries
 - (c) lime residues
- (17) Any Wastewater containing any fats, wax, Grease, or oils, whether emulsified or not, in excess of 200 mg/l or containing substances which may solidify or become viscous between 32°F and 150°F. These prohibitions include, but are not limited to:
 - (a) Floatable Grease of any origin;
 - (b) free or emulsified Grease of petroleum or mineral origin, or both, including, but not limited to:
 - (1) cooling or quenching oil;
 - (2) lubrication oil;
 - (3) cutting oil; or
 - (4) non-saponifiable oil.
- (18) Substances having a chlorine demand in excess of ten (10) mg/l.
- (19) Substances having a COD demand in excess of 1000 mg/l.
- (20) Fluoride other than that contained in the public water supply, if any.
- (21) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance, hazard to life or the environment, or are sufficient to prevent entry into the sewers for maintenance and repair.

- (22) Any Wastewater with objectionable color not removed in the Treatment process and which may interfere with laboratory analysis including, but not limited to, dye wastes, vegetable tanning solutions, and coffee processing wastes.
- (23) Any substance which might cause the Wastewater Facilities' effluent or any other product of the Wastewater Facilities such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or which might interfere with the reclamation process.
- (24) In no case shall a substance discharged to the Wastewater Facilities cause the Wastewater Facilities to be non-compliant with federal or State sludge use or disposal criteria, guidelines or regulations.
- (25) Any substance which will cause the Wastewater Facilities to violate its Discharge Permit or the receiving water quality standards.
- (26) Any Wastewater which is a hazard to human life or the environment or which creates a public nuisance.
- (27) Trucked or hauled pollutants, except for septic tank waste, recreational vehicle waste, and commercial bus waste at discharge points designated by the District.
- (28) Medical waste, except as specifically authorized by the District in a wastewater discharge permit.
- (29) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
- (30) Detergents, surface-active agents, or other substances which may cause excessive foaming in the Wastewater Facilities.
- (31) Hazardous wastes or any substances that, if otherwise disposed, would be hazardous waste under 40 CFR Part 261.

When the District determines that a User is contributing any prohibited discharge into the District's Wastewater Facilities in such amounts as to interfere with the operation of the Wastewater Facilities, the District shall: 1) advise the User of the impact of the contribution on the Wastewater Facilities; and 2) develop effluent limitation(s) for such User to correct the Interference with the Wastewater Facilities.

SECTION D. FEDERAL CATEGORICAL PRETREATMENT STANDARDS; INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT

Upon the promulgation of Federal Categorical Pretreatment Standards for a particular industrial subcategory, such Federal Standards, if more stringent than limitations imposed under this Order for sources in that subcategory, shall immediately supersede the limitations imposed under this Order. The District shall notify all affected Users of the applicable reporting requirements under 40 CFR §403.12 and a revised Wastewater discharge permit shall be required

of each affected User by the District. The District shall have the authority to amend such permit whenever required by federal, State or local regulatory agencies. A permit issued pursuant to this Order shall be issued by the District's Engineer and will be valid for a period of five (5) years. A permit fee of one thousand dollars (\$1,000.00) shall be paid to the District in equal installments of two hundred dollars (\$200.00) each, with the first of such payments being due and payable on the date of issuance of such permit and continuing thereafter on the same date in each successive year until paid in full.

After the period of time has lapsed for affected Users to obtain a Non-Domestic User Wastewater discharge permit as set forth in this section, it shall thereafter be unlawful for such affected Users to discharge without such permit into any of the District's Wastewater Facilities. All existing affected Non-Domestic Users connected to or contributing to the District's Wastewater Facilities shall obtain a Non-Domestic User Wastewater discharge permit within 60 days after the effective date of this Order.

Non-Domestic Users required to obtain a Non-Domestic User Wastewater discharge permit shall complete and file with the District an application in the form prescribed by the District. Existing affected Users shall apply for such permit within 30 days after the effective date of this Order. Proposed new Non-Domestic Users shall apply at least 90 days prior to connecting to or contributing to the District's Wastewater Facilities. In support of the application, the affected User shall submit, in units and terms appropriate for evaluation, the following information:

1. Name, address, and location of User's facility (if different from the address);
2. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
3. Wastewater constituents and characteristics including, but not limited to, those mentioned in Section C of this Order as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;
4. Time and duration of contribution;
5. Average daily and thirty (30) minute peak Wastewater flow rates, including daily, monthly and seasonal variations, if any;
6. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
7. Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
8. Where known, the nature and concentration of any Pollutants in the discharge which are limited by any District, City, State, or Federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment standards are being met

on a consistent basis and if not, whether additional Operation and Maintenance (O&M) and/or additional Pretreatment is required for the User to meet applicable Pretreatment Standards;

9. If additional Pretreatment and/or O&M will be required to meet the Pretreatment Standards; the shortest schedule by which the User will provide such additional Pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard:

The following conditions shall apply to this schedule:

- (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
 - (b) No increment referred to in subparagraph (a) shall exceed nine (9) months.
 - (c) Not later than 14 days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the District including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the District.
10. Each product produced by type, amount, process or processes and rate of production;
 11. Type and amount of raw materials processed (average and maximum per day);
 12. Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of Pretreatment system;
 13. Any other information as may be deemed by the District to be necessary to evaluate the permit application.

The District will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the District may issue a Non-Domestic User Wastewater discharge permit subject to such terms and conditions as the District deems reasonable and necessary. A permit issued to any person identified as a significant industrial user shall contain at minimum the following: a statement of duration (in no case more than five (5) years); a statement of non-transferability without prior notification to the District and provision of a copy of the existing permit to the new owner or operator; effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law; self-monitoring, sampling, reporting, notification and record

keeping requirements; and a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements as well as any applicable compliance schedule.

SECTION E. INDUSTRIAL WASTE CHARGE

In addition to the permit fee set forth above and the Wastewater service charges made by the District, all customers of the District that discharge Non-Domestic Waste into the Sanitary Sewer collection systems or into the District's Wastewater Facilities shall pay the Non-Domestic Waste Charges provided for herein. If the District determines that the volume or the character of Non-Domestic Waste to be treated by the District's Wastewater Facilities will not cause overloading of the Wastewater Facilities, the Person responsible for the discharge of Non-Domestic Waste shall nevertheless pay equitable Industrial Waste Charge sufficient to provide payment for the amortization of all capital expenses for the collection and treatment of Non-Domestic Waste (excluding new capital expenses and a proportionate share of the value of the existing Wastewater Facilities used in handling and treating the Non-Domestic Waste, but taking into account amortization costs resulting from annual tax payments) and operation and maintenance costs including salaries and wages, power costs, cost of chemicals and supplies, allowances for maintenance, depreciation, overhead and administrative and general expense. For such purposes, amortization shall be considered to be completed in a 15-year period.

(1) The Non-Domestic Waste Charge shall be calculated by the following formula:

$$C = \frac{Q/1,000,000 * (b * (B.O.D. - 200) + n * (N-25) + s * (S - 200) + g * (G - 100))}{8.34}$$

Formula values are:

C = Non-Domestic Waste Charge (in dollars)

Q = Billable quantity (based on water billed or actual measurement of Wastewater discharged) of Wastewater in thousands of gallons.

b = unit cost of treatment chargeable to B.O.D., \$/lb.

n = unit cost of treatment chargeable to ammonia, \$/lb.

s = unit cost of treatment (including sludge treatment) chargeable to suspended solids, \$/lb.

g = unit cost of disposal chargeable to grease, \$/lb.

B.O.D. = concentration of B.O.D. in discharge from industrial user in mg/l, but not less than 200 mg/l.

N = concentration of NH₃-N in discharge from industrial user in mg/l, but not less than 25 mg/l.

S = concentration of TSS in discharge from industrial user in mg/l, but not less than 200 mg/l.

G = concentration of Oil & Grease in discharge from industrial user in mg/l, but not less than 100 mg/l.

Until revised or amended by the District, the initial coefficients of charge for use in the foregoing formula shall be: $b = \$0.45/\text{lb.}$; $n = \$2.34/\text{lb.}$; $s = \$0.48/\text{lb.}$; and $g = \$0.11/\text{lb.}$

(2) Those industries defined herein as dry industries, or industries producing waste containing B.O.D. of less than 200 mg/l and suspended solids of less than 200 mg/l will pay a sewer service charge at the uniform rate as set forth in the District's Rate Order as same may be amended from time to time.

(3) When either BOD is equal to or exceeds 200 mg/l, ammonia is equal to or exceeds 25 mg/l, or suspended solids is equal to or exceeds 200 mg/l or both in a delivered waste, the formula provided in subsection (1) above shall be used to determine the Non-Domestic Waste Charges. The amount of BOD to be used in the formula shall equal to the actual amount or 200 mg/l, whichever is greater. The amount of ammonia to be used in the formula shall equal the actual amount of ammonia or 25 mg/l, whichever is greater. The amount of suspended solids to be used in the formula shall equal the actual amount or 200 mg/l, whichever is greater.

(4) When an industry produces both domestic and processed waste with one connection to the sewer system, the waste so delivered shall be considered as Non-Domestic Waste with the rate being the uniform rate as set forth in the District's Rate Order as same may be amended from time to time, or calculated by the Non-Domestic Waste Charge computations, in compliance with the above, based on the combined volume, BOD, and suspended solids content, all as determined by the District.

(5) A permittee may reduce its Non-Domestic Waste Charge rate by greater removal in Pretreatment or plant operation procedure. Once the Pretreatment or plant procedure is established, the permittee must obtain a lower rate consent from the District to reduce the permittee's Non-Domestic Waste Charge rate. However, charges for a higher Non-Domestic Waste Charge rate based on tests by the District may be made without other notice to the permittee.

(6) The District shall review and, if appropriate, adjust the Non-Domestic Waste Charge at least annually to reflect changes in the characteristics of the Non-Domestic Waste based upon the results of sampling and testing. The District shall also review at least annually the basis for determining Non-Domestic Waste Charge and shall adjust the unit Treatment costs in the above formula to reflect increases or decreases in the waste treatment costs based upon the previous year's experience. Increases in Non-Domestic Waste Charge shall be retroactive for two (2) billing periods and shall continue for two (2) billing periods unless subsequent tests determine that the charge should be further increased. The District shall bill its customers in a manner which will show Non-Domestic Waste Charge as a separate item from Wastewater service charges.

SECTION F. SPILL PREVENTION PLANS

(1) Each Non-Domestic User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Order. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or User's sole cost and expense. Detailed plans showing facilities and operation procedures to provide such protection shall be submitted by the User to the District for review, and such User must obtain District approval before construction of the facility. No Non-Domestic User who commences contribution to the District's Wastewater Facilities after the effective date of this Order shall be permitted to introduce Pollutants into the system until accidental discharge procedures have been approved by the District. Review and approval of such plans and operating procedures shall not relieve the User from the responsibility to modify the User's facility as necessary to meet the requirements of this Order and any amendments hereto. In the case of an accidental discharge, it is the responsibility of the User to telephone and notify the District Operator of the incident within one hour of becoming aware of the incident and provide the following information: location of discharge, type of waste, concentration and volume, and corrective actions.

(2) Within five (5) days following an accidental discharge, the User shall submit to the District a detailed written report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the District's Wastewater Facilities, fish kills, or any other damage to Persons or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Order or other applicable law.

(3) A notice shall be permanently posted by the User on the User's bulletin board or other prominent place advising employees to telephone and notify the District Operator in the event of a dangerous discharge. It shall be the responsibility of such User to notify all its employees who may cause or suffer such a discharge to occur of such emergency notification procedure.

(4) Any related costs, including fines, fees or court costs, involved in the cleaning up of accidental spills shall be paid by the Non-Domestic User causing such spill. This shall include the costs of cleaning up the District's Wastewater Facilities, and the costs shall include any labor, equipment or materials involved. The cleaning up of the District's Wastewater Facilities shall be completed by the District's operator or other contractor approved by the District.

SECTION G. SUPERVISION

If the District or its designated representative determines that a discharge or a proposed discharge into the Wastewater Facilities may deleteriously affect the Wastewater Facilities or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require any one or more of the following:

- (1) Pretreatment to an acceptable condition for discharge into the Wastewater Facilities;

- (2) Control over the quantities and rates of discharge; and
- (3) Non-Domestic waste charge payments sufficient to compensate the District for the cost of handling and treating the waste.

SECTION H. PRETREATMENT

(1) The owner of premises from which Non-Domestic Waste is discharged shall provide Grease and sand Traps for the proper handling of liquid wastes containing Grease or sand. The Traps must be of a type and capacity approved by the District to adequately handle the waste and must be located so that they are easily accessible for cleaning, inspection and monitoring.

(2) When Pretreatment of waste is required by the District as a condition for acceptance of the waste into the District's Sanitary Sewer, the owner of the premises from which the waste is discharged shall plan, construct, operate and maintain waste treatment facilities in an efficient manner at his sole cost and expense. Plans for such facilities must be submitted for, and receive, District approval prior to beginning installation or construction. In the event that the installation of Pretreatment facilities is necessary for a User to meet applicable federal Pretreatment standards, the District shall establish and enforce deadlines for the installation of such facilities.

(3) No owner or operator of premises from which Non-Domestic Waste is discharged shall allow the use of extraneous water intermixed for the purposes of diluting the concentration of waste.

(4) Chemicals that emulsify or treat oil in grease in the grease trap shall not be added to the grease trap.

SECTION I. INSPECTION SAMPLE WELLS

(1) A Non-Domestic User that discharges waste into the District's Sanitary Sewer or Wastewater Facilities shall provide, at his sole cost and expense, an inspection manhole or sample well in an accessible location on the premises from which such waste is discharged.

- (2) An inspection manhole or sample well must be:
 - (a) located reasonably near the outlet of each sewer, drain, pipe, or channel that connects with the Sanitary Sewer or Wastewater facility; and
 - (b) designed and constructed to prevent infiltration by ground and surface water; and
 - (c) maintained so that a Person may easily and safely measure volume and obtain flow samples.

(3) Before beginning construction of an inspection manhole or sample well, a Non-Domestic User shall submit plans to the District for review and approval to insure compliance with this section. Plans must include the sewage metering device if one is to be installed.

SECTION J. SAMPLING OF WASTE

(1) The District is authorized to require samples of waste discharges from Users at intervals specified in the permit to adequately monitor and control the discharges. In the event the District requires such samples at intervals as specified in the permit, a User shall retain the services of a reputable commercial laboratory acceptable to the District and pay all costs of sample collection and laboratory services and to determine and report the Wastewater characteristics. If the District requests additional samples over the number specified in the permit, results of the sample analysis shall be at the User's expense if the sample is not in compliance with the allowable pollutant concentrations in this Order or the User's permit; otherwise, the District shall bear the expense of the analysis. Users shall retain records of sampling results at their premises for three (3) years from the date such samples were taken.

(2) Each User subject to federal categorical Pretreatment standards shall submit self-monitoring reports as required by 40 CFR § 403.12.

(3) The District may take samples of waste discharges from Users as often as is necessary to adequately monitor and control the discharges. The cost of such sampling and laboratory analysis shall be paid by the Users.

(4) Samples may be taken manually or by use of mechanical equipment. The District may require a User to install, use and maintain monitoring equipment. Standard methods laboratory procedures shall be used for determining concentrations of Non-Domestic Waste.

SECTION K. RIGHT OF ENTRY

The District and other authorized representatives or employees of the District, bearing proper credentials and identification, shall be permitted to enter immediately upon any premises in which a Wastewater source is located, or in which any records required to be maintained pursuant to this Order are located, and may at reasonable times have access to and copy any records, and conduct any inspection, observation, measurement, sampling, or testing necessary to enforce this Order. Reasonable times shall mean any time when waste is being discharged or any time during normal operating hours.

SECTION L. TRADE SECRETS

All information and data relating to a User which is obtained from reports, questionnaires, monitoring programs or inspections shall be available to the public without restriction to the extent required by the Texas Open Records Act. Any user desiring to restrict the availability of the information submitted to the District shall identify the provision of the Texas Open Records Act pursuant to which the User believes such information may be withheld from the public.

SECTION M. FEES

(1) It is the purpose of this section to provide for the recovery of costs from Users of the District's Wastewater Facilities related to the implementation of the program(s) established herein. The applicable charges or fees shall be set forth by the District and may be revised from time to time.

(2) The District may adopt any one or more of the following charges and fees:

- (a) fees for reimbursement of costs of setting up and operating the District's Pretreatment Program;
- (b) fees for monitoring, inspections, surveillance procedures, sample collection and analysis costs;
- (c) fees for reviewing accidental discharge procedures and construction;
- (d) fees for removal (by the District) of Pollutants otherwise subject to National Categorical Pretreatment Standards;
- (e) Non-Domestic Waste Charges;
- (f) other fees as the District may deem necessary to carry out the requirements contained herein.

SECTION N. NOTIFICATION OF VIOLATION

Whenever the District finds that any User has violated or is violating this Order, the District shall serve notice, either personally or by certified mail, return receipt requested, upon such Person stating the nature of the violation. Within 30 days of service of such notice, a plan for satisfactory correction thereof shall be submitted to the District by such User. If such a plan is not submitted, or if such violation is not corrected within such 30-day period, unless User has perfected his right to review pursuant to Section O below, the District shall proceed with enforcement pursuant to Section S; provided, however, nothing contained in this section or any other section of this Order shall prevent the District or the Board from taking action in an emergency situation pursuant to Section P below.

SECTION O. REVIEW

Any User objecting to a finding by the Board of a violation of this Order shall have the right as set forth herein to a hearing before the Board. In the event such User disagrees with the District's finding of such violation(s), the User shall, within 30 days of service of such notice by the District, serve notice by certified mail, return receipt requested, on the District, that such User disagrees with the District's finding and, further, that such User requests a hearing before the Board. Such hearing shall be conducted at the next regular or special meeting of the Board which is held not less than ten (10) days following the date of User's service of notice on the District. At such hearing, both sides will be allowed to present such testimony as is reasonably necessary to present a clear understanding of the contested issues. The Board President shall be

the presiding officer and may at his discretion request other professional opinions prior to the Board's rendering a decision on the matter of review.

SECTION P. EMERGENCY RELIEF

Notwithstanding anything contained herein to the contrary, the District may immediately suspend Wastewater treatment service to a User when such suspension is necessary, in the opinion of the Board, in order to stop or prevent an actual or threatened discharge that presents an imminent and/or substantial danger to the health or welfare of Persons, the environment, or the District's Wastewater Facilities or that causes, or would cause, the District to violate any of the terms of its Discharge Permit. The District shall reinstate the Wastewater service upon proof by the User of the elimination of the non-complying discharge.

SECTION Q. NOTICE

Notice to the District required hereunder shall be served at the following address:

Sunbelt Fresh Water Supply District
c/o Radcliffe Bobbitt Adams Polley PLLC
1001 McKinney, Suite 1000
Houston, Texas 77002-6424

SECTION R. PENALTIES AND CHARGES FOR VIOLATION

Each violation of this Order shall be punishable by a civil penalty as set forth in the District's Rate Order as same may be amended from time to time. Each day's violation shall be and constitute a separate offense. In addition, the violator may be required to pay such other charges, attorney's fees and court costs as set forth in said Rate Order.

SECTION S. ENFORCEMENT

In addition to any remedies set forth in the District's Rate Order, any one or more of the following remedies may be utilized by the District to abate or prevent any violation of this Order:

- (1) Discontinuance of water service.
- (2) Disconnection and sealing of Sanitary Sewer connection.
- (3) The District may and is hereby authorized to:
 - (a) File suit in a court of competent jurisdiction to secure appropriate judicial relief, including, but not limited to, injunctive relief and/or the penalty provided in Section R for the violation by such User of the provisions of this Order.
 - (b) Seek a resolution of the Board authorizing the filing of a lawsuit under the provisions of Sections 7.351 and 7.352 of the Texas Water Code, as amended.

SECTION T. SEVERABILITY

All Orders or parts of Orders in conflict herewith are hereby repealed to the extent of such conflict. The invalidity of any section, clause, sentence, provision or provisions of this Order shall not affect the validity of any other part or parts of this Order, which other part or parts shall be given effect as though such invalid section, clause, sentence or provision were omitted.

SECTION U. EFFECTIVE DATE

This Order shall be effective upon adoption.

ADOPTED this 3rd day of December, 2009.

ATTEST:

SUNBELT FRESH WATER
SUPPLY DISTRICT

By: /s/ Elizabeth Santiago
Secretary, Board of Supervisors

By: /s/ Marcia A. Mattern
President, Board of Supervisors

(SEAL)

ATTACHMENT 2
August 7, 2008 Water Service Supply Agreement

**WATER SUPPLY SERVICE AGREEMENT
BETWEEN
SUNBELT FRESH WATER SUPPLY DISTRICT
AND
YES PREP PUBLIC SCHOOLS INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS WATER SUPPLY AND WASTEWATER TREATMENT SERVICE AGREEMENT ("Agreement") is entered into as of the 7th day of August, 2008, by and between SUNBELT FRESH WATER SUPPLY DISTRICT of Harris County, Texas, a body politic and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended (hereinafter called the "District"), and YES PREP PUBLIC SCHOOLS INC., a Texas nonprofit corporation (hereinafter called "Customer").

RECITALS

Customer intends to construct an addition to its North Central Campus educational facilities located at 13703 Aldine-Westfield, Houston, Harris County, Texas (the "Property"). Customer desires to obtain and secure a continuous supply of fire protection water service for such Property. The District owns and operates a water supply and distribution system to provide water service to areas within and outside the District and future residents/customers of the District. The District has determined that there is sufficient capacity in the District's water supply and distribution system to supply the Property with fire protection water service. Customer has determined that the District can provide the most feasible supply of fire protection water for the Property.

The District and Customer wish to establish a definitive basis for the provision of fire protection water service to the Property and the payment of the costs for such services. The parties have determined and represent to each other that they are authorized to enter into this Agreement by the Constitution and laws of the State of Texas.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District and Customer hereby contract and agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless otherwise provided, or unless the context otherwise requires, the terms and expressions defined in this Agreement shall have the respective meanings as follows:

(a) "Sunbelt System" shall mean the water supply system within the boundaries of the District, including the Sunbelt Water Plant and distribution lines and any improvements, extensions and enlargements thereof; in addition, the inclusion of those distribution lines and other facilities located within Harris County right-of-way or within easements granted to, and accepted by, the District to serve property outside the District boundaries.

(b) "Sunbelt Water Plant" shall mean the water facilities and related transmission lines, water wells, booster pumps, ground storage tank, hydropneumatic pressure tanks and related appurtenances heretofore constructed by the District located in the Fairgreen - High Meadows service area.

(c) "Commission" shall mean the Texas Commission on Environmental Quality or its successor.

(d) "District Engineer" shall mean A & S Engineers, Inc., Houston, Texas, engineer for the Sunbelt System, or such other engineer as shall be employed from time to time to serve as the engineer for the Sunbelt System.

(e) "Operation and Maintenance Costs for the Sunbelt System" shall mean all costs and expenses incurred in or allocable to the operation and maintenance of the Sunbelt System and paid by the District with water and sewer service revenue and/or maintenance taxes, including, but without limitation: (i) chemicals, electric power, permits, insurance, testing and the purchase and carrying of stores, materials and supplies; (ii) wages, fees, and salaries of consultants hired to consult upon, operate and maintain such facilities; (iii) repairs and replacement of damaged, worn-out, deteriorated, or obsolete parts, and all other items and expenses of a like nature which may be reasonably required for the efficient operation and maintenance of the Sunbelt System in order to render adequate service and to comply fully with all regulatory requirements; and (iv) the general and administrative expenses of the District allocable to the operation and maintenance of the Sunbelt System.

(f) "Water" shall mean water of a quality conforming to the standards for potable water of the Texas Department of Health and for fire protection purposes only.

(g) "Water Line" shall mean the eight-inch (8") fire protection water distribution system, including any necessary extensions, water meters and other facilities, to be constructed by Customer, extending from the periphery of the Property to the point of connection with the existing Sunbelt System, which pursuant to the policies of the Commission constitute public water lines.

ARTICLE II

The Water Line Facilities

Section 2.01. Design and Approval of Construction by District. The Water Line shall be approved by the District's Engineer and shall be constructed by Customer in accordance with sound engineering and construction principles, in accordance with the District's design standards and specifications, and in compliance with the requirements of the laws of the State of Texas and the regulations of the Texas Department of Health, the Commission or any other public agency having jurisdiction. Any easements reasonably required by the District for the Water Line, and any related appurtenances thereto, shall be conveyed at no cost to the District, provided that the District shall be responsible for any other costs incurred by the District, including, but not limited to, costs incurred to review any documentation related to any such easement and costs incurred to maintain and restore the area of the Property affected by any such easement. The proposed size and location of any such easements, as well as any documentation relating to such easements, shall be subject to the review and approval of Customer. At a location mutually agreed upon by the District Engineer and the Customer, Customer shall install metering equipment of a type, size, standard and quality mutually agreed upon by Customer and the District Engineer that would accurately measure the amount of fire protection water being supplied hereunder as determined to be appropriate by the District Engineer and shall install a check valve at the location of the metering equipment to prevent backflow of water into the Sunbelt System.

Section 2.02. Construction; Ownership. Working with the District Engineer, Customer shall construct, at its sole cost and expense, the Water Line necessary to serve the Property and shall pay for any other water lines necessary to serve the Property to be constructed in public rights-of-way or public easements, as constructed working with the District Engineer, including any reasonably necessary water line extension cost implemented by the District, which is currently estimated to be equal to the cost of one (1) equivalent single family connection, or \$2,019.00. Following the completion of the construction of the Water Line, Customer shall execute a bill of sale granting title to the Water Line to the District.

Section 2.03. Inspection During Construction. Customer and Customer's engineers shall be responsible for the inspection of the Water Line during any rehabilitation or construction project at the Property; provided, however, to the extent such rehabilitation or construction at the Property affects the Water Line, the District's representatives and the District Engineer shall have access at all times to such construction to observe any construction activity and testing, subject to compliance with Customer's rules and regulations regarding visitors to the Property.

Section 2.04. Maintenance and Repairs. When Customer is no longer the sole user of the Water Line, the District will at District's sole cost and expense, make repairs to the Water Line, otherwise the District will make such repairs at Customer's cost. All such facilities will be maintained by the District in good working condition so that fire protection water service may be provided to the Property and any repairs to leaks or breaks therein shall be promptly made by the District. The District will perform annual backflow prevention testing, at Customer's expense, on the check valve (described in Section 2.01 above) in accordance with the Rate Order (as defined below).

Section 2.05. Delivery of Water Service. The District shall make Water available to Customer at the point of connection to the Sunbelt System consistent with the Sunbelt System conditions at that time. All taps into the Sunbelt System shall be made in accordance with the then current Rate Order of the District (the "Rate Order") and the "Rules and Regulations Governing Waterworks and Sanitary Sewer System" of the District ("Rules and Regulations") and under the supervision of the District Engineer or the operator of the Sunbelt System. Customer further agrees to prohibit connections by third parties to the Water Line without written permission from the District. The parties hereto expressly agree that the District is under no obligation to supply Water capacity in amounts greater than those specified herein.

Section 2.06. Measurement of Water Usage. The amount of Water service used by Customer for the Property in any thirty (30) day period shall be measured by the water meter to be installed by Customer as part of the Water Line. The meter shall be read each month by the utility system operator for the District, in accordance with the then current Rate Order of the District.

Section 2.07. Tie-ins to Water Line. Customer must make all monetary contributions for the Water Line construction, though the District agrees to provide Customer with a reimbursement of costs for the Water Line construction (construction costs only, not to include engineering and inspection costs) from receipt of payment from future customers of the District who will be served by the Water Line. Reimbursement from such future customers shall be in the amount of their pro-rata share of the construction costs for the Water Line, based on the capacity requested, from property owners that will utilize the Water Line. If the Water Line project is bid, the construction cost of the low bid will be used to calculate the pro-rata share. If Customer utilizes its own contractor and subcontractors to construct the Water Line, then the reimbursable construction costs shall be based on the cost of materials, labor, contractors, subcontractors, bonds, equipment rental, and insurance and other related costs directly related to the construction, but shall not include any office overhead, administrative or supervisory work, or clerical costs and shall only be the prorated portion of such costs attributable to the capacity in the Water Line that is not being utilized for the Customer's project. The District shall promptly reimburse Customer for the costs of the Water Line construction following the District's receipt of payments from future customers utilizing the Water Line, as described in this Section 2.07. Customer's Right to reimbursement pursuant to this Section shall terminate twenty (20) years after the date of full execution of this Agreement.

ARTICLE III

Rates and Billing

Section 3.01. Water Rates. The District shall set its Water rates from time to time sufficient to pay the Operation and Maintenance Costs for the Sunbelt System and maintain a reasonable reserve for operating expenses. The rates for the supply of Water service to the Property shall be equal to the rates charged to minimum meter-size commercial customers of the District as contained in the Rate Order, effective at the time of such charges. A copy of the current Rate Order is attached hereto as Exhibit "A" and incorporated herein by reference. After connection to the Sunbelt System, in addition to the charges for any water usage, the parties agree that the District shall charge and Customer shall pay a Water stand-by rate of \$150.00 per month, which may be amended from time to time following receipt of written notice at least ninety (90) days prior to the date such stand-by fee is changed for Customer. This Agreement

does not limit the Customer's rights to appeal to the Commission any changes in the commercial rates or stand-by rate applicable to the Customer under this Agreement.

Section 3.02. Billings and Payments. Customer shall be billed monthly by the utility system operator for the District, as set forth in the District's then current Rate Order.

ARTICLE IV

Operations and Maintenance

Section 4.01. Duties of the District. The District shall operate and maintain the Sunbelt Water Plant in a reasonably prudent, efficient, and economical manner consistent with the needs of the parties and shall use its best efforts to produce Water capacity for fire protection purposes only to the Property. Unless otherwise specifically provided herein, the District shall not have any obligation to provide Water capacity in excess of the available flow rate based upon the Sunbelt System's current capacity at the time of demand. The District shall promptly pay and discharge all Operation and Maintenance Costs for the Sunbelt System, including without limitation those occasioned by replacements, additions, and improvements thereto.

Section 4.02. Inspections. The District shall have the continuous right to make spot inspections of the Water Line to ensure compliance with the District's Rules and Regulations and Rate Order or such other code of rules or regulations governing the usage of Water reasonably established from time to time by the Board of Supervisors of the District.

ARTICLE V

Miscellaneous

Section 5.01. Use of Capacity. The Water services provided for under this Agreement shall be utilized only by the Property. Customer shall have no authority to sell, lease, or otherwise convey any of its interest in the Sunbelt Water Plant acquired pursuant to this Agreement, except to a successor owner of the Property.

Section 5.02. Rules and Regulations. Customer covenants and agrees that it will abide by and obey the Rules and Regulations and Rate Order of the District, as such documents are amended by the District from time to time.

Section 5.03. Mechanical Failures. Unless the District or any of its employees is grossly negligent or engages in willful misconduct, the District shall not be liable for any damages suffered by Customer or the Property as a result of breakdown of the Water Line, or scheduled repairs or maintenance for which the Customer has received notice, which result in the inability of the Sunbelt Water Plant to provide Water in sufficient quantity or quality to the Property; provided however, the District shall make a diligent effort to anticipate curtailment of any such capacity, to notify Customer in advance of any repairs, and to the extent possible, complete scheduled repairs or maintenance work so as not to interfere with the conduct of day to day Property activities.

Section 5.04. Government Immunity. Neither the District nor Customer waives or relinquishes any immunity or defense on behalf of itself or its officers and employees by reason of its execution or performance of this Agreement. Neither the District nor Customer nor their respective officers or employees shall be deemed to be agents or representatives of the other entity by virtue of the execution or performance of this Agreement. The activities to be performed by the District and Customer pursuant to this Agreement shall be exclusively public and governmental in nature.

Section 5.05. Permits. All permits necessary for the operation of the Sunbelt Water Plant shall be obtained and held by the District.

Section 5.06. Force Majeure. If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (including any ruling of a court of competent jurisdiction), insurrections, riots, epidemics, landslides, lightening, earthquakes, fires (but not fires occurring at the Property), hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the reasonable control of the party, or which the party could not have avoided by the exercise of reasonable due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 5.07. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.08. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of Customer and the District.

Section 5.09. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other; provided, however, the Customer may assign this Agreement to any successor owner of the Property.

Section 5.10. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 5.11. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid, return receipt requested, by depositing the same with a reputable overnight delivery service or by delivering by hand the same to an officer of such party to be notified. Notice deposited in the mail or overnight delivery service in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given by hand delivery 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 be as follows:

If to the District: Sunbelt Fresh Water Supply District
 c/o Johnson Radcliffe Petrov & Bobbitt PLLC
 1001 McKinney, Suite 1000
 Houston, Texas 77002-6424
 Attention: Mr. Ross J. Radcliffe

If to Customer: YES Prep Public Schools Inc.
 6201 Bonhomme Road, Suite 168N
 Houston, Texas 77036

The parties 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 upon giving at least fifteen (15) days written notice to the other parties.

Section 5.12. No Additional Waiver Implied. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition, or liability hereunder of performance by the 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 5.13. Remedies. In enforcing the performance of the provisions of this Agreement, each Party shall have the right to exercise all procedures available under law, including, but not limited to, a writ of mandamus to command performance of any provision hereof.

Section 5.14. Regulatory Agencies. This Agreement is subject to all applicable rules, regulations, and laws applicable hereto passed or promulgated by the United States, the State of Texas, or any governmental body or agency having lawful jurisdiction, and the parties hereto agree to cooperate fully to assure that all such rules, regulations, and laws are fully complied with, particularly the rules and waste discharge permit requirements of the Commission and the EPA.

Section 5.15. Attorney's Fees. If any party hereto is the prevailing party in any legal proceedings against any signatory of this Agreement brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorneys' fees from such non-prevailing party to such proceedings.