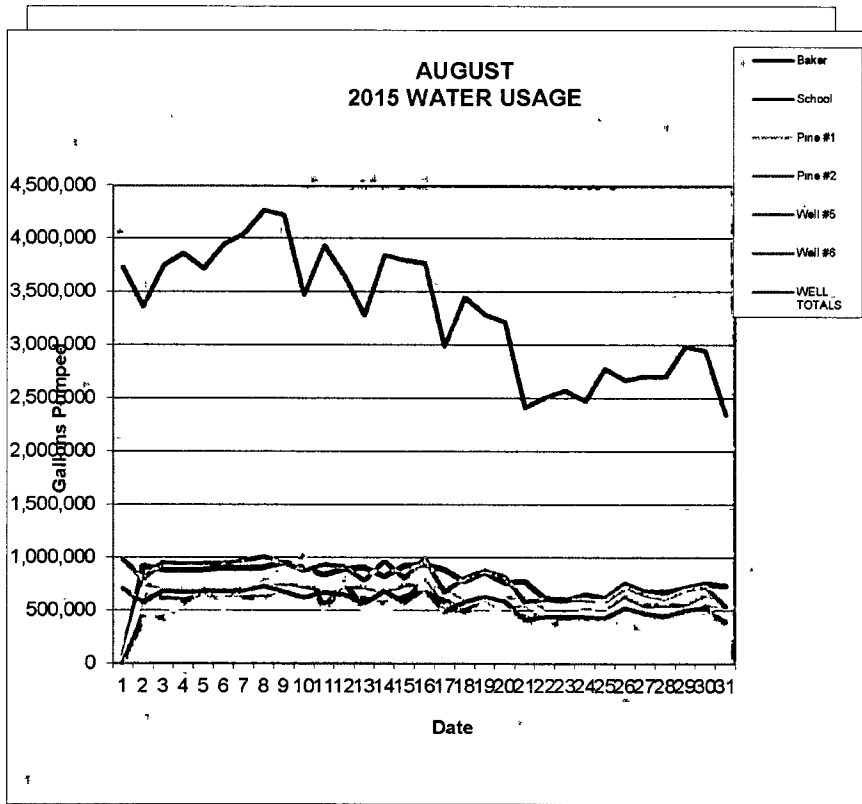


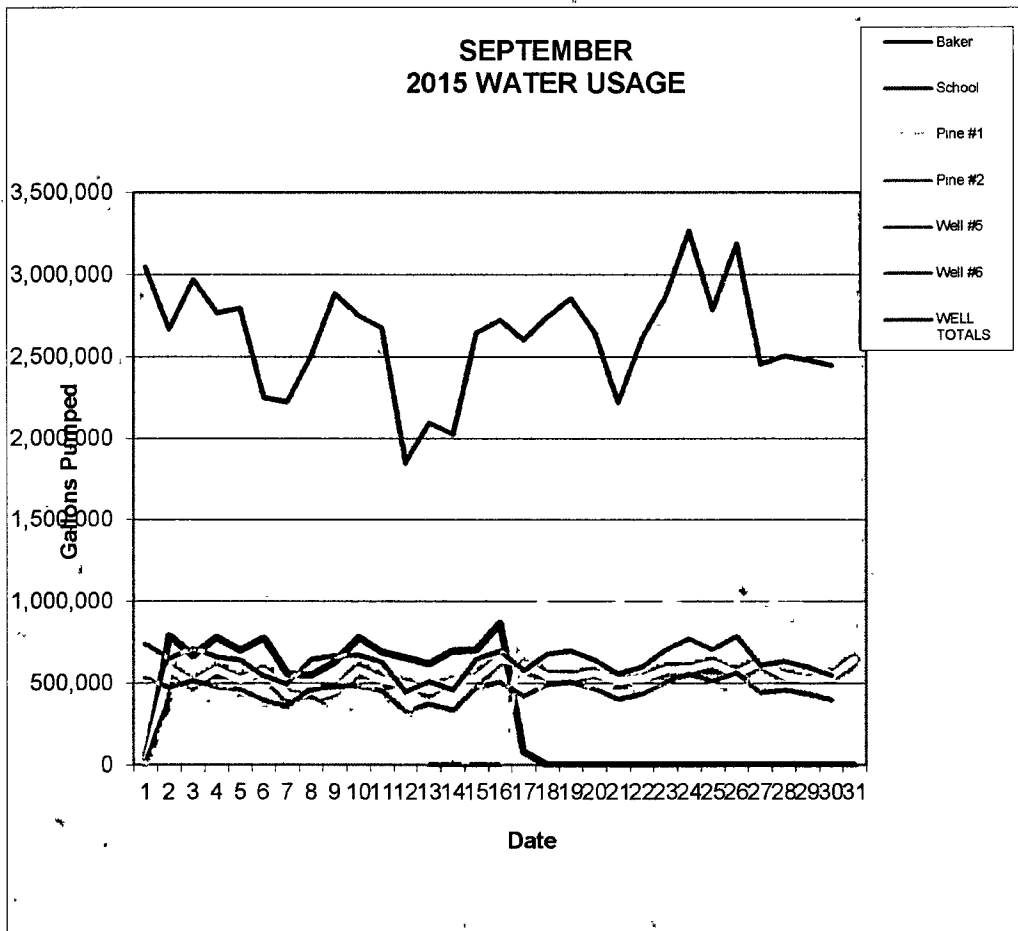
DAILY/MONTHLY WELL REPORTS



DAILY/MONTHLY WELL REPORTS

Sép-15	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	792,000	591,000	387,000	741,000	532,000	3,043,000	48%	
2	667,000	499,000	377,000	654,000	473,000	2,670,000	42%	
3	780,000	582,000	379,000	714,000	513,000	2,968,000	47%	
4	700,000	517,000	414,000	660,000	478,000	2,769,000	43%	
5	776,000	574,000	341,000	641,000	461,000	2,793,000	44%	
6	557,000	424,000	326,000	546,000	397,000	2,250,000	35%	
7	550,000	410,000	409,000	495,000	360,000	2,224,000	35%	
8	632,000	453,000	310,000	644,000	466,000	2,505,000	39%	
9	780,000	581,000	376,000	667,000	481,000	2,885,000	45%	
10	692,000	517,000	385,000	673,000	487,000	2,754,000	43%	
11	656,000	495,000	437,000	630,000	456,000	2,674,000	42%	
12	620,000	456,000	0	448,000	327,000	1,851,000	29%	
13	699,000	510,000	0	510,000	372,000	2,091,000	33%	
14	704,000	529,000	0	459,000	335,000	2,027,000	32%	
15	870,000	650,000	0	652,000	472,000	2,644,000	42%	
16	82,000	614,000	819,000	700,000	508,000	2,723,000	43%	
17	0	547,000	1,055,000	578,000	420,000	2,600,000	41%	School Street
18	0	538,000	1,032,000	680,000	492,000	2,742,000	43%	Well Down for
19	0	563,000	1,087,000	699,000	506,000	2,855,000	45%	Repairs
20	0	510,000	1,028,000	643,000	465,000	2,646,000	42%	9/17 - 9/30
21	0	529,000	726,000	559,000	405,000	2,219,000	35%	
22	0	581,000	996,000	600,000	435,000	2,612,000	41%	
23	0	590,000	1,065,000	706,000	507,000	2,868,000	45%	
24	0	622,000	1,316,000	772,000	556,000	3,266,000	51%	
25	0	559,000	1,012,000	706,000	510,000	2,787,000	44%	
26	0	628,000	1,206,000	789,000	566,000	3,189,000	50%	
27	0	549,000	844,000	613,000	446,000	2,452,000	39%	
28	0	522,000	887,000	634,000	460,000	2,503,000	39%	
29	0	539,000	903,000	602,000	436,000	2,480,000	39%	
30	0	646,000	849,000	550,000	400,000	2,445,000	38%	
TOTALS:	10,557,000	16,325,000	18,966,000	18,965,000	13,722,000	78,535,000	41%	

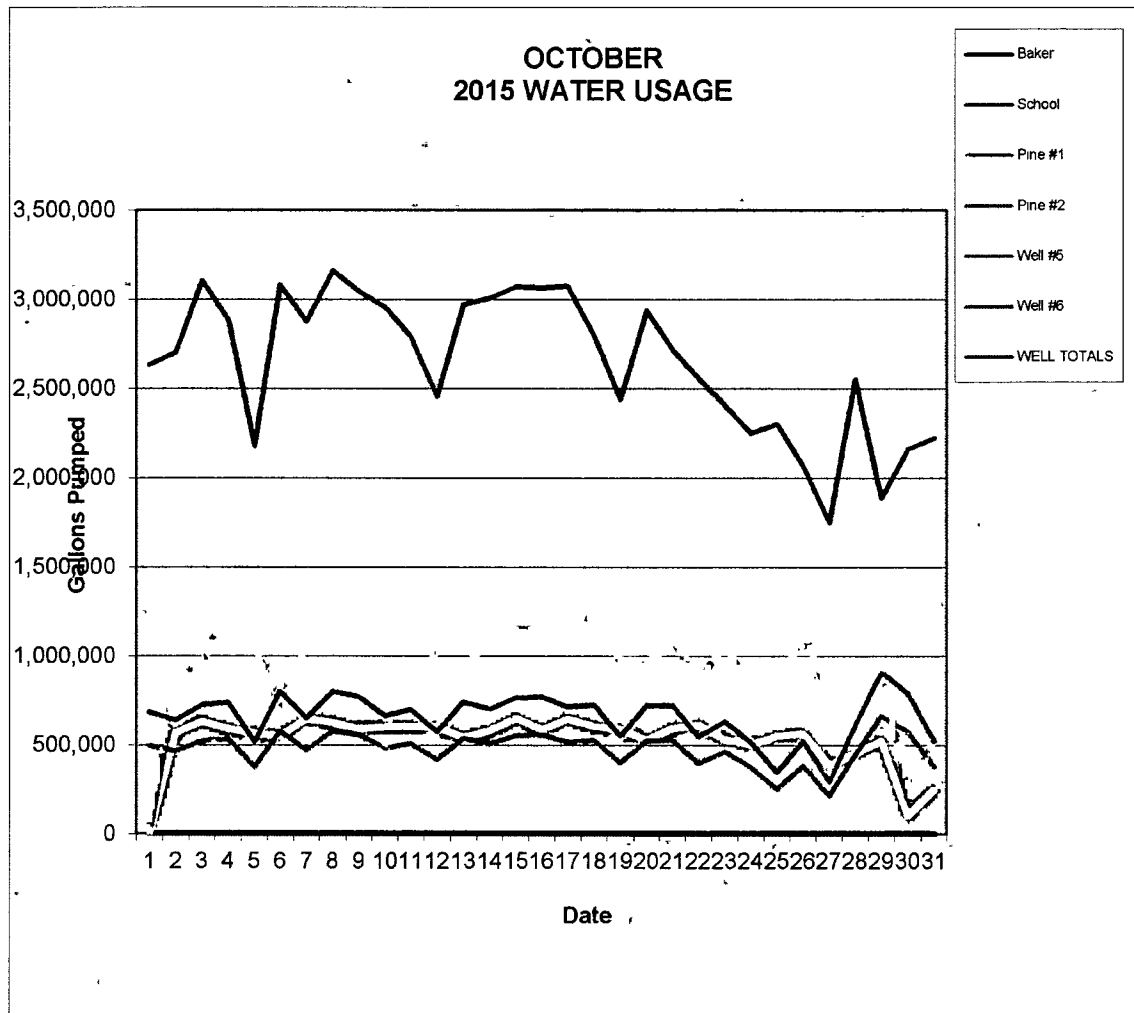
# DAILY/MONTHLY WELL REPORTS



**DAILY/MONTHLY WELL REPORTS**

<b>Oct-15</b>	<b>WELL</b>	<b>WELL</b>	<b>WELL</b>	<b>WELL</b>	<b>WELL</b>	<b>TOTAL</b>	<b>%</b>	<b>COMMENTS</b>
	<b>School</b>	<b>Pine #1</b>	<b>Pine #2</b>	<b>#5</b>	<b>#6</b>		<b>24 hour</b>	
<b>1</b>	0	568,000	882,000	685,000	497,000	2,632,000	<b>41%</b>	
<b>2</b>	0	632,000	964,000	641,000	465,000	2,702,000	<b>42%</b>	
<b>3</b>	0	593,000	1,265,000	725,000	523,000	3,106,000	<b>49%</b>	
<b>4</b>	0	563,000	1,051,000	738,000	535,000	2,887,000	<b>45%</b>	
<b>5</b>	0	550,000	733,000	518,000	376,000	2,177,000	<b>34%</b>	
<b>6</b>	0	646,000	1,058,000	800,000	578,000	3,082,000	<b>48%</b>	
<b>7</b>	0	628,000	1,127,000	651,000	472,000	2,878,000	<b>45%</b>	
<b>8</b>	0	591,000	1,188,000	802,000	579,000	3,160,000	<b>50%</b>	
<b>9</b>	0	602,000	1,113,000	771,000	558,000	3,044,000	<b>48%</b>	
<b>10</b>	0	606,000	1,203,000	665,000	482,000	2,956,000	<b>46%</b>	
<b>11</b>	0	603,000	973,000	703,000	510,000	2,789,000	<b>44%</b>	
<b>12</b>	0	544,000	916,000	576,000	418,000	2,454,000	<b>39%</b>	
<b>13</b>	0	584,000	1,109,000	742,000	536,000	2,971,000	<b>47%</b>	
<b>14</b>	0	651,000	1,147,000	700,000	508,000	3,006,000	<b>47%</b>	
<b>15</b>	0	590,000	1,162,000	767,000	554,000	3,073,000	<b>48%</b>	
<b>16</b>	0	647,000	1,086,000	772,000	559,000	3,064,000	<b>48%</b>	
<b>17</b>	0	605,000	1,234,000	717,000	519,000	3,075,000	<b>48%</b>	
<b>18</b>	0	588,000	960,000	725,000	527,000	2,800,000	<b>44%</b>	
<b>19</b>	0	532,000	954,000	551,000	401,000	2,438,000	<b>38%</b>	
<b>20</b>	0	597,000	1,095,000	723,000	523,000	2,938,000	<b>46%</b>	
<b>21</b>	0	613,000	852,000	724,000	527,000	2,716,000	<b>43%</b>	
<b>22</b>	0	535,000	1,074,000	549,000	399,000	2,557,000	<b>40%</b>	
<b>23</b>	0	505,000	806,000	633,000	461,000	2,405,000	<b>38%</b>	
<b>24</b>	0	552,000	804,000	518,000	377,000	2,251,000	<b>35%</b>	
<b>25</b>	0	566,000	1,140,000	344,000	252,000	2,302,000	<b>36%</b>	
<b>26</b>	0	386,000	772,000	524,000	384,000	2,066,000	<b>32%</b>	
<b>27</b>	0	453,000	788,000	295,000	215,000	1,751,000	<b>27%</b>	
<b>28</b>	0	523,000	972,000	609,000	447,000	2,551,000	<b>40%</b>	
<b>29</b>	0	105,000	207,000	911,000	663,000	1,886,000	<b>30%</b>	
<b>30</b>	0	251,000	539,000	793,000	576,000	2,159,000	<b>34%</b>	
<b>31</b>	0	485,000	832,000	525,000	381,000	2,223,000	<b>35%</b>	
<b>TOTALS:</b>	<b>0</b>	<b>16,894,000</b>	<b>30,006,000</b>	<b>20,397,000</b>	<b>14,802,000</b>	<b>82,099,000</b>	<b>42%</b>	

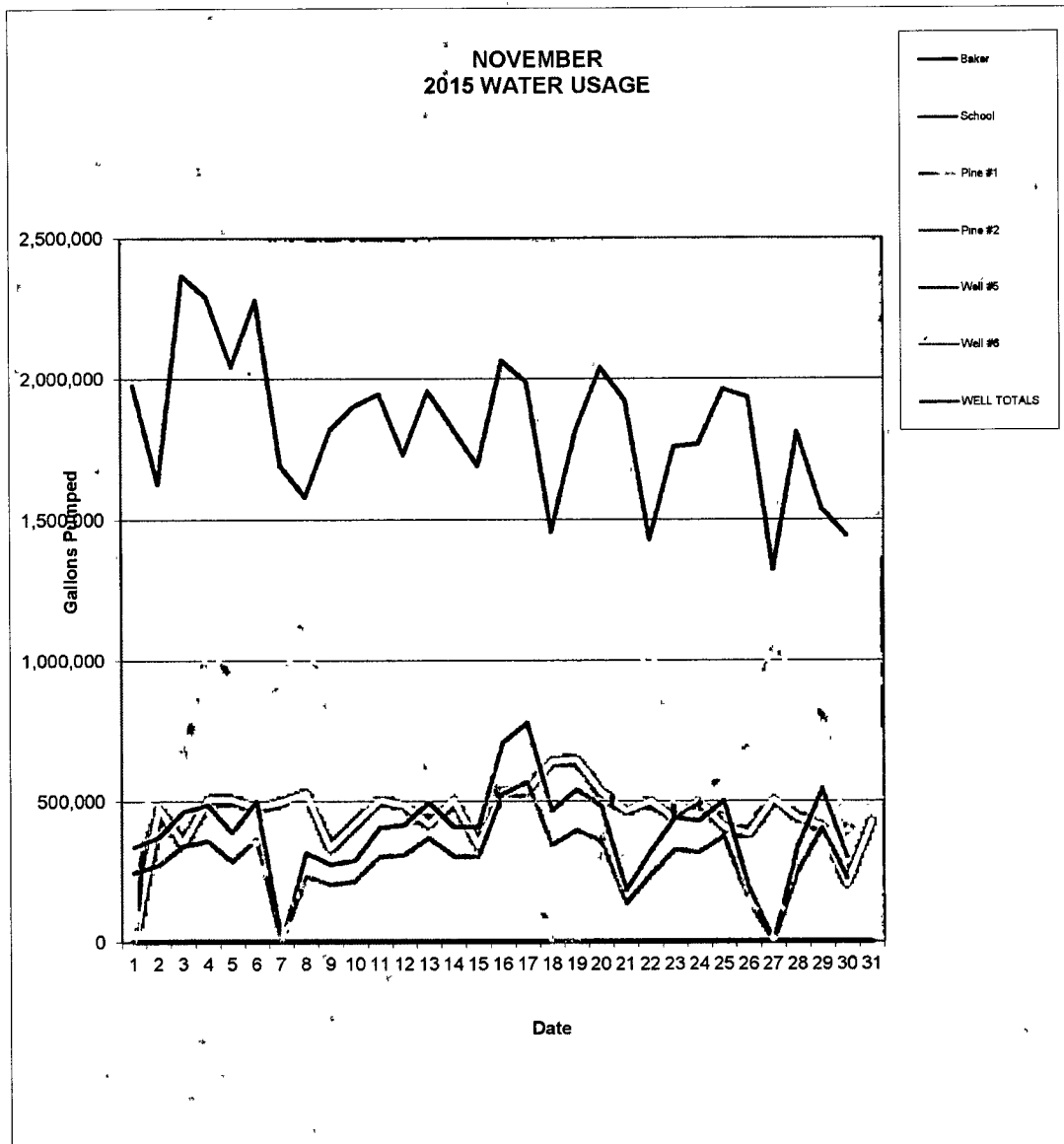
# DAILY/MONTHLY WELL REPORTS



DAILY/MONTHLY WELL REPORTS

Nov-15	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	0	479,000	912,000	337,000	249,000	1,977,000	31%	
2	0	351,000	631,000	372,000	273,000	1,627,000	26%	
3	0	507,000	1,053,000	464,000	342,000	2,366,000	37%	
4	0	506,000	938,000	487,000	358,000	2,289,000	36%	
5	0	481,000	886,000	388,000	287,000	2,042,000	32%	
6	0	498,000	911,000	502,000	368,000	2,279,000	36%	
7	0	530,000	1,160,000	0	0	1,690,000	27%	
8	0	334,000	697,000	315,000	234,000	1,580,000	25%	
9	0	424,000	912,000	277,000	205,000	1,818,000	29%	
10	0	504,000	890,000	291,000	216,000	1,901,000	30%	
11	0	487,000	746,000	407,000	304,000	1,944,000	31%	
12	0	418,000	584,000	417,000	309,000	1,728,000	27%	
13	0	503,000	585,000	497,000	369,000	1,954,000	31%	
14	0	345,000	760,000	411,000	306,000	1,822,000	29%	
15	0	537,000	441,000	409,000	303,000	1,690,000	27%	
16	0	538,000	291,000	707,000	525,000	2,061,000	32%	
17	0	642,000	0	778,000	567,000	1,987,000	31%	
18	0	647,000	0	465,000	344,000	1,456,000	23%	
19	0	533,000	345,000	540,000	397,000	1,815,000	29%	
20	0	466,000	733,000	482,000	357,000	2,038,000	32%	
21	0	500,000	1,101,000	183,000	136,000	1,920,000	30%	
22	0	437,000	439,000	318,000	235,000	1,429,000	22%	
23	0	501,000	490,000	440,000	328,000	1,759,000	28%	
24	0	409,000	608,000	430,000	320,000	1,767,000	28%	
25	0	385,000	698,000	503,000	374,000	1,960,000	31%	
26	0	506,000	1,094,000	192,000	142,000	1,934,000	30%	
27	0	441,000	882,000	0	0	1,323,000	21%	
28	0	410,000	810,000	338,000	251,000	1,809,000	28%	
29	0	205,000	386,000	543,000	404,000	1,538,000	24%	
30	0	428,000	488,000	302,000	226,000	1,444,000	23%	
TOTALS:	0	13,952,000	20,471,000	11,795,000	8,729,000	54,947,000	29%	

DAILY/MONTHLY WELL REPORTS

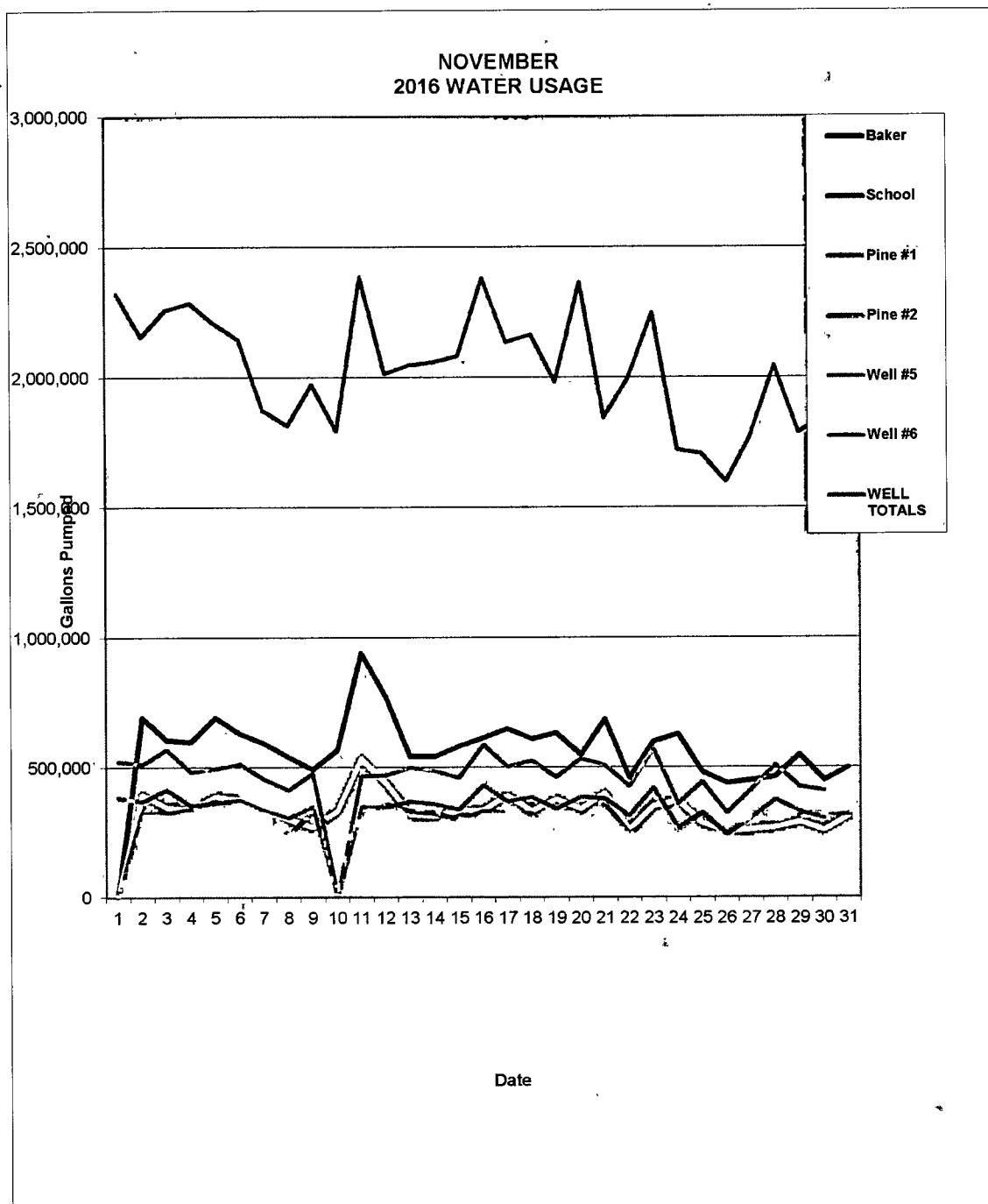


Nov-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	693,000	397,000	325,000	524,000	383,000	2,322,000	37%	
2	607,000	346,000	322,000	511,000	369,000	2,155,000	34%	
3	598,000	338,000	339,000	568,000	415,000	2,258,000	36%	
4	693,000	388,000	369,000	481,000	353,000	2,284,000	36%	
5	631,000	375,000	344,000	494,000	362,000	2,206,000	35%	
6	594,000	339,000	324,000	512,000	375,000	2,144,000	34%	
7	540,000	302,000	239,000	455,000	336,000	1,872,000	29%	
8	493,000	271,000	331,000	412,000	306,000	1,813,000	29%	
9	567,000	333,000	245,000	478,000	349,000	1,972,000	31%	
10	941,000	533,000	318,000	0	0	1,792,000	28%	
11	773,000	441,000	360,000	465,000	346,000	2,385,000	37%	
12	543,000	321,000	333,000	470,000	346,000	2,013,000	32%	
13	543,000	312,000	324,000	499,000	368,000	2,046,000	32%	
14	581,000	335,000	297,000	487,000	358,000	2,058,000	32%	
15	615,000	337,000	330,000	459,000	339,000	2,080,000	33%	
16	649,000	391,000	325,000	586,000	430,000	2,381,000	37%	
17	611,000	333,000	320,000	502,000	369,000	2,135,000	34%	
18	632,000	377,000	242,000	526,000	386,000	2,163,000	34%	
19	549,000	341,000	289,000	462,000	340,000	1,981,000	31%	
20	686,000	400,000	360,000	533,000	386,000	2,365,000	37%	
21	459,000	258,000	241,000	506,000	380,000	1,844,000	29%	
22	600,000	351,000	305,000	426,000	314,000	1,996,000	31%	
23	628,000	371,000	256,000	571,000	421,000	2,247,000	35%	
24	483,000	284,000	325,000	361,000	267,000	1,720,000	27%	
25	440,000	254,000	243,000	443,000	326,000	1,706,000	27%	
26	449,000	260,000	325,000	323,000	240,000	1,597,000	25%	
27	465,000	269,000	319,000	412,000	304,000	1,769,000	28%	
28	549,000	290,000	321,000	508,000	376,000	2,044,000	32%	
29	449,000	259,000	325,000	425,000	329,000	1,787,000	28%	
30	500,000	310,000	321,000	411,000	304,000	1,846,000	29%	
TOTALS:	17,561,000	10,116,000	9,317,000	13,810,000	10,177,000	60,981,000	32%	

Direct Testimony of John Escamilla

Ex. JE-10





**Direct Testimony of John Escamilla**

COT1006

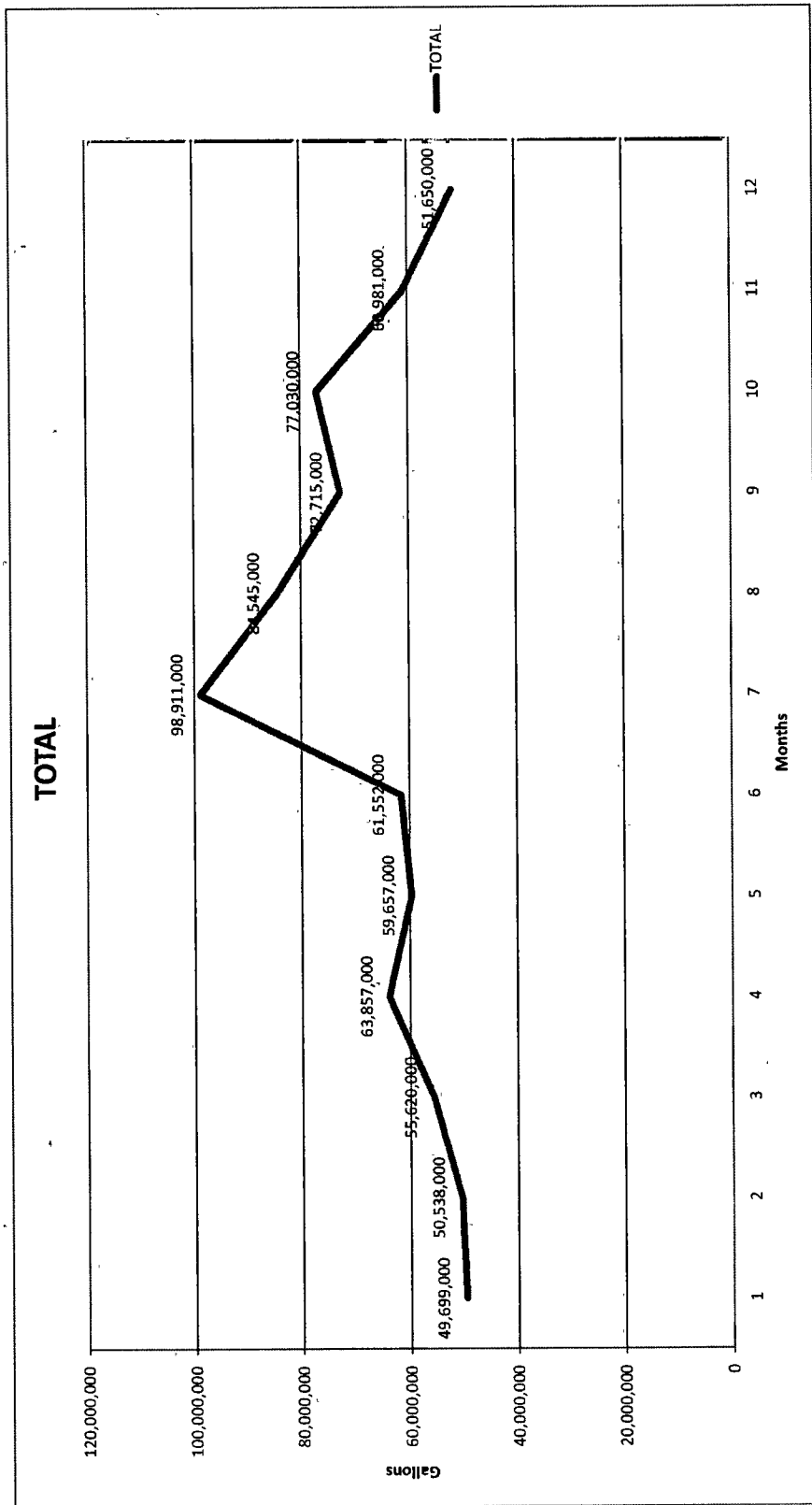
**Ex. JE-10**

DAY OF MONTH	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUNE 2016	JULY 2016	AUG 2016	SEPT 2016	OCT 2016	NOV 2016	DEC 2016	Cumulative 2016
1	1,384,000	1,429,000	1,662,000	1,779,000	1,685,000	2,089,000	2,497,000	2,847,000	2,318,000	2,425,000	2,322,000	2,107,000	
2	1,508,000	1,673,000	2,201,000	1,730,000	1,487,000	1,620,000	2,315,000	3,415,000	2,466,000	2,207,000	2,155,000	1,996,000	
3	1,841,000	1,813,000	1,623,000	2,124,000	1,719,000	1,737,000	2,740,000	3,033,000	2,535,000	2,360,000	2,258,000	1,762,000	
4	1,248,000	1,539,000	2,099,000	1,915,000	1,995,000	1,837,000	2,340,000	3,737,000	2,356,000	2,367,000	2,284,000	1,674,000	
5	1,802,000	1,658,000	1,911,000	3,781,000	1,830,000	1,725,000	2,485,000	3,362,000	1,952,000	2,657,000	2,206,000	1,687,000	
6	1,560,000	1,944,000	2,074,000	4,352,000	1,914,000	1,293,000	2,907,000	4,223,000	1,972,000	2,749,000	2,144,000	1,543,000	
7	1,614,000	1,471,000	2,075,000	4,283,000	2,135,000	1,975,000	2,998,000	3,102,000	2,263,000	2,567,000	1,872,000	1,677,000	
8	1,684,000	1,754,000	2,038,000	3,581,000	2,050,000	1,913,000	2,919,000	3,516,000	2,553,000	2,817,000	1,813,000	1,620,000	
9	1,549,000	1,326,000	1,726,000	2,352,000	1,942,000	1,860,000	3,303,000	3,695,000	2,467,000	2,183,000	1,972,000	1,702,000	
10	1,587,000	1,874,000	1,620,000	2,325,000	2,235,000	2,023,000	3,118,000	3,587,000	2,673,000	2,629,000	1,792,000	1,623,000	
11	2,301,000	1,736,000	1,479,000	2,124,000	2,332,000	1,872,000	3,175,000	3,756,000	2,002,000	2,736,000	2,385,000	1,503,000	
12	1,502,000	2,023,000	1,631,000	1,784,000	2,363,000	1,654,000	3,636,000	3,842,000	2,103,000	2,309,000	2,013,000	1,904,000	
13	2,041,000	1,724,000	1,393,000	1,965,000	2,295,000	1,794,000	3,581,000	3,655,000	2,300,000	2,518,000	2,046,000	1,708,000	
15	1,342,000	1,702,000	1,702,000	1,860,000	2,255,000	1,805,000	3,606,000	2,592,000	2,123,000	2,416,000	2,058,000	1,689,000	
15	1,635,000	1,532,000	1,535,000	2,055,000	1,931,000	2,099,000	3,589,000	2,351,000	2,223,000	2,524,000	2,080,000	1,740,000	
16	1,638,000	1,949,000	1,861,000	1,808,000	1,822,000	1,970,000	3,803,000	2,262,000	2,844,000	2,407,000	2,381,000	1,543,000	
17	1,504,000	1,899,000	1,909,000	1,847,000	1,628,000	2,263,000	3,758,000	1,986,000	2,822,000	2,383,000	2,135,000	1,804,000	
18	1,440,000	1,858,000	1,731,000	1,579,000	1,887,000	2,080,000	3,177,000	1,916,000	2,705,000	2,865,000	2,163,000	1,422,000	
19	1,810,000	2,154,000	1,546,000	1,449,000	1,719,000	2,325,000	3,632,000	2,204,000	2,803,000	2,421,000	1,981,000	1,719,000	
20	1,547,000	1,838,000	1,722,000	1,647,000	1,907,000	2,284,000	3,106,000	2,175,000	2,972,000	2,446,000	2,365,000	1,575,000	
21	1,645,000	1,929,000	1,977,000	1,541,000	1,754,000	2,016,000	3,579,000	2,232,000	2,666,000	2,326,000	1,844,000	1,730,000	
22	1,584,000	1,808,000	1,785,000	1,727,000	1,830,000	2,508,000	3,673,000	2,041,000	2,882,000	2,691,000	1,996,000	1,553,000	
23	1,393,000	1,471,000	2,114,000	1,803,000	2,018,000	2,458,000	4,372,000	1,787,000	2,569,000	2,396,000	2,247,000	1,733,000	
24	1,554,000	1,811,000	1,684,000	1,956,000	1,823,000	2,413,000	3,757,000	2,090,000	2,922,000	2,468,000	1,720,000	1,547,000	
25	1,519,000	1,574,000	1,834,000	1,506,000	2,300,000	2,675,000	3,580,000	2,413,000	2,452,000	2,312,000	1,706,000	1,659,000	
26	1,438,000	1,786,000	1,787,000	1,669,000	1,982,000	2,213,000	3,350,000	2,232,000	1,980,000	2,549,000	1,597,000	1,357,000	
27	1,690,000	1,610,000	1,763,000	1,521,000	1,918,000	2,064,000	3,191,000	2,142,000	2,151,000	2,554,000	1,769,000	1,616,000	
28	1,544,000	2,046,000	1,705,000	2,072,000	1,421,000	2,605,000	2,789,000	2,094,000	2,211,000	2,351,000	2,044,000	1,665,000	
29	1,664,000	1,587,000	1,743,000	1,865,000	1,698,000	2,290,000	2,487,000	1,911,000	2,323,000	2,644,000	1,787,000	1,471,000	
30	1,789,000		1,931,000	1,857,000	2,018,000	2,092,000	2,757,000	1,881,000	2,307,000	2,399,000	1,846,000	1,944,000	
31	1,532,000		1,759,000		1,764,000		2,711,000	2,466,000		2,334,000		1,377,000	TOTAL
TOTAL	49,699,000	50,538,000	55,620,000	63,857,000	59,657,000	87,562,000	98,911,000	84,545,000	72,715,000	#####	60,981,000	57,650,000	786,765,000
AVG.	1,603,194	1,742,690	1,794,194	2,126,567	1,924,419	2,051,733	3,190,677	2,727,258	2,423,833	2,484,839	2,032,700	1,676,767	2,148,323
MAX.	2,301,000	2,164,000	2,201,000	4,352,000	2,363,000	2,675,000	4,372,000	4,223,000	2,972,000	2,866,000	2,385,000	2,107,000	4,372,000
MIN.	1,248,000	1,326,000	1,393,000	1,449,000	1,421,000	1,293,000	2,315,000	1,787,000	1,952,000	2,183,000	1,597,000	1,357,000	1,248,000

Direct Testimony of John Escamilla

Ex. JE-10

COT1007



Direct Testimony of John Escamilla

Ex. JE-10

COT1008

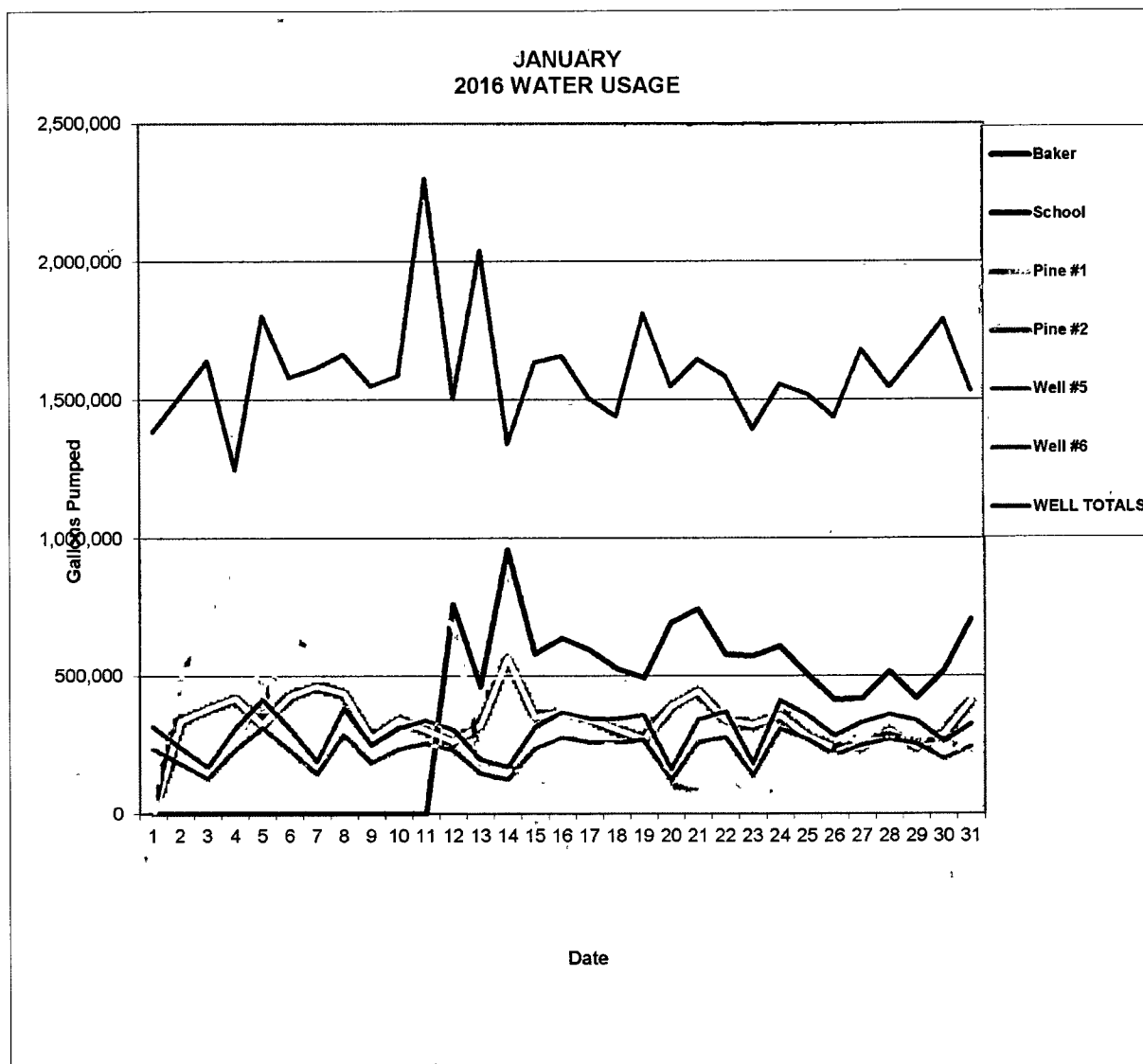


Jan-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hours	
1	0	338,000	494,000	316,000	236,000	1,384,000	22%	
2	0	380,000	706,000	241,000	181,000	1,508,000	24%	
3	0	419,000	926,000	169,000	127,000	1,641,000	26%	
4	0	324,000	383,000	310,000	231,000	1,248,000	20%	
5	0	428,000	648,000	415,000	311,000	1,802,000	28%	
6	0	463,000	578,000	309,000	230,000	1,580,000	25%	
7	0	438,000	843,000	190,000	143,000	1,614,000	25%	
8	0	275,000	719,000	383,000	287,000	1,664,000	26%	
9	0	341,000	777,000	248,000	183,000	1,549,000	24%	
10	0	304,000	740,000	310,000	233,000	1,587,000	25%	
11	760,000	262,000	685,000	339,000	255,000	2,301,000	36%	SCHOOL BACK ON LINE 1 15PM
12	461,000	321,000	185,000	306,000	229,000	1,502,000	24%	
13	959,000	566,000	173,000	196,000	147,000	2,041,000	32%	
14	579,000	349,000	120,000	168,000	126,000	1,342,000	21%	
15	637,000	369,000	80,000	313,000	236,000	1,635,000	26%	
16	595,000	344,000	76,000	367,000	276,000	1,658,000	26%	
17	525,000	305,000	70,000	345,000	259,000	1,504,000	24%	
18	491,000	270,000	80,000	342,000	257,000	1,440,000	23%	
19	692,000	389,000	104,000	357,000	268,000	1,810,000	28%	
20	743,000	443,000	81,000	160,000	120,000	1,547,000	24%	
21	577,000	340,000	129,000	341,000	258,000	1,645,000	26%	
22	571,000	323,000	45,000	369,000	276,000	1,584,000	25%	
23	608,000	355,000	111,000	182,000	137,000	1,393,000	22%	
24	504,000	280,000	54,000	409,000	307,000	1,554,000	24%	
25	413,000	236,000	242,000	358,000	270,000	1,519,000	24%	
26	419,000	240,000	285,000	283,000	211,000	1,438,000	23%	
27	515,000	301,000	286,000	330,000	248,000	1,680,000	26%	
28	418,000	238,000	259,000	359,000	270,000	1,544,000	24%	
29	518,000	289,000	269,000	336,000	252,000	1,664,000	26%	
30	705,000	408,000	216,000	262,000	198,000	1,789,000	28%	
31	458,000	264,000	245,000	323,000	242,000	1,532,000	24%	
TOTALS	12,148,000	10,602,000	10,609,000	9,336,000	7,004,000	49,699,000	25%	

Direct Testimony of John Escamilla

Ex. JE-10

760,000 GALLONS FOR FLUSHING (LOST & UNACCOUNTED FOR WATER & SAMPLING OF THE SCHOOL BACK ON LINE)



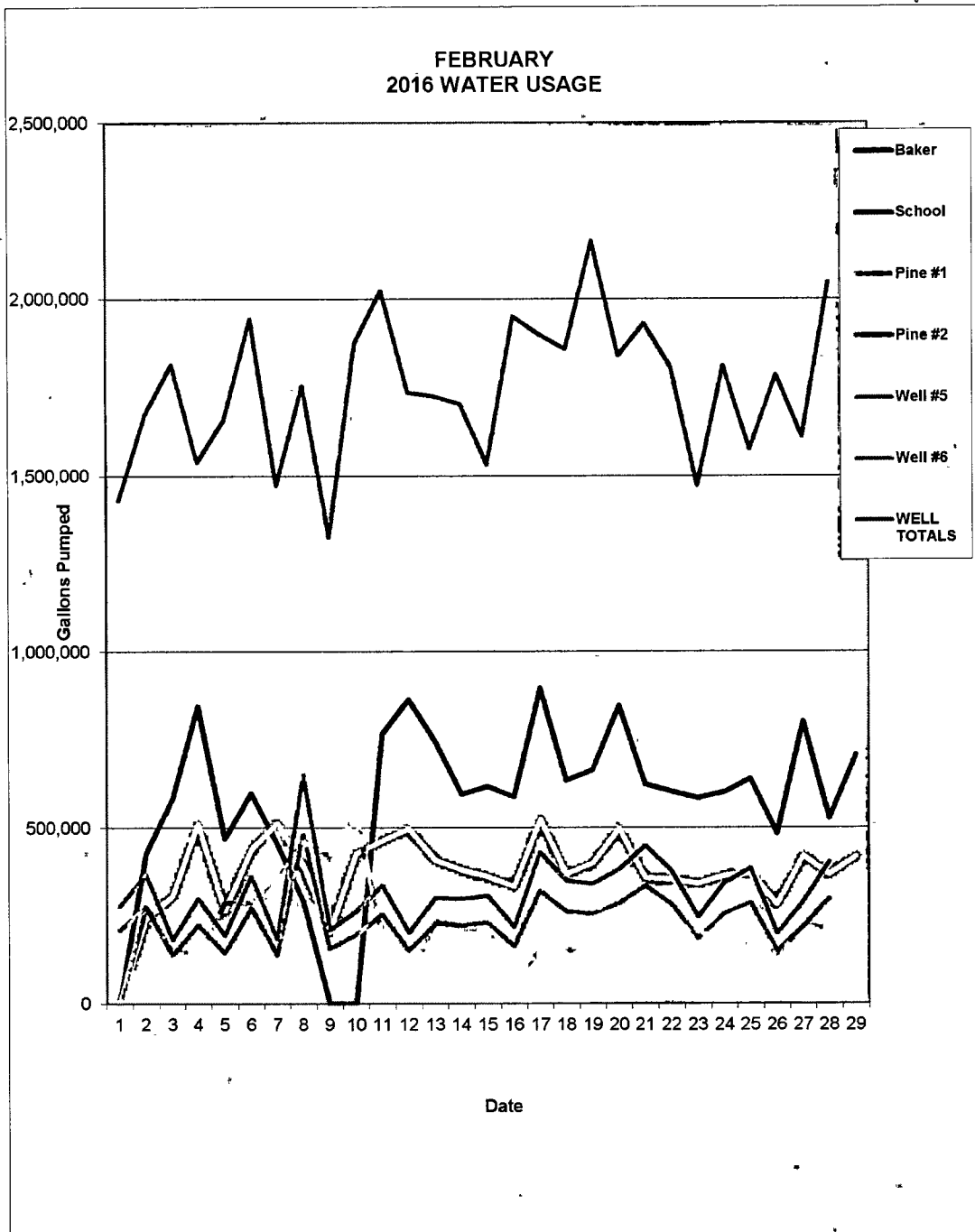
Direct Testimony of John Escamilla

Ex. JE-10

Feb-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	426,000	243,000	275,000	277,000	208,000	1,429,000	22%	
2	581,000	305,000	145,000	367,000	275,000	1,673,000	26%	
3	846,000	511,000	137,000	182,000	137,000	1,813,000	29%	
4	469,000	264,000	285,000	298,000	223,000	1,539,000	24%	
5	598,000	437,000	286,000	193,000	144,000	1,658,000	26%	
6	451,000	512,000	347,000	362,000	272,000	1,944,000	31%	
7	291,000	394,000	465,000	183,000	138,000	1,471,000	23%	
8	0	203,000	419,000	650,000	482,000	1,754,000	28%	
9	0	426,000	535,000	209,000	156,000	1,326,000	21%	
10	766,000	463,000	188,000	261,000	196,000	1,874,000	29%	
11	864,000	496,000	74,000	336,000	253,000	2,023,000	32%	
12	745,000	408,000	231,000	202,000	150,000	1,736,000	27%	
13	596,000	379,000	222,000	300,000	227,000	1,724,000	27%	
14	617,000	361,000	205,000	297,000	222,000	1,702,000	27%	
15	588,000	333,000	75,000	306,000	230,000	1,532,000	24%	
16	896,000	523,000	150,000	217,000	163,000	1,949,000	31%	
17	634,000	369,000	145,000	430,000	321,000	1,899,000	30%	
18	664,000	398,000	186,000	349,000	261,000	1,858,000	29%	
19	847,000	496,000	225,000	341,000	255,000	2,164,000	34%	
20	624,000	358,000	189,000	382,000	285,000	1,838,000	29%	
21	603,000	353,000	191,000	448,000	334,000	1,929,000	30%	
22	585,000	340,000	225,000	376,000	282,000	1,808,000	28%	
23	602,000	364,000	75,000	246,000	184,000	1,471,000	23%	
24	639,000	370,000	204,000	343,000	255,000	1,811,000	28%	
25	482,000	281,000	141,000	384,000	286,000	1,574,000	25%	
26	801,000	419,000	220,000	198,000	148,000	1,786,000	28%	
27	526,000	367,000	212,000	287,000	218,000	1,610,000	25%	
28	706,000	417,000	220,000	404,000	299,000	2,046,000	32%	
29	132,000	75,000	74,000	757,000	559,000	1,597,000	25%	
TOTALS:	16,579,000	10,865,000	6,346,000	9,585,000	7,163,000	50,538,000	27%	

Direct Testimony of John Escamilla

Ex. JE-10



**Direct Testimony of John Escamilla**

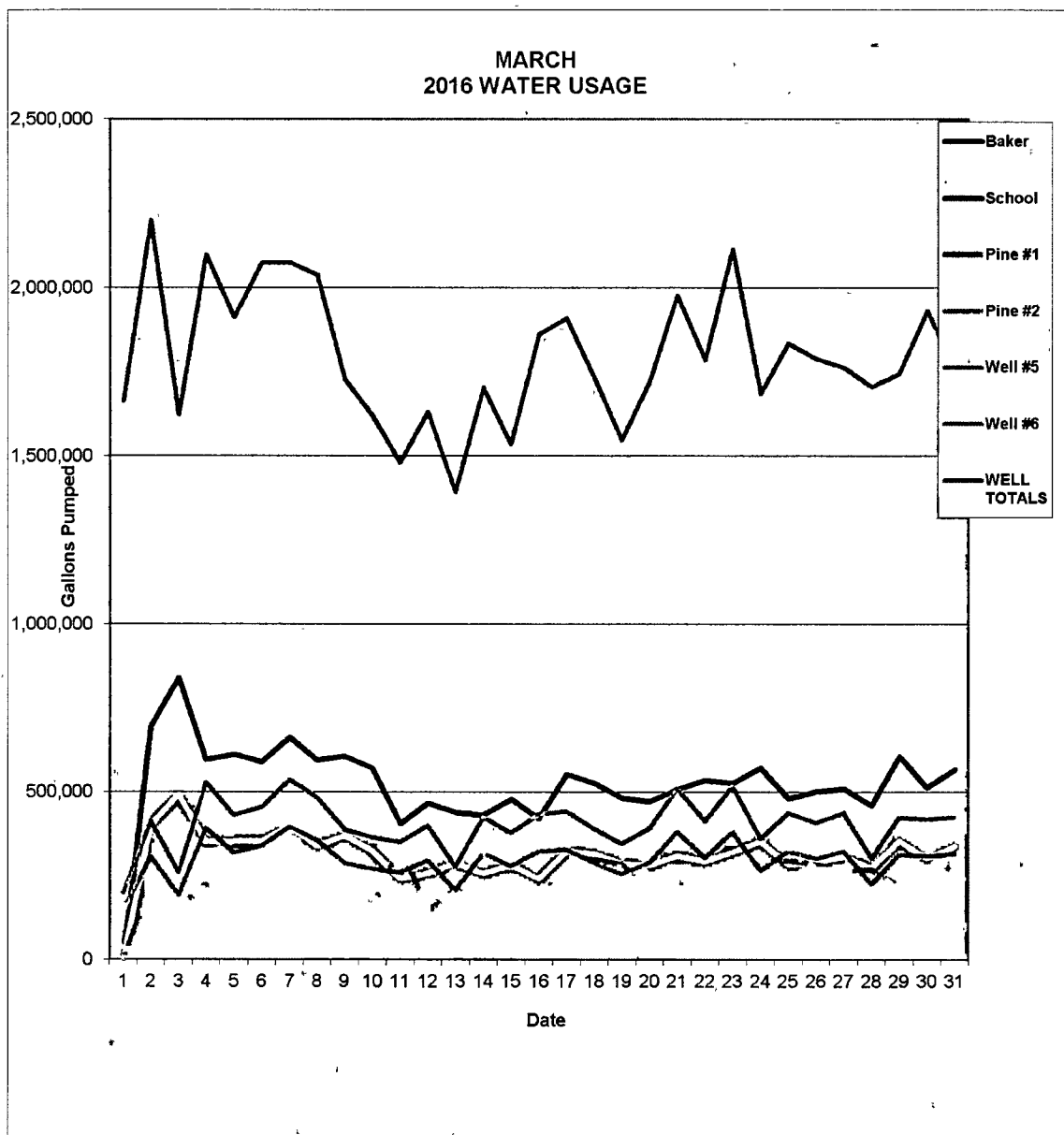
**Ex. JE-10**



Mar-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	694,000	399,000	223,000	199,000	147,000	1,662,000	26%	
2	839,000	492,000	152,000	411,000	307,000	2,201,000	35%	
3	595,000	351,000	224,000	260,000	193,000	1,623,000	26%	
4	610,000	352,000	218,000	527,000	392,000	2,099,000	33%	
5	588,000	352,000	222,000	430,000	319,000	1,911,000	30%	
6	662,000	397,000	222,000	455,000	338,000	2,074,000	33%	
7	593,000	339,000	210,000	536,000	397,000	2,075,000	33%	
8	605,000	369,000	225,000	483,000	356,000	2,038,000	32%	
9	569,000	324,000	157,000	388,000	288,000	1,726,000	27%	
10	405,000	241,000	340,000	364,000	270,000	1,620,000	25%	
11	465,000	257,000	145,000	351,000	261,000	1,479,000	23%	
12	438,000	288,000	209,000	400,000	296,000	1,631,000	26%	
13	430,000	256,000	224,000	277,000	206,000	1,393,000	22%	
14	478,000	280,000	201,000	425,000	318,000	1,702,000	27%	
15	420,000	241,000	217,000	378,000	279,000	1,535,000	24%	
16	553,000	323,000	227,000	434,000	324,000	1,861,000	29%	
17	525,000	316,000	297,000	443,000	328,000	1,909,000	30%	
18	481,000	286,000	284,000	390,000	290,000	1,731,000	27%	
19	471,000	280,000	193,000	346,000	256,000	1,546,000	24%	
20	507,000	310,000	224,000	391,000	290,000	1,722,000	27%	
21	533,000	293,000	259,000	511,000	381,000	1,977,000	31%	
22	525,000	322,000	220,000	413,000	305,000	1,785,000	28%	
23	572,000	352,000	292,000	517,000	381,000	2,114,000	33%	
24	479,000	284,000	295,000	360,000	266,000	1,684,000	26%	
25	500,000	290,000	283,000	438,000	323,000	1,834,000	29%	
26	508,000	307,000	263,000	408,000	301,000	1,787,000	28%	
27	459,000	273,000	269,000	438,000	324,000	1,763,000	28%	
28	605,000	353,000	220,000	303,000	224,000	1,705,000	27%	
29	512,000	303,000	191,000	423,000	314,000	1,743,000	27%	
30	566,000	338,000	299,000	419,000	309,000	1,931,000	30%	
31	457,000	273,000	288,000	426,000	315,000	1,759,000	28%	
TOTALS:	16,644,000	9,841,000	7,293,000	12,544,000	9,298,000	55,620,000	28%	

Direct Testimony of John Escamilla

Ex. JE-10.



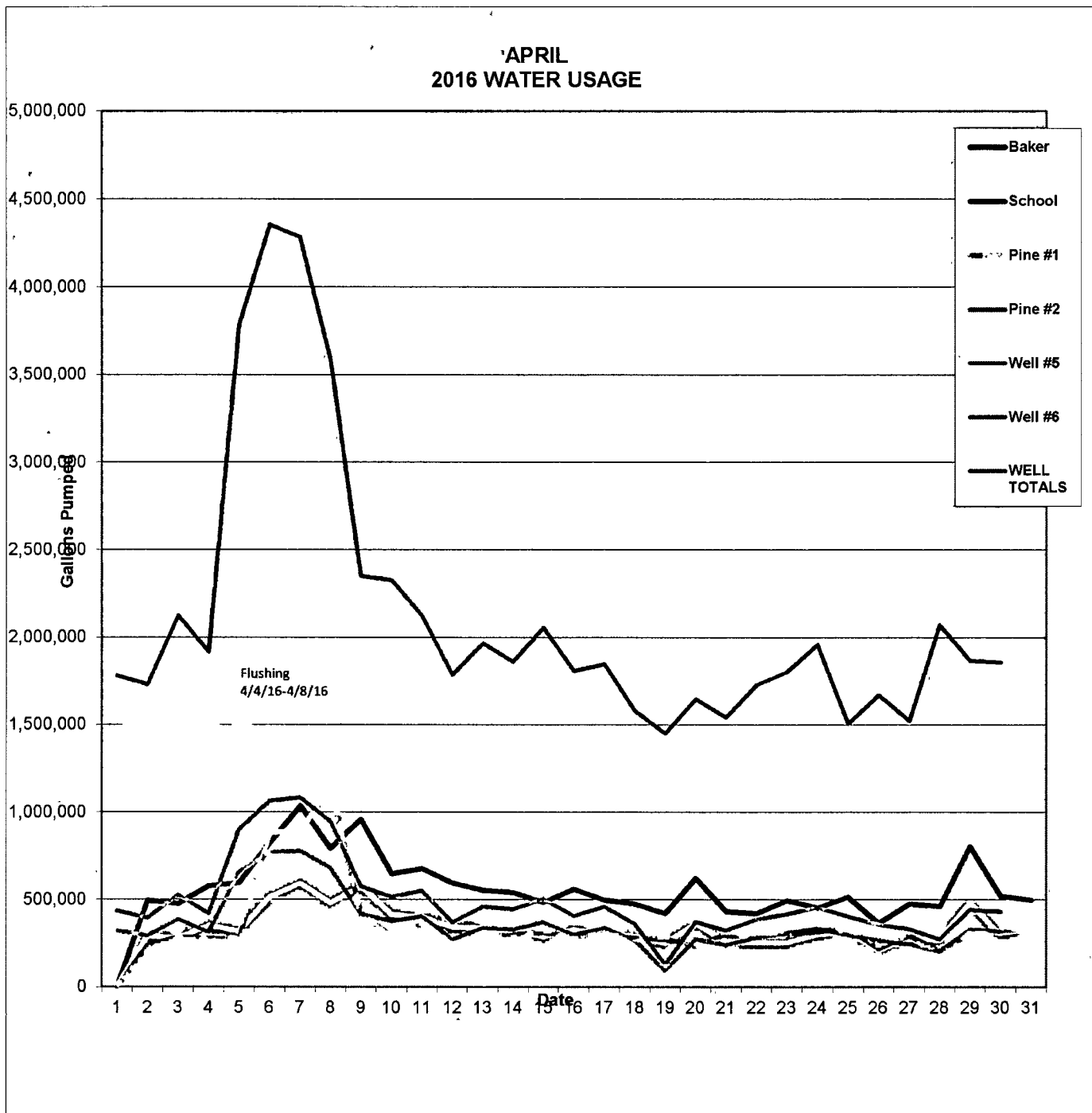
**Direct Testimony of John Escamilla**

**Ex. JE-10**

Apr-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	495,000	292,000	236,000	435,000	321,000	1,779,000	28%	
2	476,000	280,000	286,000	396,000	292,000	1,730,000	27%	
3	579,000	353,000	278,000	526,000	388,000	2,124,000	33%	
4	595,000	319,000	268,000	421,000	312,000	1,915,000	30%	FLUSHING
5	824,000	516,000	884,000	901,000	656,000	3,781,000	59%	FLUSHING
6	1,037,000	594,000	891,000	1,063,000	767,000	4,352,000	68%	FLUSHING
7	792,000	482,000	1,148,000	1,083,000	778,000	4,283,000	67%	FLUSHING
8	959,000	576,000	417,000	948,000	681,000	3,581,000	56%	FLUSHING
9	649,000	415,000	294,000	576,000	418,000	2,352,000	37%	
10	676,000	402,000	357,000	514,000	376,000	2,325,000	37%	
11	595,000	343,000	232,000	551,000	403,000	2,124,000	33%	
12	554,000	338,000	250,000	370,000	272,000	1,784,000	28%	
13	541,000	324,000	302,000	460,000	338,000	1,965,000	31%	
14	484,000	289,000	314,000	445,000	328,000	1,860,000	29%	
15	559,000	330,000	292,000	504,000	370,000	2,055,000	32%	
16	499,000	303,000	301,000	406,000	299,000	1,808,000	28%	
17	477,000	292,000	281,000	459,000	338,000	1,847,000	29%	
18	421,000	251,000	275,000	363,000	269,000	1,579,000	25%	
19	625,000	362,000	235,000	130,000	97,000	1,449,000	23%	
20	432,000	262,000	304,000	374,000	275,000	1,647,000	26%	
21	420,000	254,000	303,000	323,000	241,000	1,541,000	24%	
22	497,000	255,000	305,000	386,000	284,000	1,727,000	27%	
23	455,000	302,000	319,000	417,000	310,000	1,803,000	28%	
24	515,000	315,000	334,000	457,000	335,000	1,956,000	31%	
25	365,000	214,000	223,000	404,000	300,000	1,506,000	24%	
26	477,000	277,000	294,000	356,000	265,000	1,669,000	26%	
27	464,000	272,000	208,000	332,000	245,000	1,521,000	24%	
28	803,000	485,000	306,000	274,000	204,000	2,072,000	33%	
29	520,000	293,000	281,000	443,000	328,000	1,865,000	29%	
30	499,000	302,000	305,000	432,000	319,000	1,857,000	29%	
TOTALS:	17,284,000	10,292,000	10,723,000	14,749,000	10,809,000	63,857,000	33%	

Direct Testimony of John Escamilla

Ex. JE-10



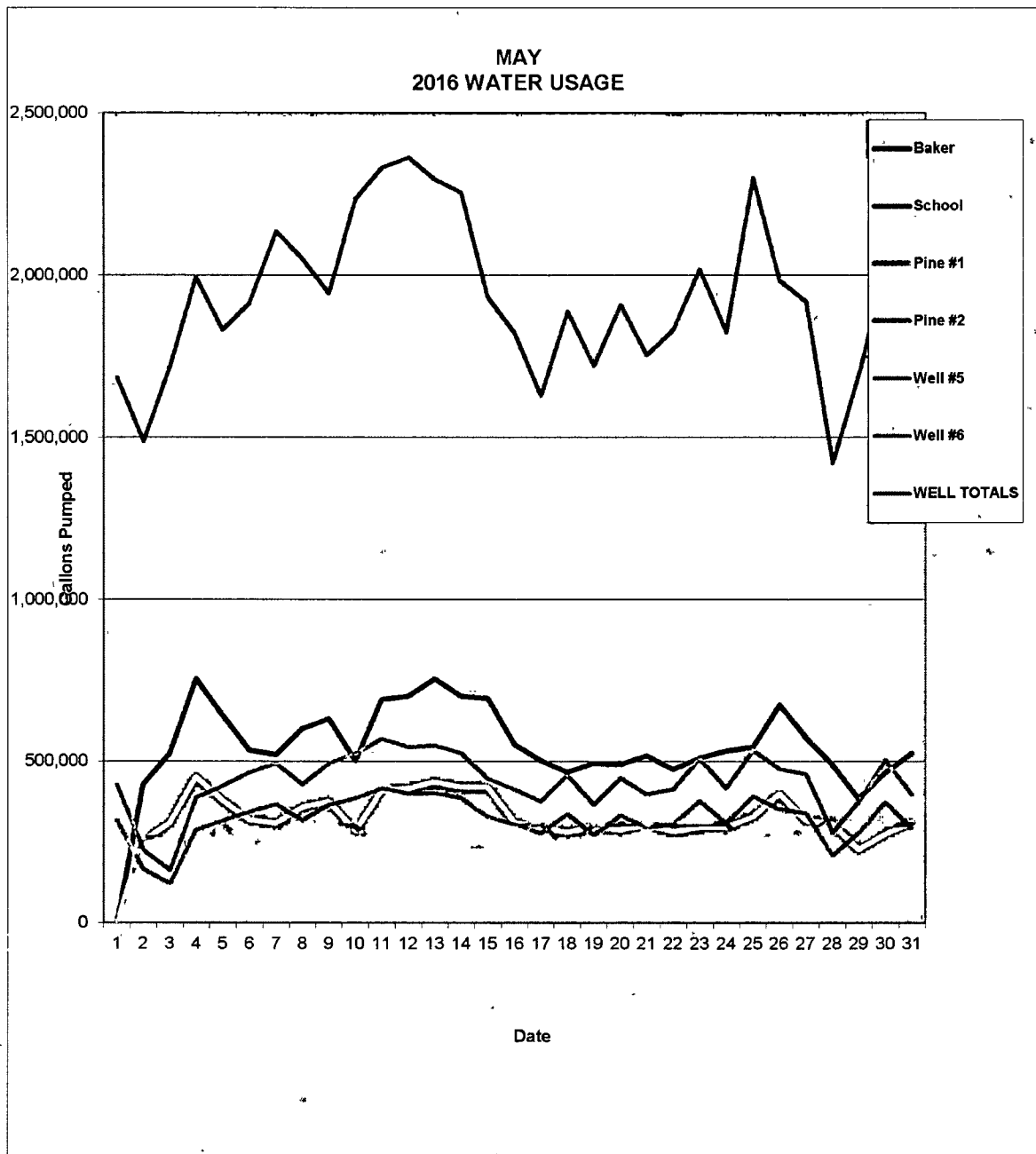
Direct Testimony of John Escamilla

Ex. JE-10

May-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	428,000	254,000	260,000	427,000	316,000	1,685,000	26%	
2	524,000	308,000	266,000	224,000	165,000	1,487,000	23%	
3	754,000	451,000	230,000	163,000	121,000	1,719,000	27%	
4	640,000	378,000	303,000	386,000	288,000	1,995,000	31%	
5	534,000	317,000	240,000	424,000	315,000	1,830,000	29%	
6	520,000	308,000	278,000	465,000	343,000	1,914,000	30%	
7	601,000	357,000	317,000	494,000	366,000	2,135,000	34%	
8	630,000	374,000	301,000	428,000	317,000	2,050,000	32%	
9	502,000	284,000	298,000	493,000	365,000	1,942,000	31%	
10	691,000	408,000	227,000	524,000	385,000	2,235,000	35%	
11	700,000	416,000	231,000	568,000	417,000	2,332,000	37%	
12	754,000	437,000	229,000	543,000	400,000	2,363,000	37%	
13	700,000	419,000	226,000	548,000	402,000	2,295,000	36%	
14	694,000	419,000	231,000	525,000	386,000	2,255,000	35%	
15	552,000	310,000	295,000	446,000	328,000	1,931,000	30%	
16	502,000	294,000	308,000	413,000	305,000	1,822,000	29%	ROLLOVER WELL #5
17	466,000	280,000	229,000	375,000	278,000	1,628,000	26%	
18	493,000	298,000	303,000	457,000	336,000	1,887,000	30%	
19	489,000	288,000	306,000	365,000	271,000	1,719,000	27%	
20	517,000	304,000	305,000	449,000	332,000	1,907,000	30%	
21	474,000	283,000	302,000	399,000	296,000	1,754,000	28%	
22	510,000	296,000	305,000	414,000	305,000	1,830,000	29%	
23	531,000	295,000	306,000	509,000	377,000	2,018,000	32%	
24	544,000	328,000	227,000	416,000	308,000	1,823,000	29%	
25	673,000	400,000	302,000	533,000	392,000	2,300,000	36%	
26	571,000	315,000	268,000	476,000	352,000	1,982,000	31%	
27	490,000	305,000	324,000	460,000	339,000	1,918,000	30%	
28	383,000	227,000	322,000	280,000	209,000	1,421,000	22%	
29	465,000	274,000	303,000	377,000	279,000	1,698,000	27%	
30	525,000	311,000	305,000	504,000	373,000	2,018,000	32%	
31	505,000	292,000	278,000	396,000	293,000	1,764,000	28%	
TOTALS:	17,362,000	10,230,000	8,625,000	13,481,000	9,959,000	59,657,000	30%	

Direct Testimony of John Escamilla

Ex. JE-10



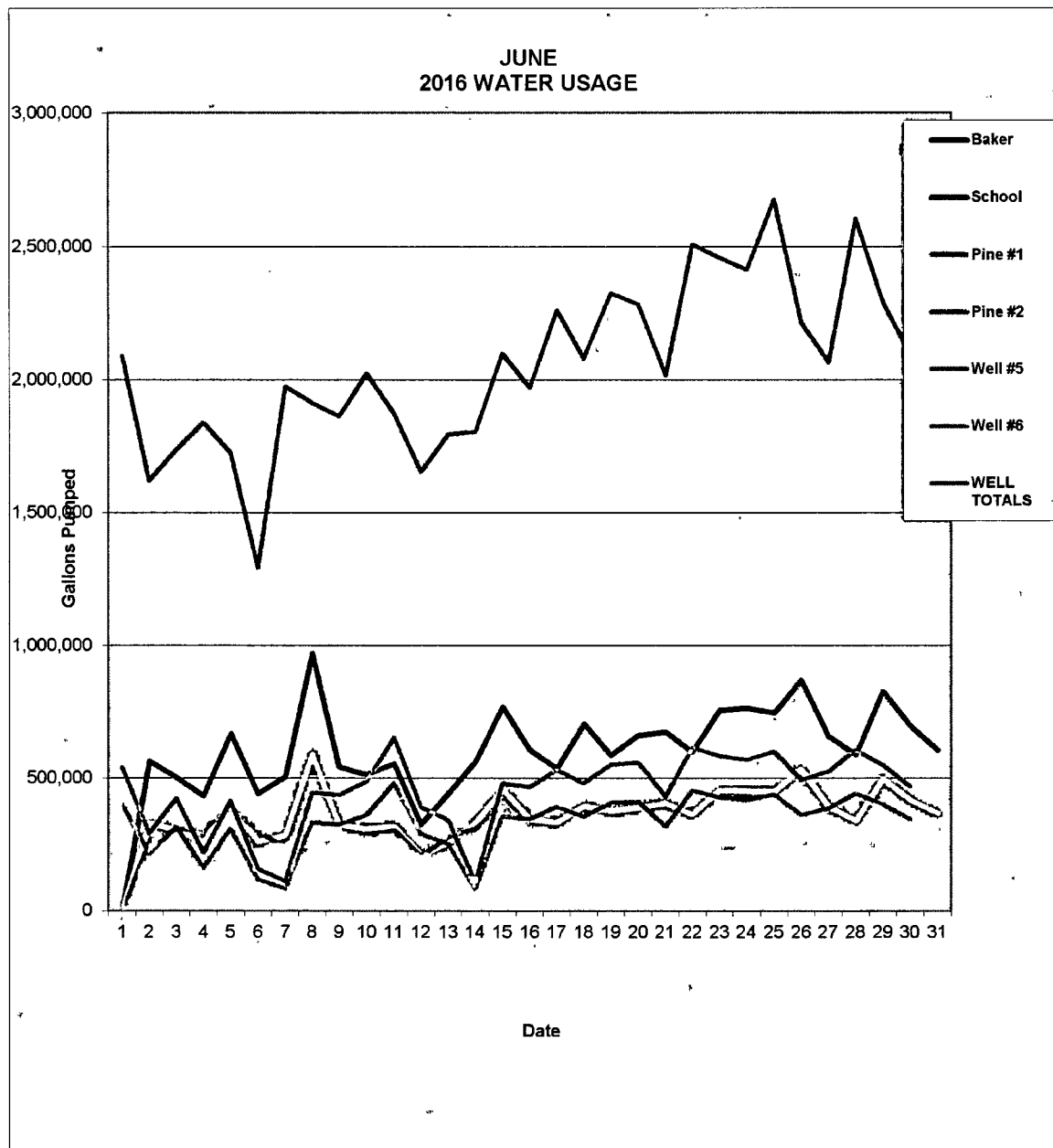
**Direct Testimony of John Escamilla**

**Ex. JE-10**

Jun-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	563,000	330,000	256,000	540,000	400,000	2,089,000	33%	
2	502,000	304,000	306,000	291,000	217,000	1,620,000	25%	
3	433,000	258,000	308,000	424,000	314,000	1,737,000	27%	
4	667,000	402,000	389,000	218,000	161,000	1,837,000	29%	
5	441,000	260,000	303,000	413,000	308,000	1,725,000	27%	
6	503,000	284,000	231,000	158,000	117,000	1,293,000	20%	
7	969,000	590,000	220,000	112,000	84,000	1,975,000	31%	
8	542,000	323,000	272,000	445,000	331,000	1,913,000	30%	
9	511,000	309,000	278,000	437,000	325,000	1,860,000	29%	
10	553,000	319,000	301,000	488,000	362,000	2,023,000	32%	
11	324,000	209,000	206,000	653,000	480,000	1,872,000	29%	
12	440,000	256,000	279,000	390,000	289,000	1,654,000	26%	
13	560,000	330,000	308,000	343,000	253,000	1,794,000	28%	
14	768,000	458,000	390,000	108,000	81,000	1,805,000	28%	
15	607,000	347,000	309,000	480,000	356,000	2,099,000	33%	
16	535,000	334,000	289,000	466,000	346,000	1,970,000	31%	
17	706,000	395,000	239,000	531,000	392,000	2,263,000	36%	
18	585,000	376,000	283,000	481,000	355,000	2,080,000	33%	
19	660,000	389,000	318,000	551,000	407,000	2,325,000	37%	
20	674,000	404,000	237,000	558,000	411,000	2,284,000	36%	
21	597,000	362,000	309,000	430,000	318,000	2,016,000	32%	
22	756,000	456,000	227,000	616,000	453,000	2,508,000	39%	
23	763,000	450,000	232,000	584,000	429,000	2,458,000	39%	
24	746,000	448,000	231,000	570,000	418,000	2,413,000	38%	
25	870,000	533,000	233,000	600,000	439,000	2,675,000	42%	
26	657,000	393,000	308,000	494,000	361,000	2,213,000	35%	
27	587,000	339,000	227,000	525,000	386,000	2,064,000	32%	
28	826,000	495,000	234,000	607,000	443,000	2,605,000	41%	
29	697,000	417,000	227,000	548,000	401,000	2,290,000	36%	
30	604,000	366,000	309,000	469,000	344,000	2,092,000	33%	
TOTALS:	18,646,000	11,136,000	8,259,000	13,530,000	9,981,000	61,552,000	32%	

Direct Testimony of John Escamilla

Ex. JE-10



**Direct Testimony of John Escamilla**

**Ex. JE-10**



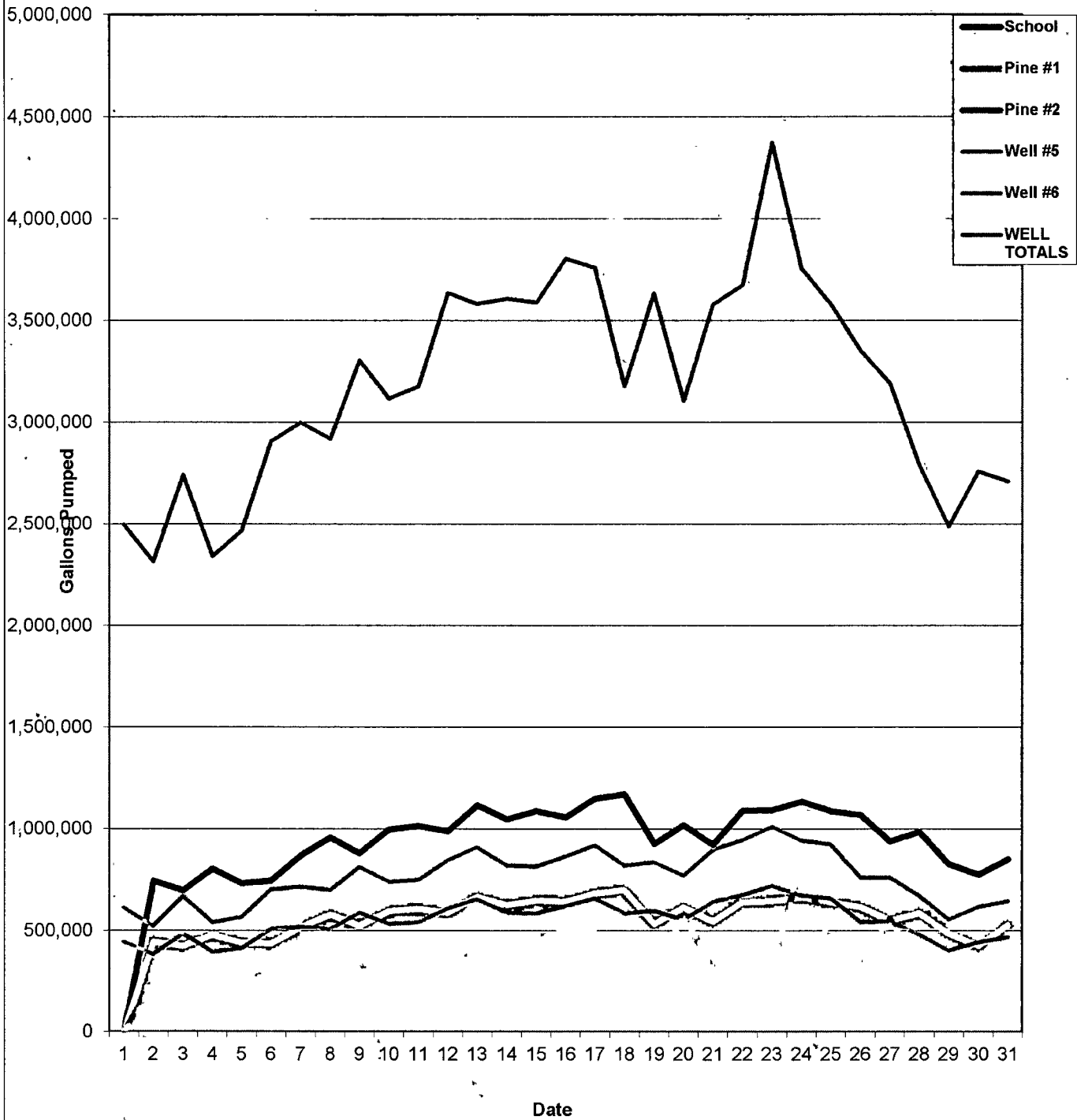
Jul-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	744,000	445,000	252,000	610,000	446,000	2,497,000	39%	
2	696,000	424,000	290,000	522,000	383,000	2,315,000	36%	
3	804,000	478,000	305,000	668,000	485,000	2,740,000	43%	
4	733,000	441,000	229,000	541,000	396,000	2,340,000	37%	
5	744,000	436,000	308,000	566,000	411,000	2,465,000	39%	
6	870,000	517,000	310,000	701,000	509,000	2,907,000	46%	
7	956,000	579,000	232,000	714,000	517,000	2,998,000	47%	
8	880,000	524,000	310,000	699,000	506,000	2,919,000	46%	
9	997,000	595,000	312,000	812,000	587,000	3,303,000	52%	
10	1,014,000	606,000	228,000	738,000	532,000	3,118,000	49%	
11	987,000	587,000	315,000	747,000	539,000	3,175,000	50%	
12	1,115,000	667,000	401,000	845,000	608,000	3,636,000	57%	
13	1,047,000	626,000	347,000	908,000	653,000	3,581,000	56%	
14	1,087,000	647,000	466,000	818,000	588,000	3,606,000	57%	
15	1,056,000	642,000	492,000	814,000	585,000	3,589,000	56%	
16	1,148,000	683,000	488,000	864,000	620,000	3,803,000	60%	
17	1,171,000	699,000	311,000	918,000	659,000	3,758,000	59%	
18	926,000	533,000	314,000	818,000	586,000	3,177,000	50%	
19	1,018,000	613,000	569,000	835,000	597,000	3,632,000	57%	
20	922,000	545,000	316,000	770,000	553,000	3,106,000	49%	
21	1,090,000	639,000	311,000	897,000	642,000	3,579,000	56%	
22	1,092,000	645,000	316,000	945,000	675,000	3,673,000	58%	
23	1,135,000	664,000	843,000	1,010,000	720,000	4,372,000	69%	
24	1,087,000	641,000	416,000	941,000	672,000	3,757,000	59%	
25	1,067,000	616,000	314,000	924,000	659,000	3,580,000	56%	
26	938,000	550,000	560,000	759,000	543,000	3,350,000	53%	
27	986,000	585,000	316,000	759,000	545,000	3,191,000	50%	
28	827,000	485,000	326,000	670,000	481,000	2,789,000	44%	
29	775,000	428,000	326,000	555,000	403,000	2,487,000	39%	
30	851,000	529,000	320,000	615,000	442,000	2,757,000	43%	
31	813,000	460,000	326,000	644,000	468,000	2,711,000	43%	
TOTALS:	29,576,000	17,529,000	11,169,000	23,627,000	17,010,000	98,911,000	50%	

Direct Testimony of John Escamilla

COT1022

Ex. JE-10

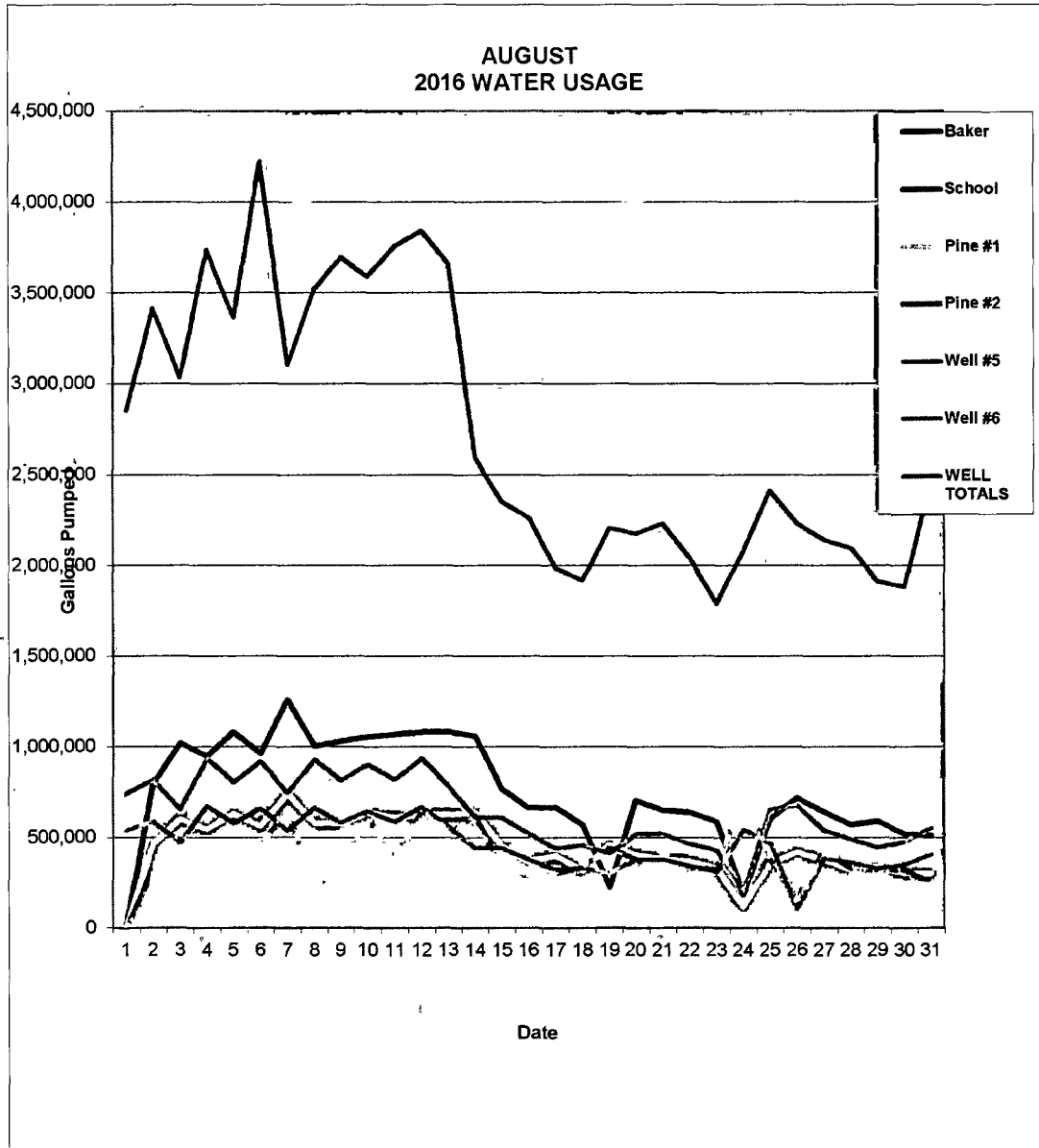
# **JULY 2016 WATER USAGE**



Aug-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	797,000	463,000	309,000	742,000	536,000	2,847,000	45%	
2	1,019,000	601,000	392,000	816,000	587,000	3,415,000	54%	
3	950,000	545,000	416,000	653,000	469,000	3,033,000	48%	
4	1,081,000	632,000	418,000	934,000	672,000	3,737,000	59%	
5	963,000	561,000	461,000	802,000	575,000	3,362,000	53%	
6	1,261,000	741,000	643,000	919,000	659,000	4,223,000	66%	
7	1,002,000	579,000	238,000	747,000	536,000	3,102,000	49%	
8	1,028,000	577,000	316,000	930,000	665,000	3,516,000	55%	
9	1,055,000	637,000	613,000	811,000	579,000	3,695,000	58%	
10	1,067,000	608,000	366,000	901,000	645,000	3,587,000	56%	
11	1,081,000	624,000	647,000	819,000	585,000	3,756,000	59%	
12	1,085,000	624,000	530,000	935,000	668,000	3,842,000	60%	
13	1,057,000	637,000	622,000	781,000	558,000	3,655,000	57%	
14	768,000	451,000	321,000	612,000	440,000	2,592,000	41%	
15	665,000	369,000	265,000	610,000	442,000	2,351,000	37%	
16	667,000	400,000	302,000	517,000	376,000	2,262,000	36%	
17	572,000	317,000	334,000	441,000	322,000	1,986,000	31%	
18	226,000	460,000	442,000	456,000	332,000	1,916,000	30%	
19	705,000	406,000	379,000	412,000	302,000	2,204,000	35%	
20	652,000	381,000	246,000	519,000	377,000	2,175,000	34%	
21	637,000	366,000	331,000	518,000	380,000	2,232,000	35%	
22	586,000	331,000	323,000	462,000	339,000	2,041,000	32%	
23	186,000	117,000	745,000	427,000	312,000	1,787,000	28%	
24	603,000	358,000	380,000	207,000	542,000	2,090,000	33%	
25	720,000	419,000	152,000	654,000	468,000	2,413,000	38%	
26	643,000	377,000	434,000	675,000	103,000	2,232,000	35%	
27	570,000	322,000	327,000	537,000	386,000	2,142,000	34%	
28	590,000	335,000	321,000	489,000	359,000	2,094,000	33%	
29	518,000	300,000	323,000	444,000	326,000	1,911,000	30%	
30	510,000	301,000	243,000	477,000	350,000	1,881,000	30%	
31	736,000	369,000	407,000	550,000	404,000	2,466,000	39%	
TOTALS:	24,000,000	14,208,000	12,246,000	19,797,000	14,294,000	84,545,000	43%	

Direct Testimony of John Escamilla

Ex. JE-10



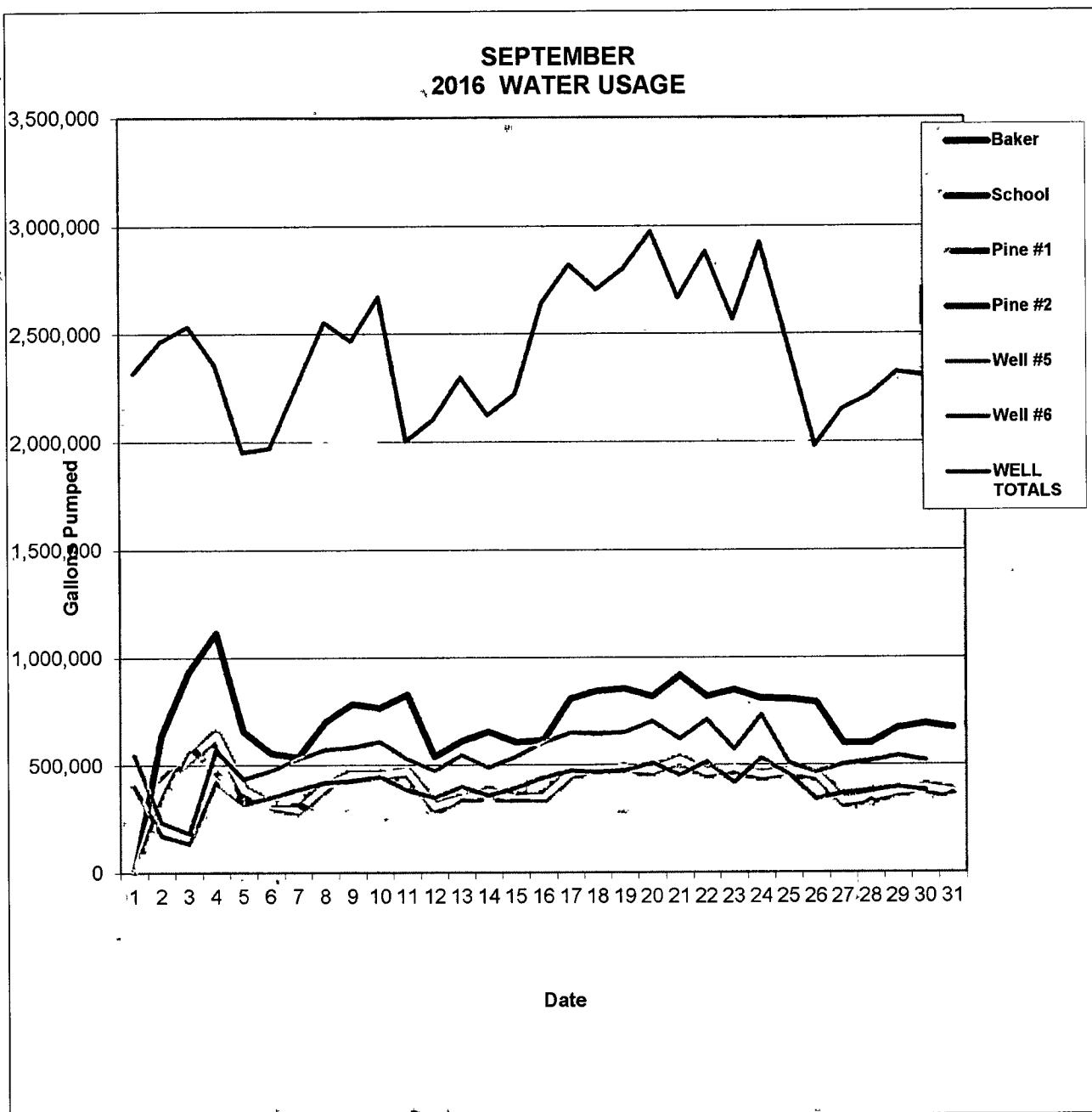
Direct Testimony of John Escamilla

Ex. JE-10

Sep-16,	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	637,000	408,000	326,000	547,000	400,000	2,318,000	36%	
2	935,000	534,000	592,000	233,000	172,000	2,466,000	39%	
3	1,113,000	640,000	466,000	182,000	134,000	2,535,000	40%	
4	656,000	386,000	325,000	570,000	419,000	2,356,000	37%	
5	556,000	318,000	323,000	435,000	320,000	1,952,000	31%	
6	535,000	292,000	321,000	475,000	349,000	1,972,000	31%	
7	700,000	403,000	242,000	530,000	388,000	2,263,000	36%	
8	784,000	456,000	321,000	573,000	419,000	2,553,000	40%	
9	764,000	454,000	242,000	582,000	425,000	2,467,000	39%	
10	828,000	471,000	321,000	609,000	444,000	2,673,000	42%	
11	538,000	307,000	242,000	529,000	386,000	2,002,000	31%	
12	610,000	344,000	328,000	473,000	348,000	2,103,000	33%	
13	655,000	375,000	323,000	547,000	400,000	2,300,000	36%	
14	606,000	344,000	326,000	489,000	358,000	2,123,000	33%	
15	616,000	350,000	325,000	538,000	394,000	2,223,000	35%	
16	808,000	459,000	333,000	603,000	441,000	2,644,000	42%	
17	845,000	480,000	372,000	651,000	474,000	2,822,000	44%	
18	854,000	485,000	254,000	644,000	468,000	2,705,000	43%	
19	818,000	475,000	383,000	653,000	474,000	2,803,000	44%	
20	916,000	521,000	323,000	703,000	509,000	2,972,000	47%	
21	817,000	464,000	311,000	622,000	452,000	2,666,000	42%	
22	850,000	485,000	320,000	711,000	516,000	2,882,000	45%	
23	809,000	452,000	318,000	573,000	417,000	2,569,000	40%	
24	805,000	471,000	382,000	732,000	532,000	2,922,000	46%	
25	791,000	455,000	243,000	509,000	454,000	2,452,000	39%	
26	602,000	329,000	242,000	466,000	341,000	1,980,000	31%	
27	602,000	349,000	328,000	503,000	369,000	2,151,000	34%	
28	672,000	378,000	263,000	518,000	380,000	2,211,000	35%	
29	689,000	391,000	306,000	541,000	396,000	2,323,000	37%	
30	671,000	373,000	363,000	520,000	380,000	2,307,000	36%	
TOTALS:	22,082,000	12,649,000	9,764,000	16,261,000	11,959,000	72,715,000	38%	

Direct Testimony of John Escamilla

Ex. JE-10



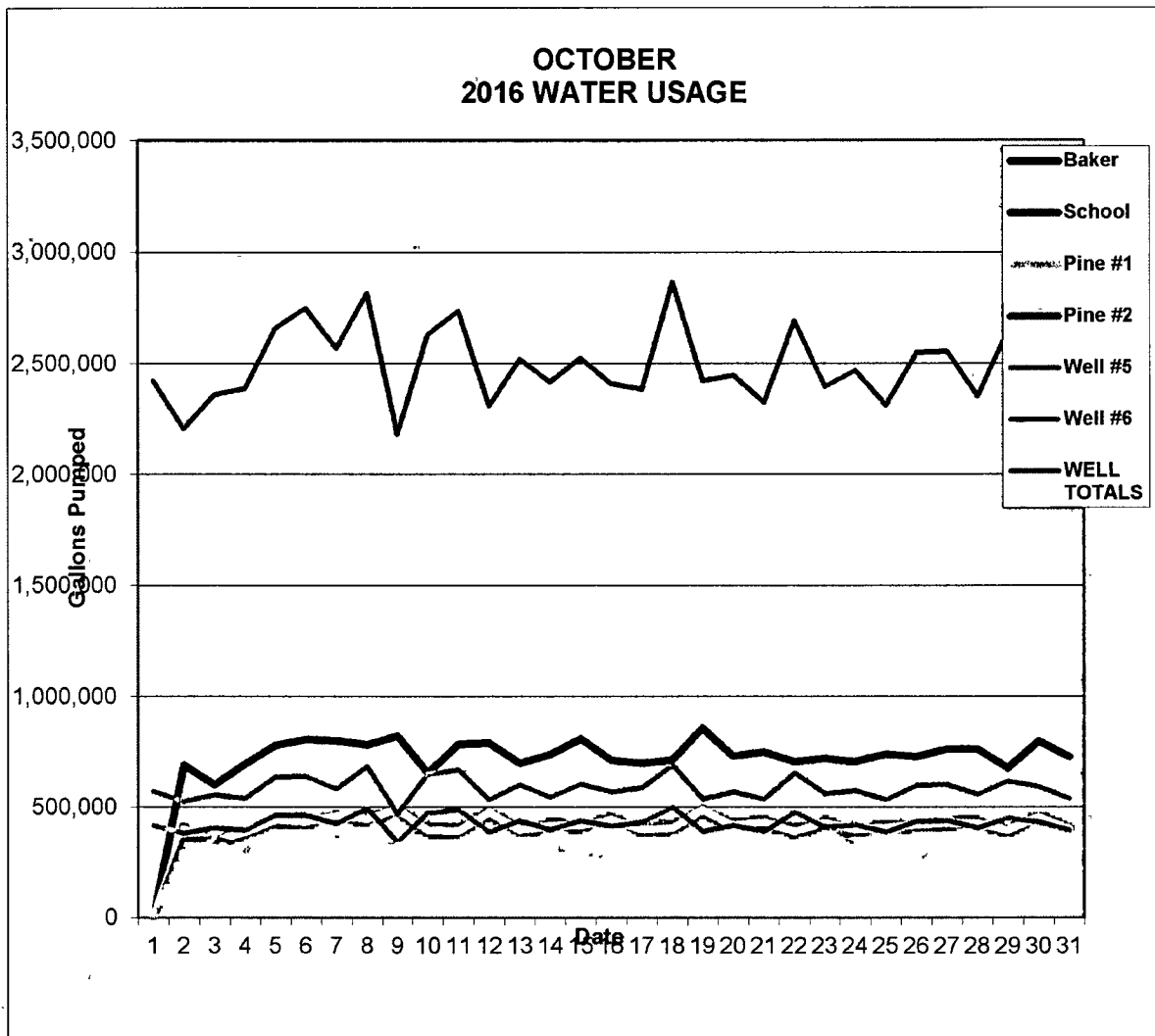
Direct Testimony of John Escamilla

Ex. JE-10

Oct-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	690,000	399,000	348,000	570,000	418,000	2,425,000	38%	
2	601,000	346,000	353,000	524,000	383,000	2,207,000	35%	
3	695,000	389,000	313,000	556,000	407,000	2,360,000	37%	
4	780,000	442,000	231,000	539,000	395,000	2,387,000	38%	
5	806,000	435,000	318,000	635,000	463,000	2,657,000	42%	
6	800,000	462,000	385,000	638,000	464,000	2,749,000	43%	
7	781,000	449,000	328,000	583,000	426,000	2,567,000	40%	
8	824,000	490,000	322,000	684,000	497,000	2,817,000	44%	
9	655,000	396,000	321,000	468,000	343,000	2,183,000	34%	
10	786,000	395,000	324,000	650,000	474,000	2,629,000	41%	
11	790,000	477,000	313,000	669,000	487,000	2,736,000	43%	
12	698,000	396,000	293,000	533,000	389,000	2,309,000	36%	
13	739,000	418,000	322,000	600,000	439,000	2,518,000	40%	
14	809,000	419,000	245,000	545,000	398,000	2,416,000	38%	
15	713,000	446,000	322,000	603,000	440,000	2,524,000	40%	
16	700,000	399,000	325,000	568,000	415,000	2,407,000	38%	
17	716,000	407,000	242,000	588,000	430,000	2,383,000	37%	
18	859,000	489,000	325,000	690,000	502,000	2,865,000	45%	
19	730,000	419,000	346,000	535,000	391,000	2,421,000	38%	
20	751,000	433,000	276,000	569,000	417,000	2,446,000	38%	
21	707,000	392,000	301,000	536,000	390,000	2,326,000	37%	
22	720,000	431,000	408,000	656,000	476,000	2,691,000	42%	
23	706,000	400,000	322,000	560,000	408,000	2,396,000	38%	
24	740,000	409,000	324,000	574,000	421,000	2,468,000	39%	
25	727,000	420,000	243,000	534,000	388,000	2,312,000	36%	
26	764,000	429,000	324,000	597,000	435,000	2,549,000	40%	
27	764,000	428,000	324,000	600,000	438,000	2,554,000	40%	
28	677,000	397,000	312,000	558,000	407,000	2,351,000	37%	
29	798,000	455,000	326,000	616,000	449,000	2,644,000	42%	
30	728,000	401,000	243,000	594,000	433,000	2,399,000	38%	
31	693,000	399,000	307,000	540,000	395,000	2,334,000	37%	
TOTALS:	22,947,000	13,067,000	9,686,000	18,112,000	13,218,000	77,030,000	39%	

Direct Testimony of John Escamilla

Ex. JE-10



**Direct Testimony of John Escamilla**

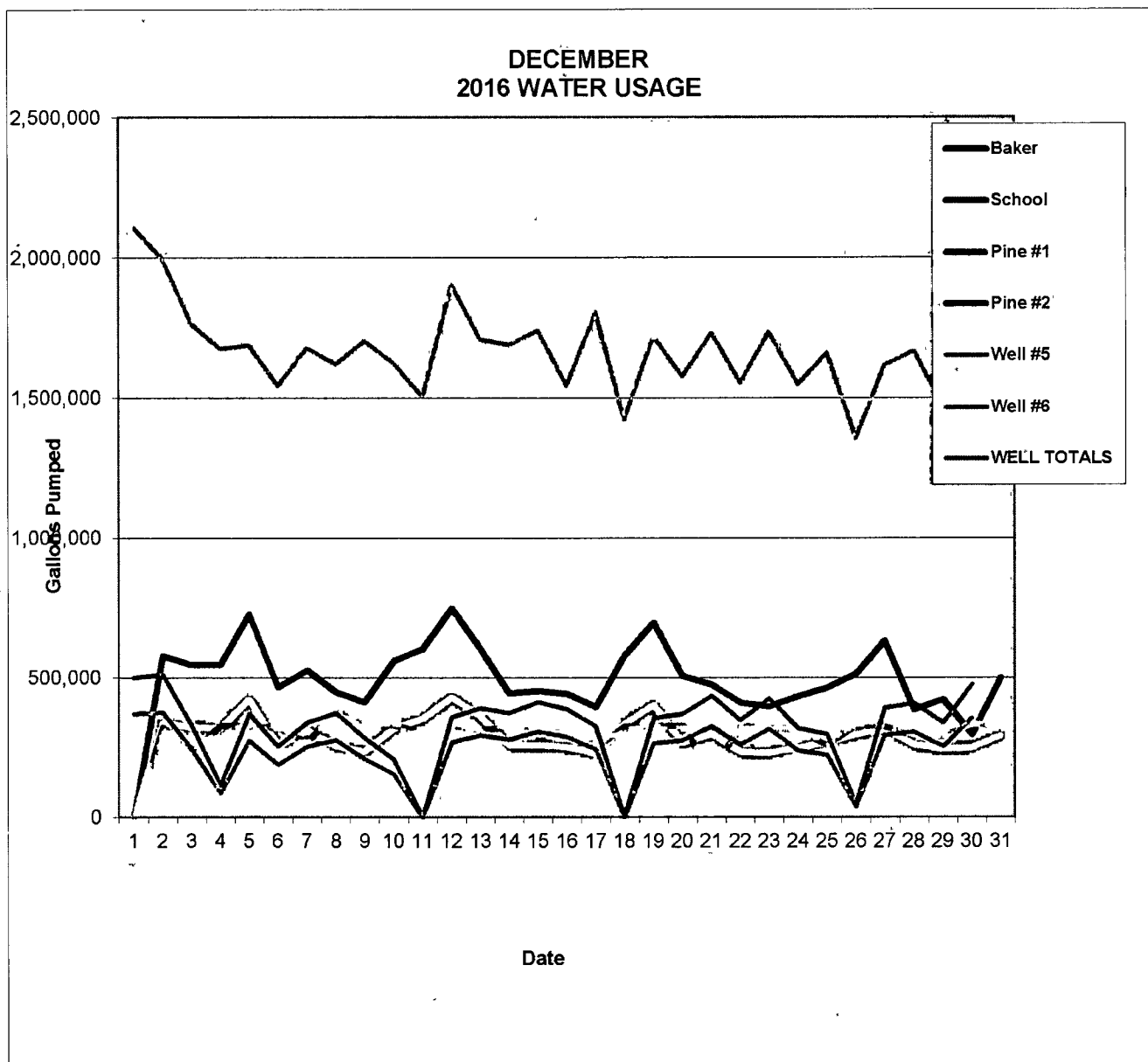
**Ex. JE-10**



Dec-16	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	578,000	338,000	322,000	500,000	369,000	2,107,000	33%	
2	546,000	322,000	242,000	510,000	376,000	1,996,000	31%	
3	547,000	318,000	325,000	328,000	244,000	1,762,000	28%	
4	727,000	422,000	325,000	114,000	86,000	1,674,000	26%	
5	465,000	258,000	321,000	369,000	274,000	1,687,000	27%	
6	526,000	310,000	266,000	253,000	188,000	1,543,000	24%	
7	447,000	256,000	382,000	339,000	253,000	1,677,000	26%	
8	412,000	236,000	322,000	373,000	277,000	1,620,000	25%	
9	560,000	319,000	329,000	284,000	210,000	1,702,000	27%	
10	603,000	352,000	305,000	208,000	155,000	1,623,000	26%	
11	747,000	428,000	328,000	0	0	1,503,000	24%	
12	603,000	362,000	312,000	358,000	269,000	1,904,000	30%	
13	445,000	257,000	322,000	391,000	293,000	1,708,000	27%	
14	452,000	260,000	326,000	373,000	278,000	1,689,000	27%	
15	443,000	251,000	329,000	411,000	306,000	1,740,000	27%	
16	394,000	229,000	245,000	387,000	288,000	1,543,000	24%	
17	578,000	334,000	323,000	326,000	243,000	1,804,000	28%	
18	696,000	403,000	323,000	0	0	1,422,000	22%	
19	505,000	266,000	328,000	355,000	265,000	1,719,000	27%	
20	474,000	297,000	161,000	369,000	274,000	1,575,000	25%	
21	409,000	234,000	326,000	435,000	326,000	1,730,000	27%	
22	397,000	231,000	320,000	346,000	259,000	1,553,000	24%	
23	433,000	248,000	311,000	425,000	316,000	1,733,000	27%	
24	464,000	269,000	257,000	319,000	238,000	1,547,000	24%	
25	513,000	296,000	329,000	298,000	223,000	1,659,000	26%	
26	631,000	317,000	324,000	48,000	37,000	1,357,000	21%	
27	385,000	260,000	287,000	391,000	293,000	1,616,000	25%	
28	422,000	244,000	287,000	408,000	304,000	1,665,000	26%	
29	296,000	250,000	333,000	338,000	254,000	1,471,000	23%	
30	500,000	292,000	323,000	475,000	354,000	1,944,000	31%	
31	432,000	245,000	325,000	215,000	160,000	1,377,000	22%	
TOTALS:	15,630,000	9,104,000	9,558,000	9,946,000	7,412,000	51,650,000	26%	

Direct Testimony of John Escamilla

Ex. JE-10



**Direct Testimony of John Escamilla**

**Ex. JE-10**

2016 MONTHLY/DAILY WELL PUMPAGE

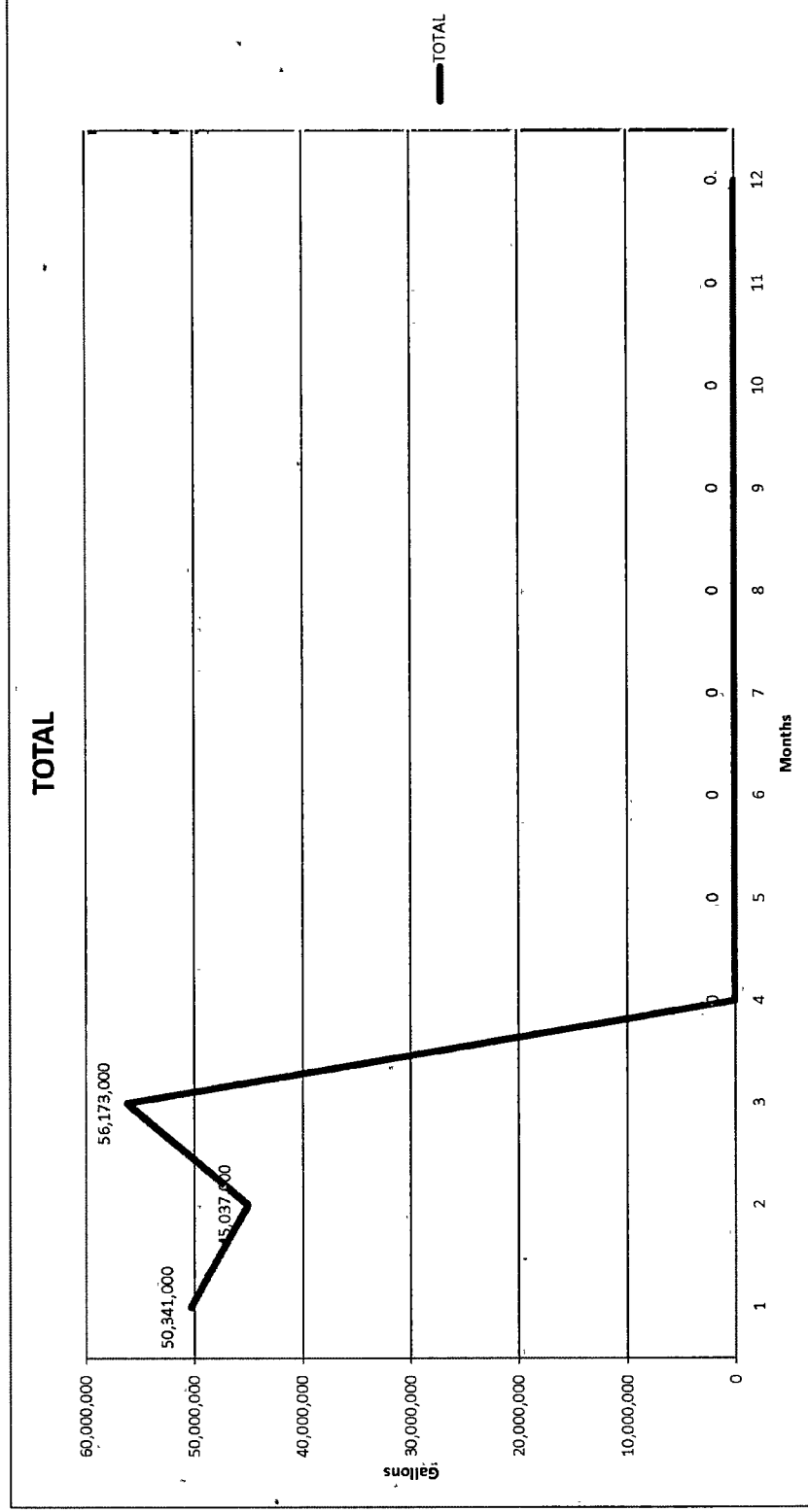
DAY OF MONTH	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUNE 2017	JULY 2017	AUG 2017	SEPT 2017	OCT 2017	NOV 2017	DEC 2017	COLUMN TOTAL
1	1,725,000	1,622,000	2,069,000	0	0	0	0	0	0	0	0	0	0
2	1,384,000	1,573,000	1,711,000	0	0	0	0	0	0	0	0	0	0
3	1,445,000	1,665,000	1,682,000	0	0	0	0	0	0	0	0	0	0
4	1,681,000	1,377,000	1,716,000	0	0	0	0	0	0	0	0	0	0
5	1,310,000	1,617,000	1,486,000	0	0	0	0	0	0	0	0	0	0
6	1,640,000	1,690,000	1,482,000	0	0	0	0	0	0	0	0	0	0
7	1,346,000	1,451,000	1,631,000	0	0	0	0	0	0	0	0	0	0
8	2,465,000	1,951,000	1,603,000	0	0	0	0	0	0	0	0	0	0
9	2,141,000	1,808,000	1,426,000	0	0	0	0	0	0	0	0	0	0
10	1,791,000	1,710,000	1,586,000	0	0	0	0	0	0	0	0	0	0
11	1,552,000	1,597,000	1,761,000	0	0	0	0	0	0	0	0	0	0
12	1,871,000	1,648,000	1,233,000	0	0	0	0	0	0	0	0	0	0
13	1,608,000	1,796,000	1,912,000	0	0	0	0	0	0	0	0	0	0
14	1,351,000	1,818,000	1,653,000	0	0	0	0	0	0	0	0	0	0
15	1,823,000	1,193,000	1,614,000	0	0	0	0	0	0	0	0	0	0
16	1,460,000	1,782,000	1,397,000	0	0	0	0	0	0	0	0	0	0
17	1,567,000	1,433,000	2,001,000	0	0	0	0	0	0	0	0	0	0
18	1,467,000	1,458,000	1,614,000	0	0	0	0	0	0	0	0	0	0
19	1,629,000	1,567,000	1,961,000	0	0	0	0	0	0	0	0	0	0
20	1,611,000	1,372,000	1,747,000	0	0	0	0	0	0	0	0	0	0
21	1,436,000	1,664,000	2,113,000	0	0	0	0	0	0	0	0	0	0
22	1,358,000	1,468,000	2,051,000	0	0	0	0	0	0	0	0	0	0
23	1,601,000	1,478,000	2,027,000	0	0	0	0	0	0	0	0	0	0
24	1,715,000	1,678,000	2,481,000	0	0	0	0	0	0	0	0	0	0
25	1,646,000	1,446,000	1,848,000	0	0	0	0	0	0	0	0	0	0
26	1,697,000	1,677,000	2,080,000	0	0	0	0	0	0	0	0	0	0
27	1,808,000	1,761,000	2,056,000	0	0	0	0	0	0	0	0	0	0
28	1,233,000	1,737,000	2,239,000	0	0	0	0	0	0	0	0	0	0
29	1,661,000		2,053,000	0	0	0	0	0	0	0	0	0	0
30	1,576,000		1,781,000	0	0	0	0	0	0	0	0	0	0
31	1,743,000		2,179,000	0	0	0	0	0	0	0	0	0	0
TOTAL	50,341,000	45,037,000	56,173,000	0	0	0	0	0	0	0	0	0	151,551,000
AVG.	1,623,903	1,608,464	1,812,032	0	0	0	0	0	0	0	0	0	420,367
MAX	2,465,000	1,951,000	2,481,000	0	0	0	0	0	0	0	0	0	2,481,000
MIN.	1,233,000	1,193,000	1,233,000	0	0	0	0	0	0	0	0	0	1,193,000

Direct Testimony of John Escamilla

COT1032

Ex. JE-11

2016 MONTHLY/DAILY WELL PUMPAGE



Direct Testimony of John Escamilla

COT1033

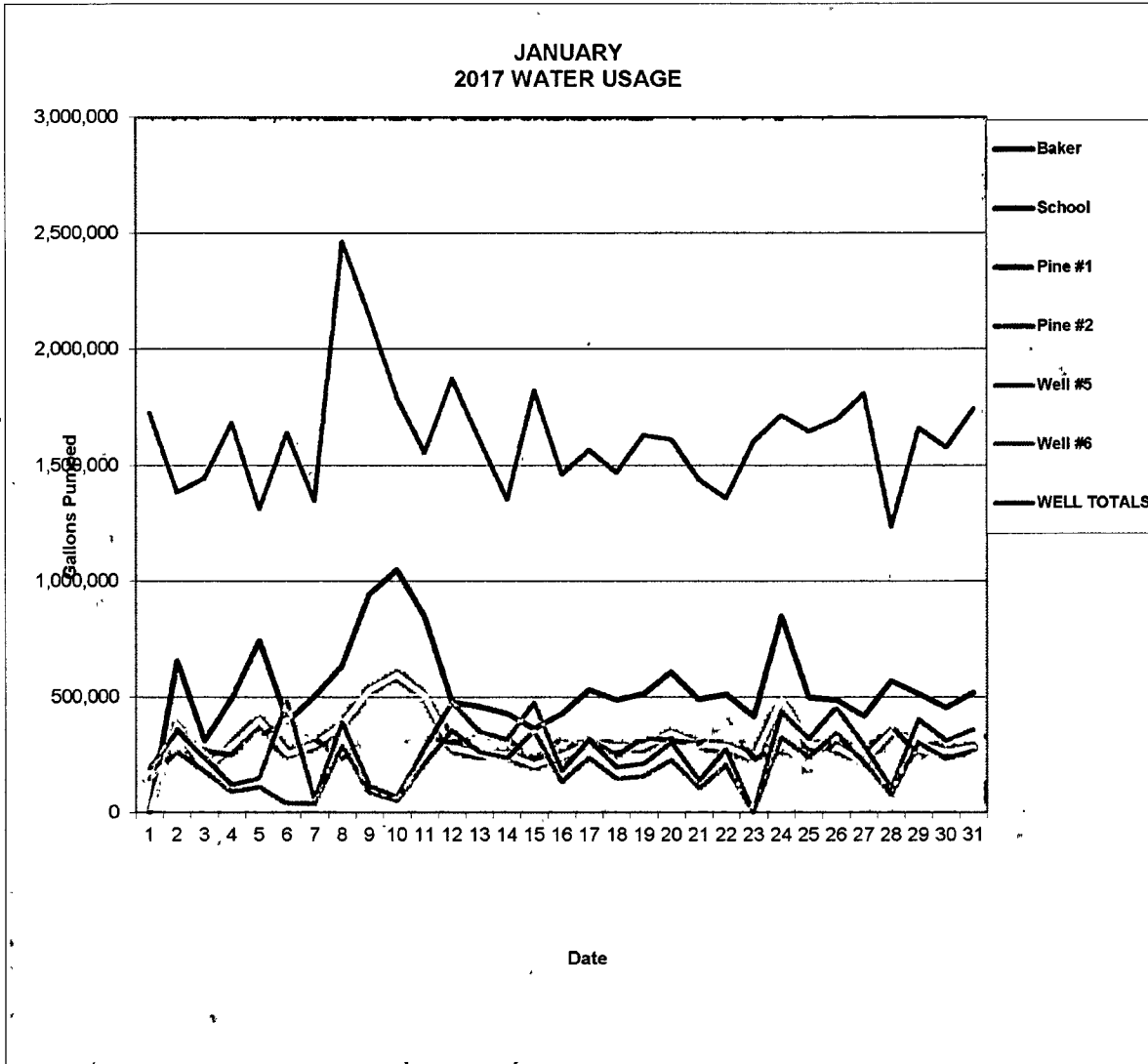
Ex. JE-11



DAILY/MONTHLY WELL REPORTS

Jan-17	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hours	
1	656,000	377,000	357,000	191,000	144,000	1,725,000	27%	
2	311,000	191,000	267,000	352,000	263,000	1,384,000	22%	
3	494,000	289,000	249,000	236,000	177,000	1,445,000	23%	
4	743,000	397,000	327,000	122,000	92,000	1,681,000	26%	
5	394,000	254,000	401,000	149,000	112,000	1,310,000	21%	
6	504,000	295,000	320,000	481,000	40,000	1,640,000	26%	
7	634,000	377,000	236,000	56,000	43,000	1,346,000	21%	
8	941,000	528,000	318,000	389,000	289,000	2,465,000	39%	
9	1,049,000	595,000	292,000	117,000	88,000	2,141,000	34%	
10	845,000	504,000	321,000	68,000	53,000	1,791,000	28%	
11	476,000	281,000	303,000	281,000	211,000	1,552,000	24%	
12	458,000	255,000	326,000	476,000	356,000	1,871,000	29%	
13	426,000	253,000	318,000	349,000	262,000	1,608,000	25%	
14	363,000	205,000	230,000	317,000	236,000	1,351,000	21%	
15	428,000	245,000	322,000	475,000	353,000	1,823,000	29%	
16	529,000	299,000	318,000	180,000	134,000	1,460,000	23%	
17	486,000	282,000	244,000	318,000	237,000	1,567,000	25%	
18	513,000	286,000	327,000	195,000	146,000	1,467,000	23%	
19	607,000	345,000	309,000	211,000	157,000	1,629,000	26%	
20	488,000	294,000	299,000	304,000	226,000	1,611,000	25%	
21	508,000	286,000	397,000	139,000	106,000	1,436,000	23%	
22	415,000	235,000	230,000	274,000	204,000	1,358,000	21%	
23	847,000	489,000	265,000	0	0	1,601,000	25%	
24	496,000	297,000	160,000	437,000	325,000	1,715,000	27%	
25	485,000	280,000	321,000	320,000	240,000	1,646,000	26%	
26	416,000	218,000	267,000	455,000	341,000	1,697,000	27%	
27	568,000	354,000	379,000	291,000	216,000	1,808,000	28%	
28	513,000	294,000	240,000	106,000	80,000	1,233,000	19%	
29	453,000	263,000	243,000	402,000	300,000	1,661,000	26%	
30	517,000	280,000	236,000	312,000	231,000	1,576,000	25%	
31	562,000	332,000	225,000	357,000	267,000	1,743,000	27%	
<b>TOTALS:</b>	<b>17,125,000</b>	<b>9,880,000</b>	<b>9,047,000</b>	<b>8,360,000</b>	<b>5,929,000</b>	<b>50,341,000</b>	<b>26%</b>	

DAILY/MONTHLY WELL REPORTS



DAILY/MONTHLY WELL REPORTS

Feb-17	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	687,000	394,000	208,000	191,000	142,000	1,622,000	26%	
2	636,000	361,000	121,000	261,000	194,000	1,573,000	25%	
3	415,000	229,000	201,000	470,000	350,000	1,665,000	26%	
4	528,000	312,000	271,000	152,000	114,000	1,377,000	22%	
5	492,000	297,000	144,000	391,000	293,000	1,617,000	25%	
6	461,000	291,000	194,000	426,000	318,000	1,690,000	27%	
7	439,000	244,000	200,000	325,000	243,000	1,451,000	23%	
8	500,000	334,000	251,000	549,000	317,000	1,951,000	31%	
9	466,000	301,000	292,000	429,000	320,000	1,808,000	28%	
10	508,000	299,000	142,000	437,000	324,000	1,710,000	27%	
11	445,000	277,000	291,000	334,000	250,000	1,597,000	25%	
12	434,000	267,000	168,000	447,000	332,000	1,648,000	26%	
13	524,000	314,000	245,000	409,000	304,000	1,796,000	28%	
14	491,000	320,000	201,000	462,000	344,000	1,818,000	29%	
15	333,000	211,000	211,000	250,000	188,000	1,193,000	19%	
16	467,000	294,000	267,000	431,000	323,000	1,782,000	28%	
17	361,000	223,000	171,000	390,000	288,000	1,433,000	23%	
18	401,000	243,000	251,000	322,000	241,000	1,458,000	23%	
19	417,000	269,000	178,000	403,000	300,000	1,567,000	25%	
20	367,000	221,000	264,000	297,000	223,000	1,372,000	22%	
21	442,000	282,000	212,000	418,000	310,000	1,664,000	26%	
22	382,000	248,000	192,000	370,000	276,000	1,468,000	23%	
23	408,000	233,000	237,000	343,000	257,000	1,478,000	23%	
24	452,000	311,000	217,000	400,000	298,000	1,678,000	26%	
25	423,000	271,000	209,000	311,000	232,000	1,446,000	23%	
26	486,000	307,000	165,000	413,000	306,000	1,677,000	26%	
27	427,000	275,000	251,000	463,000	345,000	1,761,000	28%	
28	521,000	326,000	217,000	386,000	287,000	1,737,000	27%	
<b>TOTALS</b>	<b>12,913,000</b>	<b>7,954,000</b>	<b>5,971,000</b>	<b>10,480,000</b>	<b>7,719,000</b>	<b>45,037,000</b>	<b>25%</b>	

J:\Clerical\Administrative for Meagan Mageo\CCN\Exhibits\2017 Daily Well Log

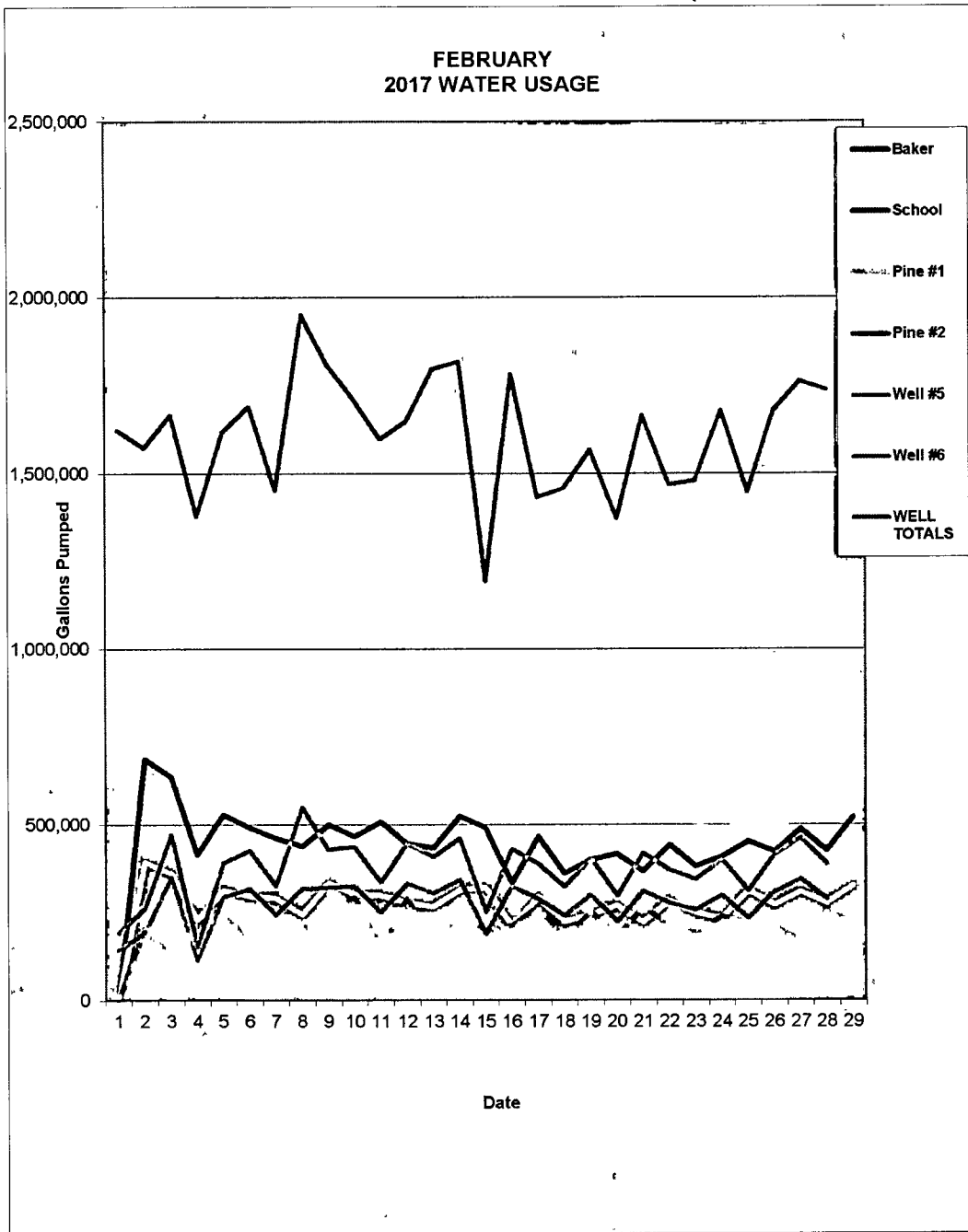
**Direct Testimony of John Escamilla**

**Ex. JE-11**

COT1037



DAILY/MONTHLY WELL REPORTS



J:\Clerical\Administrative for Meagan Mageo\CCN\Exhibits\2017 Daily Well Log

**Direct Testimony of John Escamilla**

**Ex. JE-11**

COT1038

DAILY/MONTHLY WELL REPORTS

Mar-17	WELL	WELL	WELL	WELL	WELL	TOTAL	%	COMMENTS
	School	Pine #1	Pine #2	#5	#6		24 hour	
1	622,000	394,000	61,000	569,000	423,000	2,069,000	33%	
2	522,000	350,000	58,000	449,000	332,000	1,711,000	27%	
3	520,000	327,000	139,000	399,000	297,000	1,682,000	26%	
4	494,000	326,000	46,000	488,000	362,000	1,716,000	27%	
5	474,000	305,000	121,000	336,000	250,000	1,486,000	23%	
6	381,000	245,000	81,000	433,000	322,000	1,462,000	23%	
7	470,000	291,000	168,000	402,000	300,000	1,631,000	26%	
8	532,000	343,000	67,000	379,000	282,000	1,603,000	25%	
9	437,000	290,000	56,000	369,000	274,000	1,426,000	22%	
10	458,000	297,000	171,000	378,000	282,000	1,586,000	25%	
11	453,000	289,000	281,000	423,000	315,000	1,761,000	28%	
12	370,000	238,000	216,000	234,000	175,000	1,233,000	19%	
13	492,000	303,000	295,000	471,000	351,000	1,912,000	30%	
14	449,000	303,000	236,000	369,000	276,000	1,633,000	26%	
15	445,000	271,000	236,000	379,000	283,000	1,614,000	25%	
16	375,000	256,000	233,000	305,000	228,000	1,397,000	22%	
17	493,000	309,000	315,000	507,000	377,000	2,001,000	31%	
18	449,000	300,000	233,000	362,000	270,000	1,614,000	25%	
19	545,000	339,000	234,000	484,000	359,000	1,961,000	31%	
20	468,000	302,000	307,000	384,000	286,000	1,747,000	27%	
21	613,000	394,000	234,000	501,000	371,000	2,113,000	33%	
22	579,000	381,000	234,000	492,000	365,000	2,051,000	32%	
23	607,000	396,000	213,000	466,000	345,000	2,027,000	32%	
24	717,000	485,000	271,000	579,000	429,000	2,481,000	39%	
25	472,000	306,000	232,000	482,000	356,000	1,848,000	29%	
26	622,000	407,000	310,000	431,000	320,000	2,090,000	33%	
27	553,000	351,000	233,000	527,000	392,000	2,056,000	32%	
28	662,000	431,000	234,000	524,000	388,000	2,239,000	35%	
29	637,000	416,000	236,000	437,000	327,000	2,053,000	32%	
30	734,000	485,000	286,000	166,000	120,000	1,791,000	28%	
31	654,000	425,000	162,000	538,000	400,000	2,179,000	34%	
TOTALS:	16,299,000	10,665,000	6,199,000	13,263,000	9,857,000	56,173,000	28%	

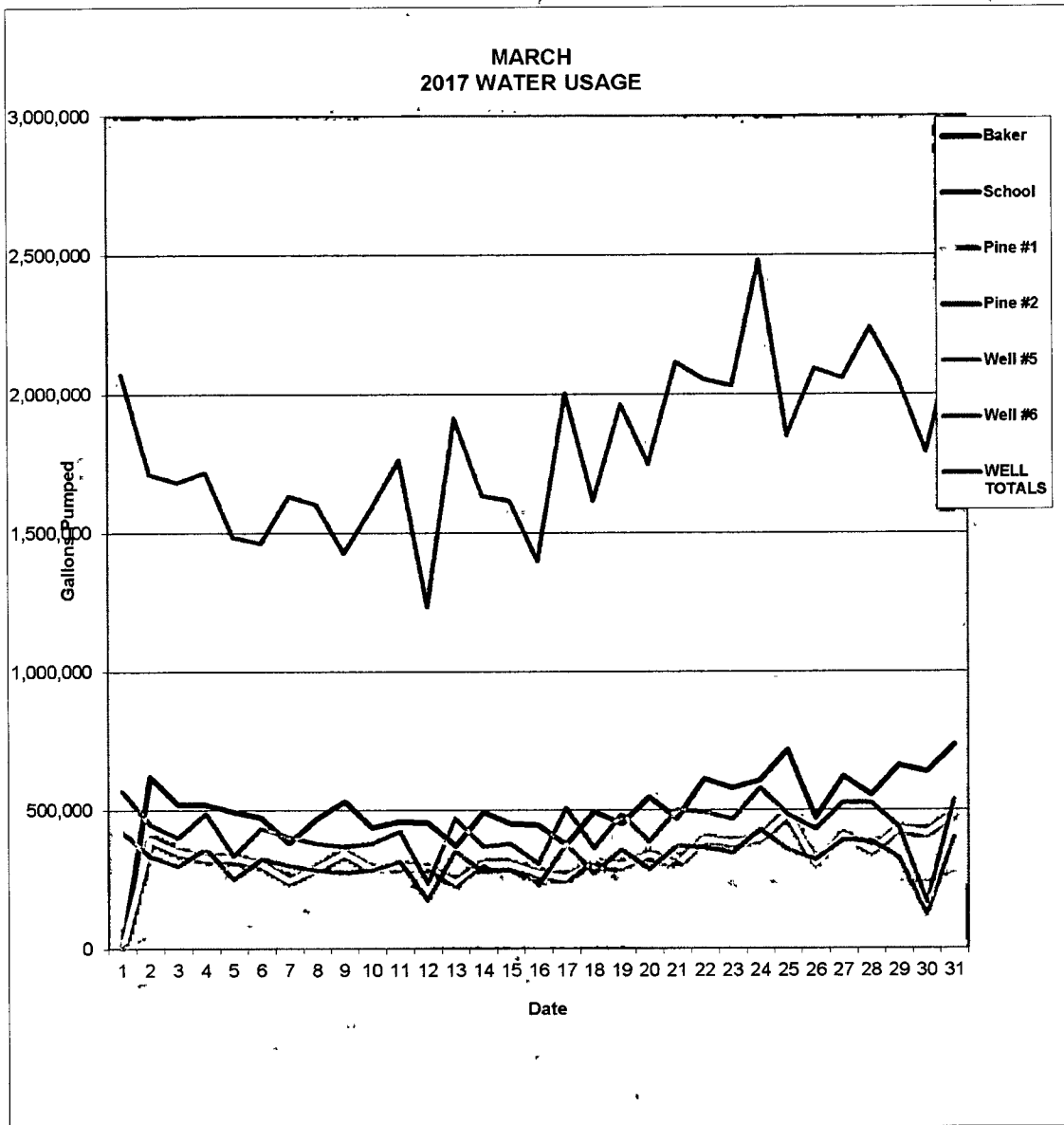
J:\Clerical\Administrative for Meagan Mageo\CCN\Exhibits\2017 Daily Well Log

**Direct Testimony of John Escamilla**

**Ex. JE-11**

COT1039

DAILY/MONTHLY WELL REPORTS



AGREEMENT BY AND BETWEEN  
THE CITY OF TOMBALL, TEXAS AND  
EXXONMOBIL PRODUCTION COMPANY

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement ("Agreement") is made and entered into by and between the City of Tomball, Texas ("City"), a home rule municipal corporation organized and existing under the laws of the State of Texas, and ExxonMobil Production Company ("ExxonMobil"), a division of Exxon Mobil Corporation, a New Jersey corporation.

RECITALS

WHEREAS, City owns and operates a public waterworks system, which supplies potable water to customers within the corporate limits of City; and

WHEREAS, City, under certain circumstances, has the authority to provide water services to customers in areas outside of its City's corporate limits; and

WHEREAS, two residential subdivisions, which are adjacent to City and known as Boudreaux Estates and Hoffman Estates ("Boudreaux and Hoffman Estates"), each being more particularly described in Exhibit "A" attached hereto and made a part hereof, are not served by a public waterworks system, such service currently being provided by the private water wells of the residents; and

WHEREAS, certain residents of Boudreaux and Hoffman Estates have alleged that their private water wells have been affected by the presence of chlorides in such wells; and

WHEREAS, ExxonMobil, along with other oil companies, have operated facilities within the area of Boudreaux and Hoffman Estates and, although ExxonMobil admits no liability for any contamination of water wells in such area, in the spirit of goodwill and cooperation,

TOMBALL/AGT/EXXON MOBIL/11/07/02

ExxonMobil wishes to facilitate the availability of a new source of water supply to Boudreaux and Hoffman Estates residents; and

WHEREAS, ExxonMobil is willing to fund the design and construction of an extension of City's water mains, distribution lines, and associated facilities (the "Facilities"), more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, to Boudreaux and Hoffman Estates, so that City may supply potable water to the residents thereof, and

WHEREAS, City is willing to construct, install, operate, and maintain the Facilities, and to supply the residents of Boudreaux and Hoffman Estates with potable water, under the terms set forth in this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), to be paid by ExxonMobil to City within fifteen (15) days of being notified by City of the completion of construction and acceptance of the Facilities by City, the Date of Acceptance as defined in paragraph 3.04 hereof, and the further consideration of the provisions and the mutual promises, benefits, and obligations contained herein, including the recitals set forth above, City and ExxonMobil agree as follows:

#### **ARTICLE I**

##### **Conditions Precedent**

1.01 ExxonMobil agrees to exert its best efforts to assist City in obtaining, from the City of Houston, Texas ("Houston"), a release of Houston's extraterritorial jurisdiction over the territory within Boudreaux and Hoffman Estates, so that such area will then be within the exclusive extraterritorial jurisdiction of City. The parties understand and agree that City's

obligations under this Agreement are contingent upon Houston's release to City of its extraterritorial jurisdiction over Boudreaux and Hoffman Estates.

## ARTICLE II

### Construction of Facilities

2.01 Upon City's receipt of written notice from ExxonMobil to proceed with design of the Facilities, City agrees to prepare, or cause to be prepared, plans and specifications for construction of the Facilities, in accordance with its usual customs and practices, and to perform other engineering and surveying services in connection therewith. City shall submit such plans and specifications to ExxonMobil for review and approval. ExxonMobil shall promptly review said plans and specifications and approval thereof shall not be unreasonably withheld. ExxonMobil agrees to pay to City all costs for the preparation of plans, specifications, surveys, and construction and bid documents (including advertising costs), which are necessary for construction of the Facilities, together with any attorneys fees and engineering or consultant costs incurred in obtaining any approvals and/or permits required from Harris County for construction of the Facilities within any County road right-of-way, or any other approvals and/or permits required by any governmental entity or agency regarding construction of the Facilities. City shall invoice ExxonMobil for such costs, fees, and expenses and ExxonMobil agrees to pay such invoices within thirty (30) days of receipt thereof. City shall submit supporting documentation with each invoice.

The parties agree that if ExxonMobil does not notify the City that it can proceed with the design of the Facilities within five (5) years of the effective date of this Agreement, this Agreement can be terminated by ExxonMobil or City by providing written notice thereof to the

other party. In the event of termination under this provision, this Agreement shall be of no further force or effect.

2.02 The parties understand and agree that it will be necessary for City to acquire certain public utility easements to construct the Facilities. Such utility easements are generally described in Exhibits "A" and "B" attached hereto. Upon City's receipt of written notification from ExxonMobil to proceed, City will initiate the acquisition of such utility easements. ExxonMobil agrees to pay to City all costs associated with the acquisition of such utility easements, including, but not limited to, appraisals, land purchase price or condemnation award, attorneys fees, and condemnation expenses, if any. City shall invoice ExxonMobil for such costs and expenses and ExxonMobil agrees to pay such invoices within thirty (30) days of receipt thereof. City shall submit supporting documentation with such invoices.

2.03 Upon receipt of any and all necessary governmental approvals and permits for construction, acquisition of the necessary utility easements, and approval of the plans and specifications by ExxonMobil, City will advertise and receive bids for construction of the Facilities in accordance with the approved plans and specifications and in the manner similar to that of other City projects. Upon receipt and tabulation of the bids, City will select the lowest responsible bidder for construction of the Facilities and submit its selection to ExxonMobil for review and approval. ExxonMobil shall promptly review such selection.

2.04 Upon ExxonMobil's approval of City's selection of the lowest responsible bidder (the "Contractor"), ExxonMobil agrees to transmit to City, without demand, a warrant or check, made payable to City, in the amount of the total sum bid by the Contractor. Following receipt of such funds from ExxonMobil, City shall award the contract to Contractor and require the construction of the Facilities in accordance with the approved plans and specifications.

2.05 The parties agree that the review and approval by ExxonMobil of any plans and specifications or contractor selection, as required under this Article and as required in paragraphs 2.01, 2.03, and 2.04 hereof, shall be for the sole and exclusive purpose of determining consistency with the terms of this Agreement. The City shall be responsible for the technical specifications and design, as well as supervision and control, of the construction process.

2.06 City may make such changes or amendments to the plans and specifications for the construction of the Facilities, as long as the original scope and intent is unchanged. Provided, however, in the event change orders are required during construction of the Facilities, which individually exceed \$10,000 or cumulatively increases the contract price by more than ten percent (10%), City shall submit each such change order to ExxonMobil for approval and such approval shall not be unreasonably withheld. Upon the necessary approvals of any change order increasing the contract price, ExxonMobil agrees to transmit to City a warrant or check, made payable to City, for the amount of such change order.

2.07 City shall establish a separate account or system of accounting for the money paid to it under Sections 2.04 and 2.06 hereof; so that at any time during the term of this Agreement, the amounts, purpose, and date of each expenditure of any funds distributed hereunder can be verified. The sums paid by ExxonMobil to City, pursuant to Sections 2.04 and 2.06 hereof, shall not be used for any purpose other than for payment of the cost of construction of the Facilities. Upon completion of such construction and the acceptance of the Facilities by City, City shall perform, or cause to be performed, a final accounting of the expenditure of ExxonMobil's funds, the costs of construction of the Facilities, interest earned, if any, and any unexpended portions of ExxonMobil funds paid pursuant to Sections 2.04 and 2.06 hereof. Any funds remaining,



including interest earned thereon, shall be paid to ExxonMobil within thirty (30) days of completion of such final accounting.

2.08 ExxonMobil acknowledges that City may incur additional expenses during construction of the Facilities, such as engineering and surveying costs that may be reasonably related and necessary to construction of the Facilities. ExxonMobil agrees to reimburse City for such additional expenses. City shall invoice ExxonMobil for such additional expenses and ExxonMobil shall pay such invoice within thirty (30) days of receipt thereof. City shall submit supporting documentation with each invoice. City will provide ExxonMobil with an estimate of these expenses before initiation of related work activities.

### **ARTICLE III**

#### **Water Supply**

3.01 It is understood and agreed that, upon completion of construction and acceptance of the Facilities by City, City shall own, operate, and maintain the Facilities. City agrees to provide potable water utility service to the residents of Boudreaux and Hoffman Estates, in accordance with the terms and conditions of this Agreement, through the operation and maintenance of the Facilities. It is further understood and agreed that City's obligations herein to maintain the Facilities shall be limited to the same level of maintenance generally provided by City to other waterworks facilities within City.

3.02 City agrees, subject to the terms and conditions of this Agreement, to supply potable water from the Facilities, and from the waterworks system now owned and operated by City, to the residents within Boudreaux and Hoffman Estates. City assumes responsibility for the quality of such water and agrees that such water will meet any and all applicable local, state, and federal standards.

3.03 Prior to City providing water service to a residence located within Boudreaux and Hoffman Estates, the landowner or tenant of such residence shall be required to make application to City for such service, and to execute a Commitment to Water Service Conditions, the form and content of which is set forth in Exhibit "C" attached hereto and made a part hereof. In consideration for the water supplied to such residence, City shall receive a fee for the water delivered thereunder, as the same is measured by the meter(s) installed on such property. The price to be paid for such water shall be at the same rates as those charged for similar water services provided to customers within City. A schedule of the rates presently charged by City is attached hereto as Exhibit "D" and made a part hereof.

City reserves the right to adjust its rates charged for water service to customers within the City from time to time, and such adjusted rates will also be charged to residences within Boudreaux and Hoffman Estates.

City and ExxonMobil understand and agree that any charges for water usage by a residence within Boudreaux and Hoffman Estates shall be the sole responsibility of the landowner or tenant of such residence, and that ExxonMobil assumes no responsibility or liability for nonpayment of any charge from City for such water service.

3.04 City agrees to notify ExxonMobil, in writing, of the date of completion of construction and acceptance of the Facilities by City (the "Date of Acceptance"). For each water service connection (meter) requested by a landowner or tenant of Boudreaux and Hoffman Estates within four (4) months of the Date of Acceptance (the "Initial Request Period"), ExxonMobil agrees to pay to City a connection fee, on behalf of each such customer who requests water services from City within the Initial Request Period. The amount of such connection fee shall be the water tap fee in effect at such time each application is made, plus a

fee in the amount of One Thousand Seventy-five and No/100 Dollars (\$1,075.00), or the amount of the impact fee then in effect and charged to new residential units within City for water services, whichever is greater. City shall invoice ExxonMobil for each connection fee assessed within the Initial Request Period, and ExxonMobil agrees to pay such invoice within thirty (30) days of receipt thereof. City shall submit supporting documents with each invoice.

After the Initial Request Period, all landowners or tenants within Boudreaux and Hoffman Estates who request water service from City shall, in addition to making proper application for such service and executing the Commitment to Water Service Conditions, be required to pay a connection fee to City. The amount of such connection fee shall be the water tap fee in effect at such time each application is made, plus a fee in the amount of One Thousand Seventy-five and No/100 Dollars (\$1,075.00), or the amount of the impact fee then in effect and charged to new residential units within City for water services, whichever is greater.

3.05 It is understood and agreed between the parties that the Facilities include a stub out from the twelve-inch water line at the Hamish Road area. If, during the term hereof, ExxonMobil shall present a request to City, in writing, City agrees to design, construct, and install water distribution lines and related facilities and to provide water utility service to the residences within Shaw Estates, such area more particularly identified and described on Exhibit "A" attached hereto. City's obligations and conditions regarding construction of such facilities and servicing such area, and ExxonMobil's obligations and requirements for funding such construction, shall be the same as set forth in this Agreement regarding the Facilities.

#### ARTICLE IV

##### Term

4.01. The term of this Agreement shall be for a period of thirty (30) years, commencing upon the effective date hereof. Provided, however, in the event City annexes all or any part of Boudreaux and Hoffman Estates into the corporate limits of City, any term or provision herein regarding or relating to City's obligations to the landowners, tenants, or customers within such annexed area, or the obligations and requirements of the landowners, tenants, or customers within such area, to City, shall be null, void, and of no further affect. City's responsibility to provide water service within such annexed area, and the conditions, obligations, and requirements of water service customers within such annexed area, shall be the same as required of other water service customers within City. In such event, all other and further provisions hereof shall remain in full force and effect for the term hereof.

## ARTICLE V

### Miscellaneous

5.01 In the event either party is rendered unable, wholly or in part, by force majeure to ~~carry out its obligations under this Agreement, other than the obligation of such party to make~~ payment of the amounts due hereunder, notice shall be given with full particulars of such force majeure, in writing or by facsimile transmission, to the other party as soon as reasonably possible after the occurrence of the cause relied on, and the obligations of the party giving such notice, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, neither party shall be required to settle a strike or dispute with workmen when such settlement is against the will of the party having the difficulty. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts,

arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the party claiming suspension, which by the exercise of reasonable diligence such party shall not have been able to avoid.

5.02 All notices that City or ExxonMobil may be required, or may desire, to serve on any other party shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, and addressed to the respective party at the addresses set forth below or by facsimile transmission to the facsimile numbers listed below. All notices shall be deemed effective when actually received. The addresses and facsimile numbers stated herein shall be effective for all notices to the respective parties until written notice of any change of address or facsimile number is given pursuant to the provisions hereof.

If to City:

City of Tomball  
401 W. Market Street  
Tomball, Texas 77375  
Telephone: 281-351-5484  
Facsimile: 281-351-6256  
Attn: Mayor

If to ExxonMobil:

ExxonMobil Production Company  
396 West Green Road  
Houston, Texas 77067  
Telephone: 713-431-1125  
Facsimile: 713-431-1626  
Attn: Roland L. Moreau  
U.S. West - Regulatory/Safety/OIMS Manager

With Copy to:

ExxonMobil Corporation  
Law Department  
P. O. Box 2180  
Houston, Texas 77252-2180  
Telephone: 713-656-5741  
Facsimile: 713-656-4892  
Attn: Enrieta C. Azad  
Counsel

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

5.03 This Agreement is not intended to create and will not be construed as creating any type of partnership, joint venture, association, or other relationship where any party will become liable for the acts or obligations of another party.

5.04 This Agreement shall be subject to amendment, change, or modification only with the written mutual consent of each of the parties hereto.

~~5.05 This Agreement shall be for the sole and exclusive benefit of City and~~  
ExxonMobil and shall not be intended to confer any benefit or right upon any other party or parties.

5.06 This Agreement, and all rights, duties, and obligations hereunder, shall not be assignable by any party to any other person or entity without the prior written approval of the other party hereto.

5.07 This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas. Venue shall be in Harris County, Texas.

5.08 Failure of either party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition, and the obligation of the party in default with respect to future performance shall continue in full force and effect.

5.09 This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, or understandings with respect thereto. This Agreement shall bind and inure to the benefit of City and ExxonMobil, and their respective successors and assigns.

5.10 The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other 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 word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

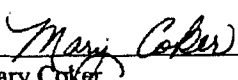
5.11 Each party hereto represents and warrants to the other that (i) the statements made with respect to such party in the recitals to this Agreement are true and correct in all material respects, (ii) such party is validly existing and operating under the laws of the State of Texas, (iii) such party has full requisite power and authority to perform its obligations under this Agreement, (iv) the execution, delivery, and performance of this Agreement has been duly authorized by all

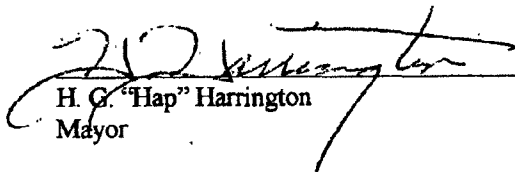
necessary action of the governing body, or board of directors, as applicable, of such party, and (v) this Agreement is a valid and binding obligation of such party enforceable against such party in accordance with its terms.

This Agreement is executed effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

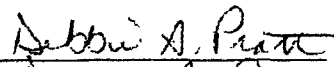
CITY OF TOMBALL, TEXAS

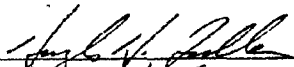
  
\_\_\_\_\_  
Mary Coker  
City Secretary

  
\_\_\_\_\_  
H. G. "Hap" Harrington  
Mayor

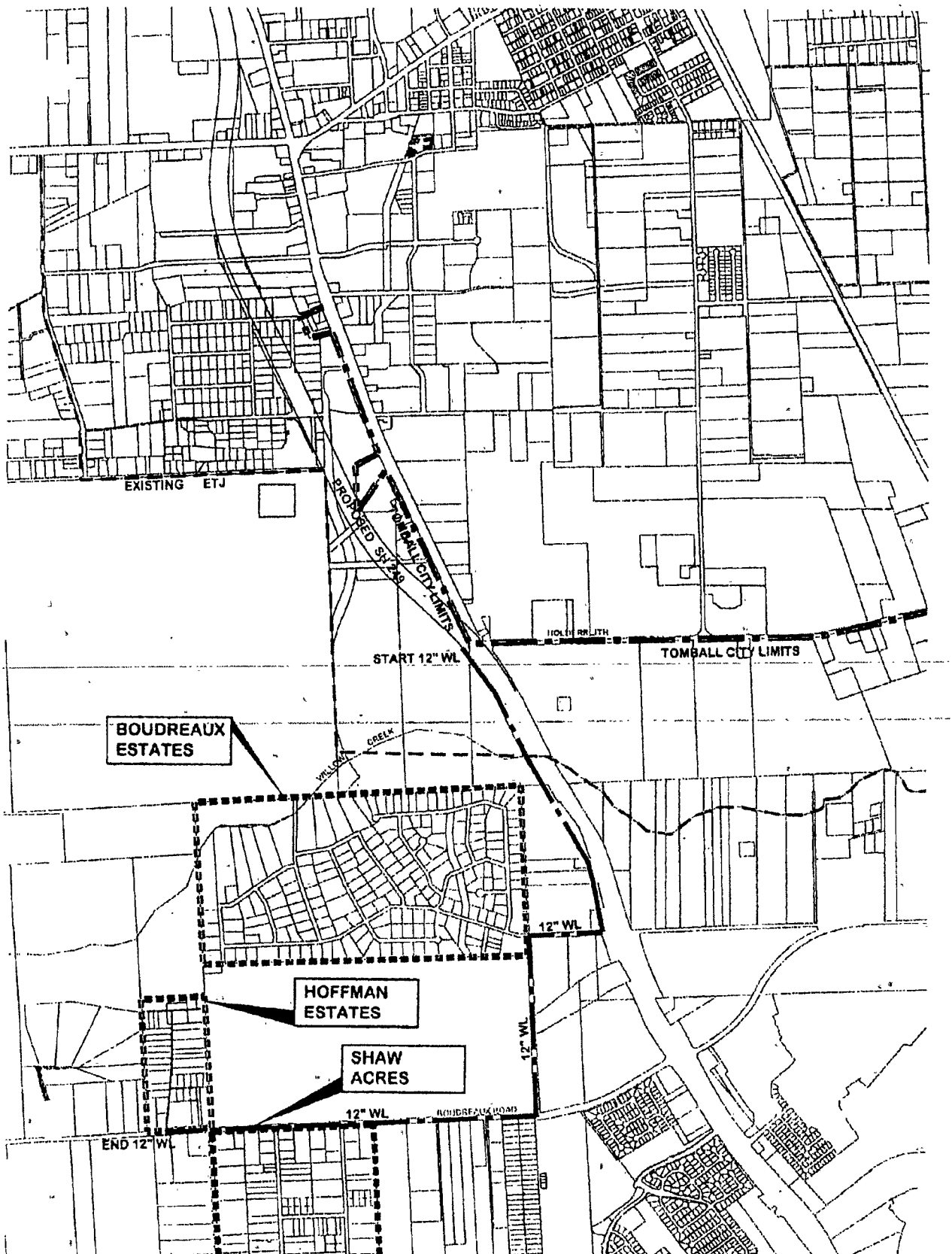
ATTEST:

EXXONMOBIL PRODUCTION COMPANY

By:   
Name: DEBBIE A. PRATT  
Title: STAFF ASST. TO MGMT.

By:   
Name: HUGH N. FOURNIER  
Title: PRODUCTION MGR, US W&S





Direct Testimony of John Escamilla

COT1054

Ex. JE-12

**EXHIBIT "B"**  
**DESCRIPTION OF THE FACILITIES**

The Facilities will consist of public water supply lines constructed of material meeting American Water Works Association specifications, rules promulgated by the Texas Commission on Environmental Quality, and City of Tomball design standards. Appurtenances will include line and branch valves, and fire hydrants at 300-foot intervals along SH 249 and Boudreaux Road and at 500-foot intervals otherwise.

The Facilities will commence at a 12-inch water line on the west side of SH 249 and will be constructed across SH 249 at Holderrieth Road. The connection to this 12-inch line will be part of the project.

The Facilities will include a 12-inch water line located within a 20-foot public utility easement to be acquired by the City, adjacent to the west right-of-way line of SH 249, constructed from the point of commencement to the north line of Boudreaux Road, thence west, south, and west along Boudreaux Road to Hoffman Estates Road. The section to be constructed along Boudreaux Road will be adjacent to the north right-of-way line of Boudreaux Road and located within a 20-foot public utility easement to be acquired by the City. At a point opposite Hamish Road, a 12-inch by 12-inch tee, two valves, and a plug will be installed for the future extension of the water distribution system south to serve the area known as Shaw Estates.

At the entry into Boudreaux Estates subdivision, an 8-inch line will branch from the 12-inch line and run along the subdivision street (Boudreaux Estates Drive) and continue into the subdivision. Water lines will be built along all subdivision streets. If the streets are confirmed to be Harris County rights-of-way, the lines can be located within those rights-of-way as long as the proper notices, permits, and bonds are filed with Harris County. If the streets are not County rights-of-way, a 10-foot-wide public utility easement will be acquired by the City, either within the street right-of-way or adjacent to it. Lines within the neighborhood will generally be 8-inch lines unless no fire hydrant is served, in which case such lines can be 6-inch. For dead-ends, the 8-inch lines line will be reduced to 4-inch past the last fire hydrant. A 12-inch stub will be provided on Fountainbleu Drive at Chateau Drive for eventual extension of the system to the north. Additionally, an 8-inch line, within a 20-foot public utility easement to be acquired by the City, will connect the cul-de-sac on La Fouche Street with the line on Chateau Drive. Another 8-inch line in a 20-foot public utility easement, to be acquired by the City, will connect the south end of Randon Lane with the east end of Hoffman Estates Road.

At the entry into Hoffman Estates from Boudreaux Road, an 8-inch line will be located within a 10-foot public utility easement to be acquired by the City along the existing roadway to the north end of the neighborhood, thence east to connect to the 8-inch line coming from Randon Lane. Branches to serve dead-ends will be as described above.

**EXHIBIT "C"**

**COMMITMENT TO WATER SERVICE CONDITIONS**

I/We, \_\_\_\_\_ (Name/Address) ("Customer"),  
own/ reside at the following described property ("Property"), located within Boudreaux Estates/Hoffman Estates,

\_\_\_\_\_  
\_\_\_\_\_

and hereby apply for connection to and water utility service from the water distribution system owned by the City of Tomball, Texas ("City"), as set forth in the Application for Utility Service attached hereto.

In consideration for receipt of such water utility service, Customer agrees to the following terms and conditions:

1. Customer agrees to abide by and comply with each and every term, condition, and requirement established by City ordinance, rule, or regulation, which may now exist or may hereafter be in effect, which governs the receipt and/or a recipient of water utility service within the City, including the terms, conditions, and requirements set forth in Chapter 82 of the Code of Ordinances of City. In the event of conflict between the provisions of any such City ordinance, rule, or regulation and this Commitment, the provisions of this Commitment shall prevail.

2. Customer agrees to pay to City a monthly charge for receipt of potable water from City and such charge shall be in accordance with the schedule of rates established by City and charged for similar service to customers within City. City's current schedule of rates for water utility service is attached hereto. City reserves the right to adjust its rates for water utility service to customers within City from time to time, and such adjusted rates shall also be charged to Customer.

3. Customer agrees to pay to City, at the time it submits its Application for Utility Service, a connection fee in amount of \$ \_\_\_\_\_. (The amount of such connection fee shall be equal to the amount of the tap fee charged in City at the time such Application is submitted, plus an additional fee in the amount of \$1,075.00, or the amount of City's impact fee charge then in effect and charged to new residential units within City for water utility service, whichever is greater).

4. Customer agrees to comply with the provisions and requirements of City's Drought Contingency Plan as set forth in Article VII of Chapter 82 of City's Code of Ordinances, or as such Chapter may be hereafter amended.

5. Customer agrees that all plumbing improvements made on Property, including any improvements that are necessary to connect Customer's facilities to City's water distribution system, shall be performed in accordance with the provisions and requirements of the *International Plumbing Code*, 2000 Edition. Prior to being connected to City's water distribution system connection, Customer's facilities shall be subject to inspection by City.

6. Customer agrees to permanently disconnect all private water well or water supply from any and all of its plumbing facilities or systems that are to be connected to City's water distribution system. If Customer has a private water well, and such well is to be plugged, Customer agrees to comply with any and all Texas Railroad Commission and/or Texas Commission on Environmental Quality requirements when plugging such well. Customer further understands and agrees that City shall have the right to inspect Customer's facilities, upon reasonable notice, to ensure Customer's compliance with this Commitment, particularly paragraphs 5 and 6 hereof. In the event City determines that any private water well or water supply has been connected to any plumbing facility or system of Customer that is connected to City's water distribution system, in addition to disconnection of City's water utility service, City also may refuse to allow Customer, and/or Customer's property and facilities, to be reconnected to City's water distribution system in the future.

7. Customer understands and agrees that, in the event of violation of or noncompliance with any term, provision, condition, or requirement of this Commitment, City shall be authorized to disconnect Customer from City's water utility service.

8. In the event Customer's Property, which is provided with water utility service pursuant to this Commitment, is annexed into the corporate limits of City, this Commitment shall terminate and be of no further force and effect and thereafter, water utility service shall be provided to Customer in the same manner as such service is provided to other customers within City.

**EXHIBIT "C" (Continued)**

9. This Commitment shall be for the sole and exclusive benefit of Customer and shall not be construed to confer any benefit or right upon any other person.

10. If any term or provision of this Commitment is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Commitment shall not be affected thereby; and, in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Commitment, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

11. No change of or modification to this Commitment, or waiver of any of the terms, conditions, or provisions hereof, shall be valid unless the same is in writing and approved by City.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

**ACKNOWLEDGMENT**

THE STATE OF TEXAS       §

                                  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he  
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

## EXHIBIT "D"

### SCHEDULE OF RATES\*

**Section 1. Definitions.** For the purposes of this Exhibit, the following words shall have the meanings ascribed thereto:

a. *Residential* shall mean a residential dwelling unit receiving service for which metering and billing is on an individual basis.

b. *Commercial* shall mean all non-residential units, and residential units which are provided service, and are billed, collectively, with one (1) or more other residential units.

**Section 2.** The monthly rates and charges for potable water provided by the City shall be as follows:

a. Residential. A base rate of \$8.31, plus a consumption charge of \$2.12 for each 1,000 gallons used.

b. Small Commercial. A base rate of \$11.05, plus a consumption charge of \$2.14 for each 1,000 gallons used. "Small Commercial" shall mean commercial customers using less than 5,000 gallons during the billing month.

c. Medium Commercial. A base rate of \$16.85, plus a consumption charge of \$2.16 for each 1,000 gallons used. "Medium Commercial" shall mean commercial customers using 5,000 gallons or more, but less than 51,000 gallons during the billing month.

d. Large Commercial. A base rate of \$31.70, plus a consumption charge of \$2.18 for each 1,000 gallons used. "Large Commercial" shall mean commercial customers using 51,000 gallons or more during the billing month.

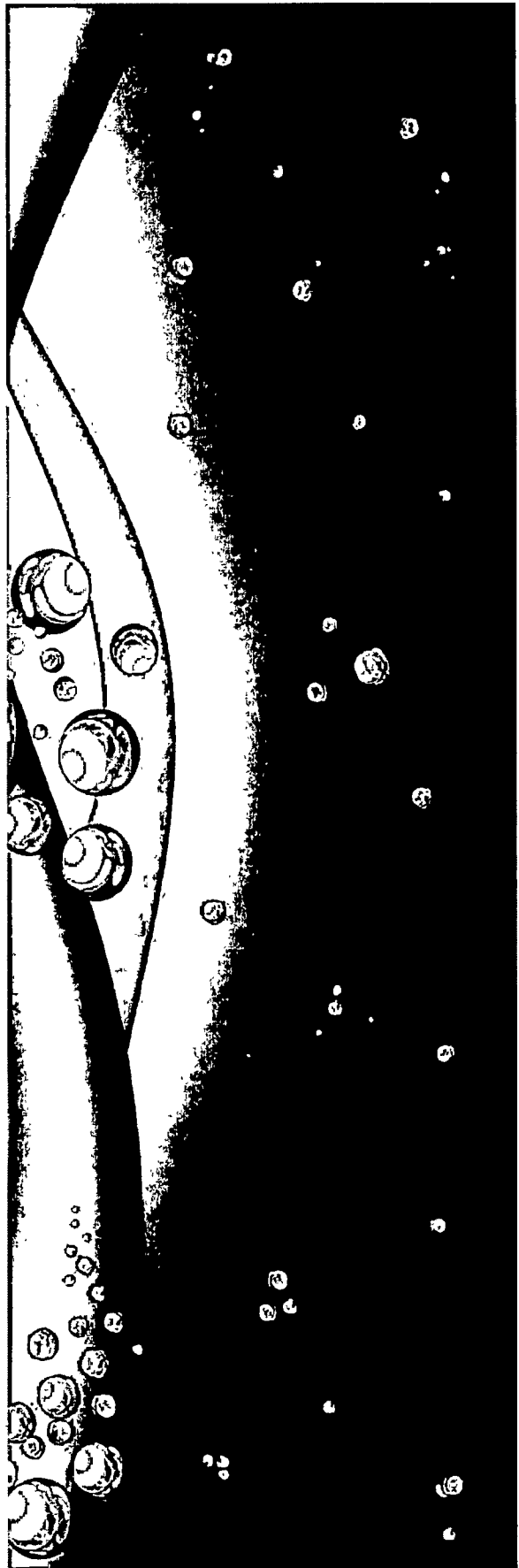
e. Bulk Sales. A base rate of \$54.08, plus a consumption charge of \$2.99 for each 1,000 gallons used. This charge includes the current \$0.25 for each 1,000 gallons used surcharge that the City collects on behalf of NHCRWA and will be adjusted as the surcharge increases. Additionally, if a meter is desired, the deposit will be \$1,000.00.

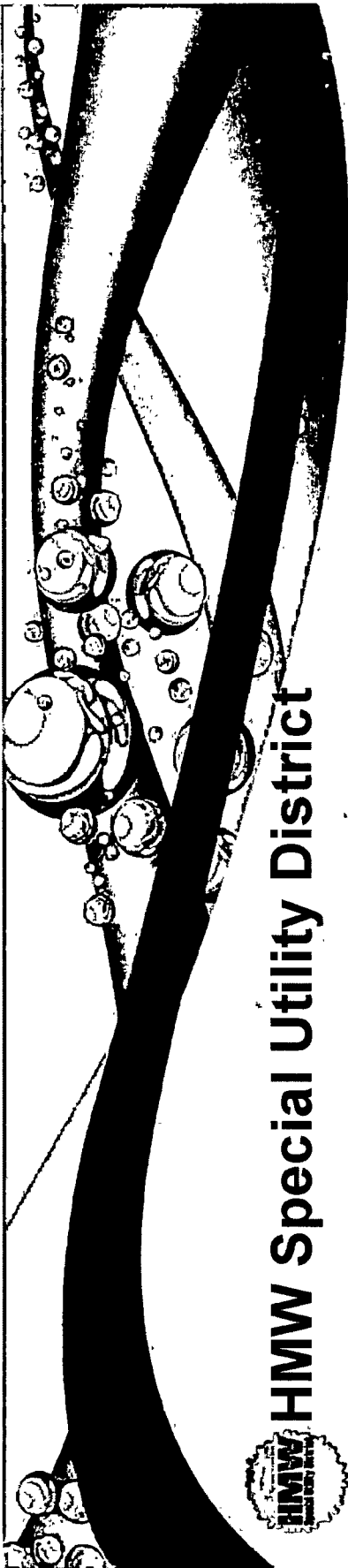
\* Pursuant to City of Tomball, Texas Ordinance No. 2002-19, passed and approved the 3rd day of September 2002.

# **HMW Special Utility District Red Oak Terrace**

## **Presentation to Tomball City Council**

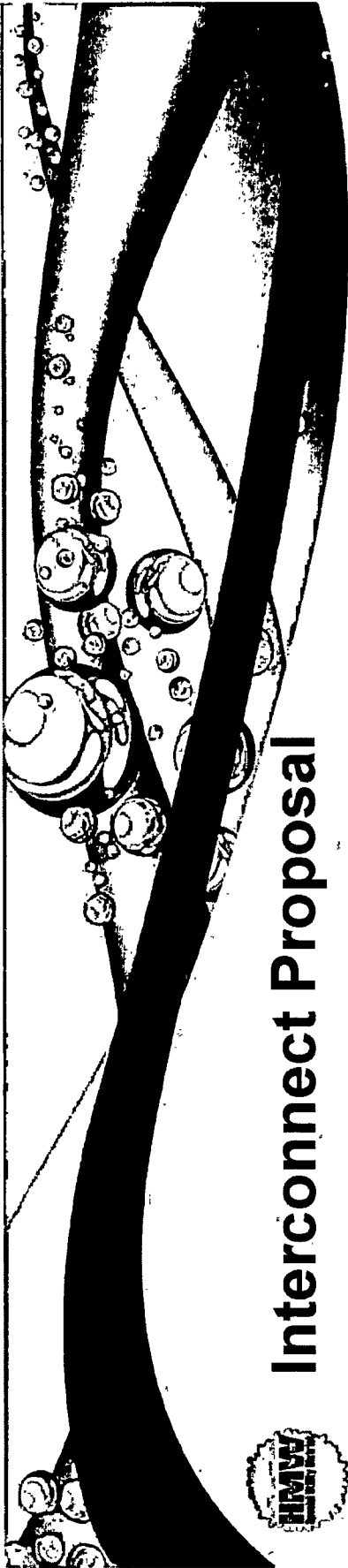
**March 6, 2017**





## **HMW Special Utility District**

- Not for Profit Water Provider
- Elected Board of Directors
- 34 Water Systems
- 41 Water Plants
- 3 Interconnects
- 2880 Connections in Montgomery County
- 1440 Connections in Harris County
- Water plants and systems are operated and maintained by HMW staff who are TCEQ certified operators

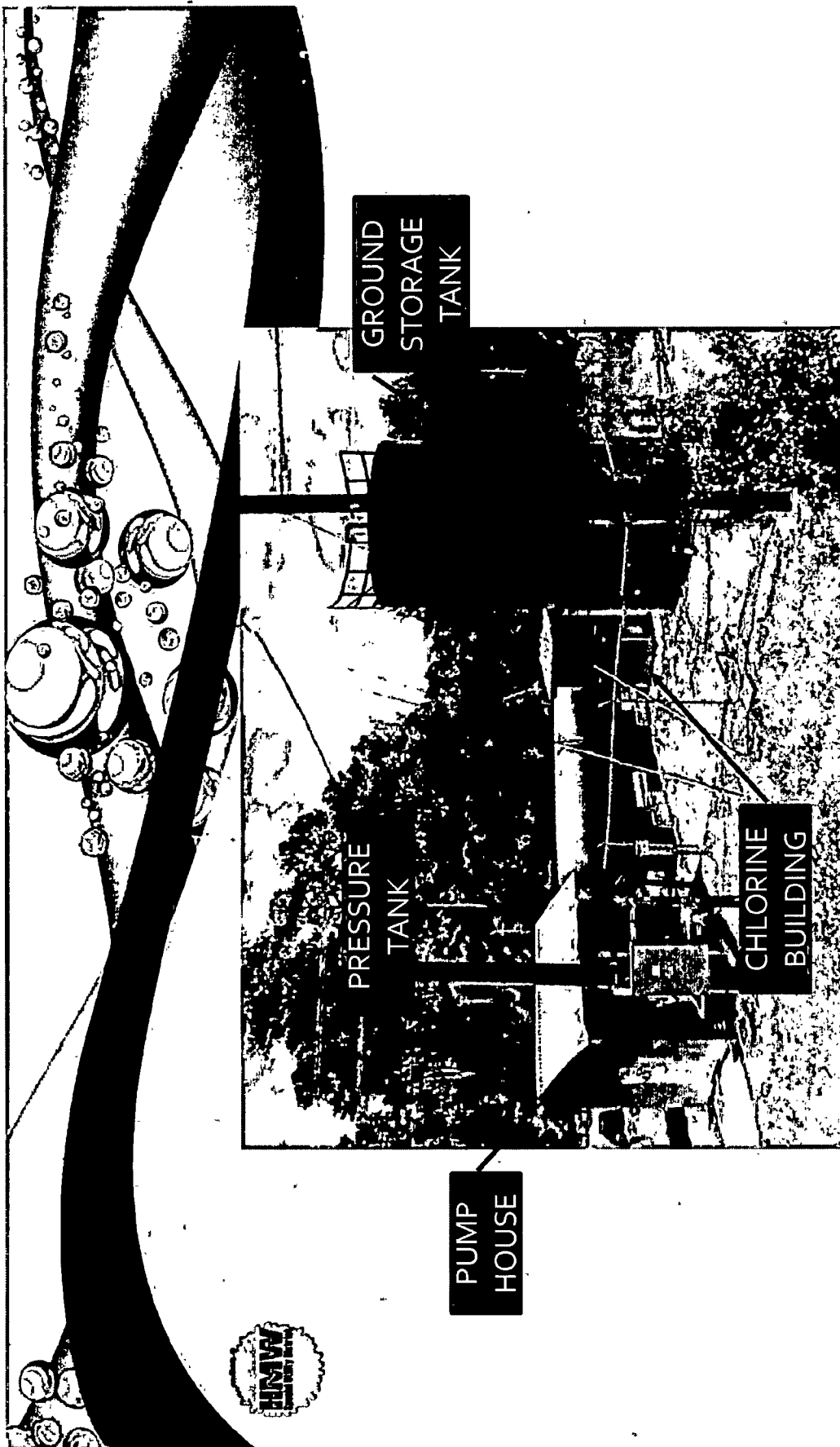


## Interconnect Proposal

- What: HMW SUD would like to have an interconnect with the City of Tomball to provide residential water service to the Red Oak Terrace and McKinney Place Subdivisions.
- Why: HMW's Red Oak Terrace water system infrastructure is ~20 years old. An interconnect is a faster and more cost effective option than replacement.
- When: The infrastructure will need to be replaced or decommissioned within 4-6 months.
- How: HMW would pay for and manage construction and maintenance.
- Advantages: Long term source of revenue for the City of Tomball at an agreed rate per 1,000 gallons with no obligation beyond the connection point; local community goodwill.



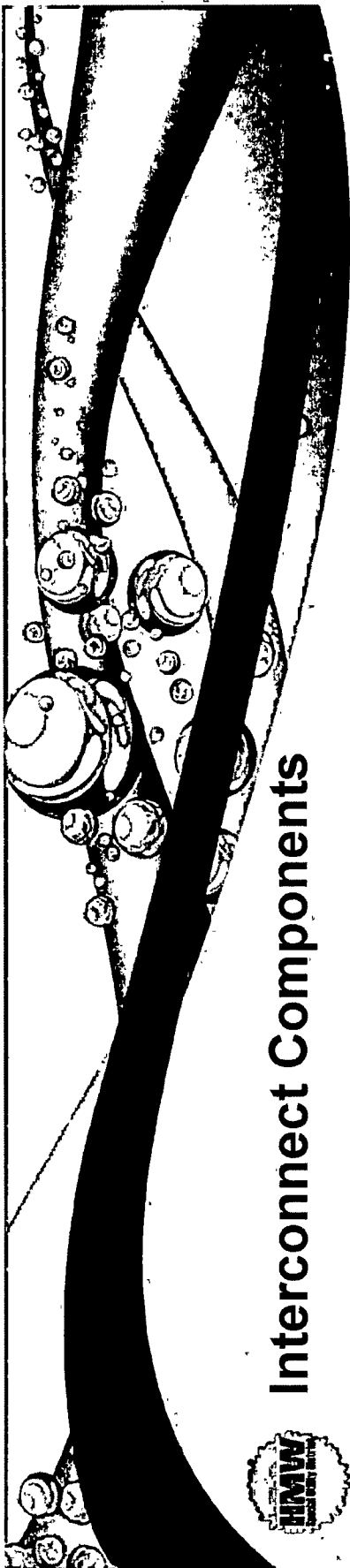




**Direct Testimony of John Escamilla**  
COT1063

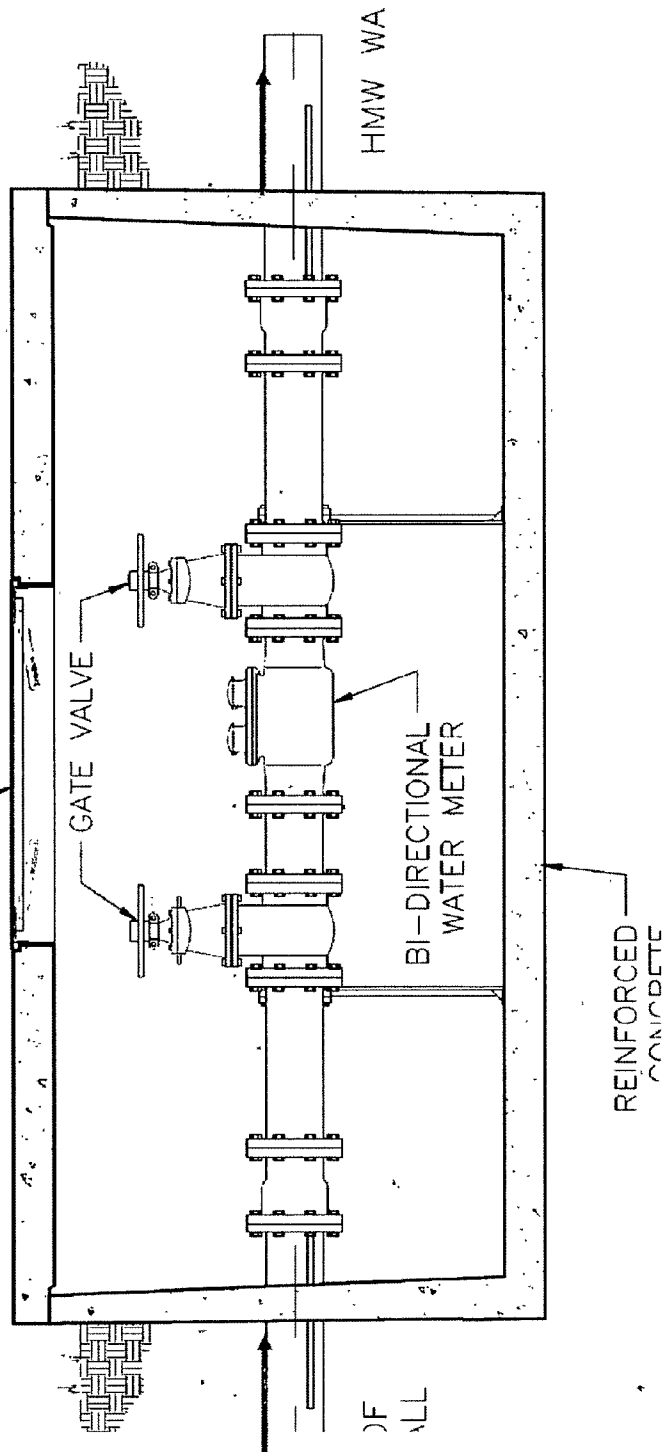
- Water System Components: Water well, ground storage tank, chlorine building, pump house, pressure tank, water lines, interconnect; ability to serve 94 equivalent single family connections at 85% capacity
- Interconnect: Connection between two water systems

**Ex. JE-13**

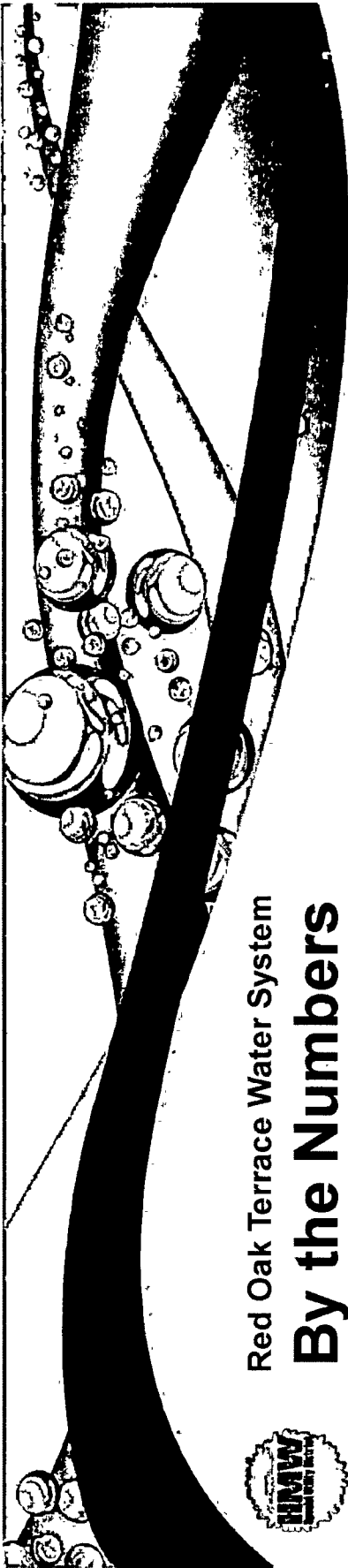


## Interconnect Components

LOCK AND  
SAFETY NET



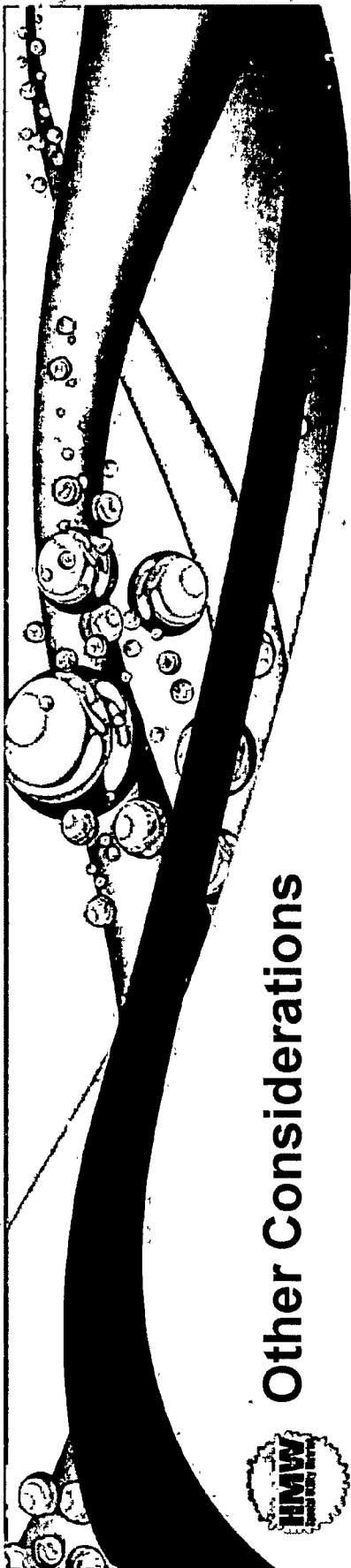
Interconnect Components: One-way flow of water; Gate valves on both sides of the meter; Reinforced Concrete Valve Box; Lockable Hatch; Water Meter and Backflow Preventer to City Standards



Direct Testimony of John Escamilla  
COT1065

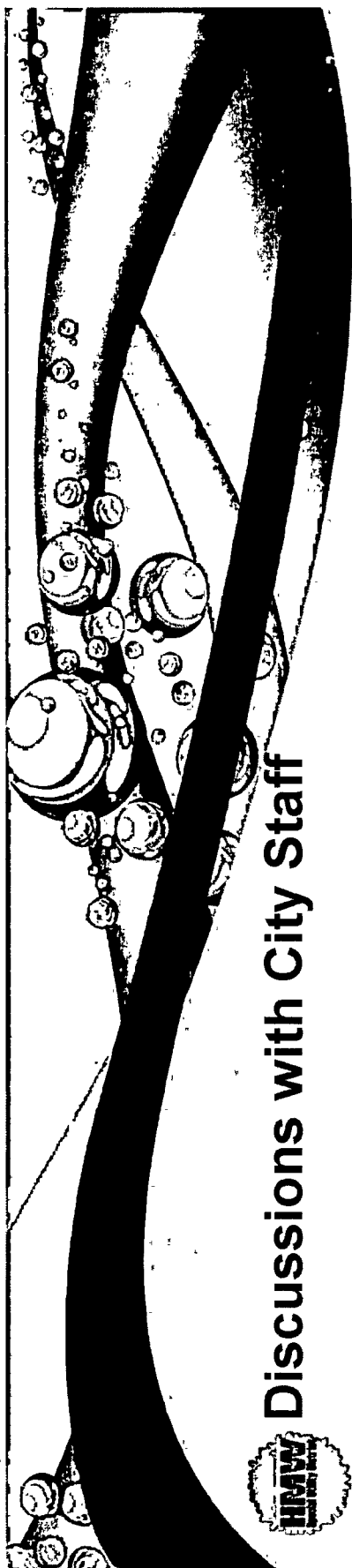
- Current Service Connections:
  - 5/8-inch connections: 53
  - 1-inch connections: 2
- 2016 Pumpage: 3,794,000 gallons
  - Average of 5,750 gal/month/connection
- 2015 Pumpage: 4,159,000 gallons
  - Average of 6,301 gal/month/connection

Ex. JE-13



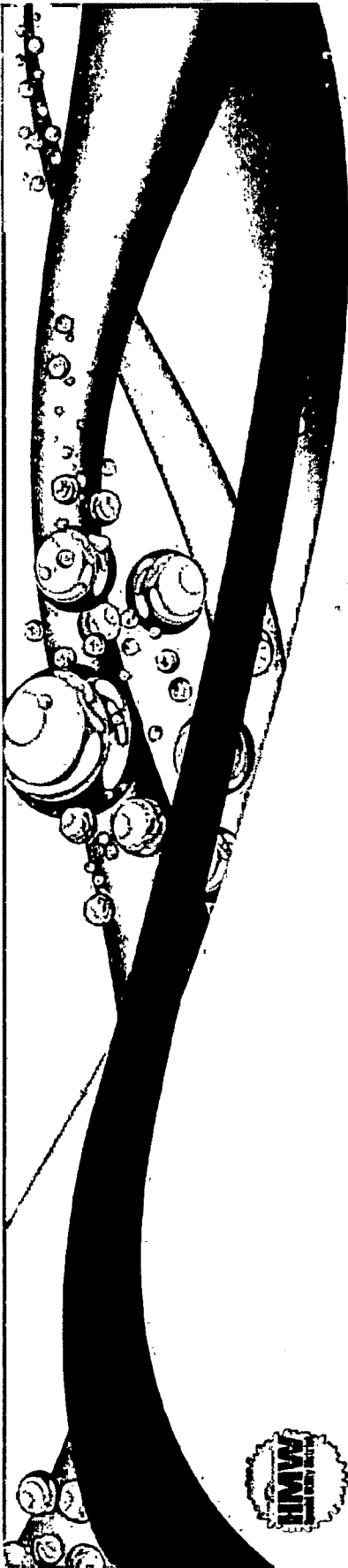
## Other Considerations

- Source of revenue for the City of Tomball at an agreed rate per 1,000 gallons
- TCEQ encourages interconnects to reduce the number of groundwater wells
- Residents use less water than the average consumer
- Local community goodwill with residents who go to Tomball schools and churches and shop in the City of Tomball



## Discussions with City Staff

- Plenty of City system capacity for the need
- The meter vault would contain a backflow preventer and be constructed to City specifications
- No City obligation beyond the meter
- HMW will perform annual Lead and Copper testing per City SOP
- Communication between operations staff will be maintained to ensure system standards
- If approved, further discussion with City Staff will occur to finalize details



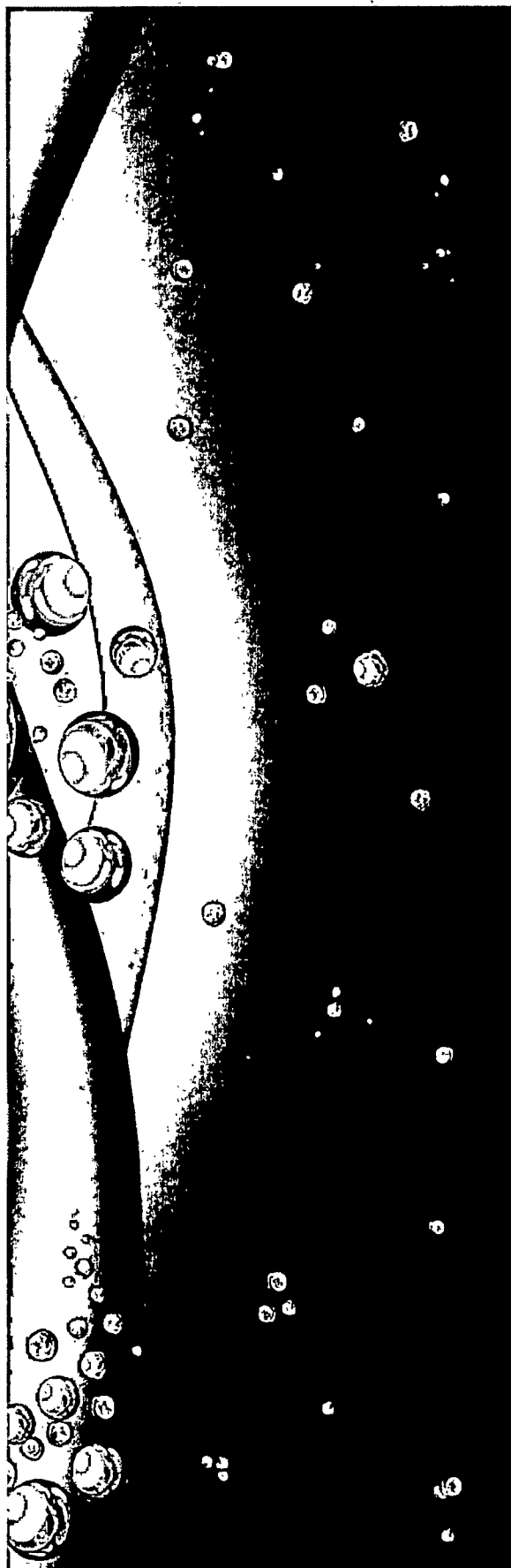
## **Moving Forward with HMMW**

- HMMW seeks a water purchase agreement that includes:
  - Agreed, renewable terms that establish a long term business relationship
  - City approval of plans for the interconnect structure
  - HMMW's payment for the new facilities
  - Agreement to assign areas of maintenance responsibility for each party
  - Compliance with all state and local requirements
  - Agreed pricing that benefits both parties



**Thank You**

**Direct Testimony of John Escamilla**  
COT1069



**Ex. JE-13**



**Meagan Mageo**

---

**Subject:** FW: Broussard Park water service

---

**From:** Gray, Ian (Engineering) [<mailto:Ian.Gray@hcpid.org>]  
**Sent:** Wednesday, January 11, 2017 4:58 PM  
**To:** David Esquivel  
**Subject:** RE: Broussard Park water service

David,

Thank you for producing this email so fast.

I really do appreciate it and hopefully will help with our process of being able to work with City of Tomball.

Thanks,

**Ian Gray**  
Graduate Engineer  
Harris County Engineering Department  
(713) 274-3765  
[ian.gray@hcpid.org](mailto:ian.gray@hcpid.org)

---

**From:** David Esquivel [<mailto:DEsquivel@tomballtx.gov>]  
**Sent:** Wednesday, January 11, 2017 3:15 PM  
**To:** Gray, Ian (Engineering) <[Ian.Gray@hcpid.org](mailto:Ian.Gray@hcpid.org)>  
**Subject:** Broussard Park water service

Good afternoon Mr. Gray,

This is the summary of our conversation regarding the water service for Broussard Park which will provide the opportunity to serve Mathews Park (County park) if an interlocal agreement is in place between the County and City of Tomball. The city is working on constructing a 12" water line along Zion Road to Hufsmith connecting to an existing line along Snook Lane. An 8" service line will be laid along the north property line to the east end of the Broussard Park property. There will be capacity in the line to serve both parks for restroom facilities and irrigation. The engineering design contract has been awarded and we anticipate to have water service by the end of April 2017.

The city has also applied for a CCN (Certificate of Convenience and Necessity) to provide water and sewer service for areas within the city limits as well as the ETJ. The application does remove areas where there is already a CCN in place. If an identity is within an existing CCN but cannot get the needed service then a request to disannex from that CCN can be done. At the time of disannexation, the city may be able to provide service.

If you have any further questions please feel free to let me know.

Thanks,

David Esquivel, PE  
Director of Public Works

	A	B	C	D	E	F	G	H	I	J
1	Full Name	LAST 4	WW	EXPIRES	LICENSE #	WG	EXPIRES	LICENSE #	CDL	EXP
2	UPDATED 4/20/17									
3										
4	Danny Hitchcock	1211	B	01/26/18	WW0036832	B	12/28/18	WG0011995		
5	John Escamilla	1958	B	01/26/18	WW0036826	B	7/28/18	WG0011999		
6	Randy Warren	7209	B	01/26/19	WW0040428	B	7/28/18	WG0011998		
7	Dewayne Osgood	5275	B	09/29/18	WW0038642	B	5/21/18	WG0011765		
8	William Goff	0023	B	10/05/18	WW0039435	B	8/15/17	WG0011524		
9	Carl Singleton	5240	B	09/29/18	WW0040055	C	3/17/18	WG0010018		
10	Timothy Negrete	5949	C	05/09/20	WW0035872	C	12/7/19	WG0011092	YES	
11	Justin Pruitt	2565	C	05/12/18	WW0039103	C	12/17/17	WG0011527	YES	1/7/2019
12	Tracy Walton	9384	B	09/29/18	WW0038644	B	12/28/18	WG0012363		
13	Robert Sindlinger	1843	B	01/26/18	WW0038643	B	5/20/18	WG0011997		
14	Bradley Janisch	3572	B	09/30/19	WW0042975	B	9/17/19	WG0013015	YES	10/6/2017
15	Cody Palmer	3409	C	10/06/18	WW0040503	C	8/6/18	WG0012075		
16	Tom Borcky-Noblet	0829	C	10/05/18	WW0040486	C	8/21/18	WG0012174		
17	Alan Martin	8653	C	05/25/19	WW0041940	C	9/17/19	WG0013016		
18	Glen Williams	6850	A	02/23/20	WW0017401	B	11/13/17	WG0008337		
19	Justin Stancil	9107	C	10/05/18	WW0050217	C	9/10/17	WG0034199		
20	Wesley Patten	4211	C	10/05/18	WW0051593	C	2/18/18	WG0015266		
21	James Linney	6096	B	12/15/17	WW0045632	C	3/8/19	WG0000708		
22	Jake Colburn	7916	C	08/04/19	WW0052836	C	6/24/18	WG0036105		
23	Justin Parker	8384	C	11/18/18	WW0054584	C	5/12/19	WG0015994		
24	Jacob Carbo	3321	C	08/03/19	WW0052835	D	1/13/18	WG0036030		
25	Jeremy Dueitt	0390	D	09/06/19	WW0056362	D	04/26/19	WG00038565		
26	Danny Lowers		D	08/04/19	WW0055439	D	4/27/19	WG0039026		
27	Mike Worsham		C	02/02/19	WW0054644	C	4/3/20	WG0016223		
28										
29										
30	Wayne Smith								YES	1/31/2017
31	Gary Robeck								YES	7/27/2016
32	Kevin Rucker								YES	7/20/2019
33	Mike Lewis								YES	8/4/2015
34	Vicente Cazares								BUS	7/13/2018
35	Tom Mills								YES	8/19/2016
36	Gary Lane								BUS	3/11/2019
37	Richard Adzger									
38	Marion Baranosky									
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Direct Testimony of John Escamilla

Ex. JE-15

COT1071

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested				
Regulated Entity/Site Name	CITY OF TOMAHAWK		TCEQ Add. ID No. RN No. (optional)	10100200
Investigation Type	Contact Made In-House (Y/N)	Purpose of Investigation	CCI	
Regulated Entity Contact	JOHN ESCAMILLA	Telephone No.	(281) 290-1427	Date Contacted
Title	UTILITIES SUPERINTENDENT	Fax No.		Date Faxed

NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and does not represent final TCEQ findings related to violations. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

For Records Request: Identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues: include the rule in question with the clearly described potential problem. Other type of issues: fully describe.		
Issue	Rule Citation (if known)	Description of Issue
1 AV 240.42(e)(4)(C)		NEED FORCED AIR VENTILATION AT S. PINE PLANT
2 AV 240.42(e)(4)(C)		NEED FORCED AIR VENTILATION AT FM 2920 PLANT
		ALSO KNOWN AS #53 #6 PLANT
3 AV 240.42(e)(4)(C)		NEED FORCED AIR VENTILATION AT BAKER ST. PLANT

Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Document Acknowledgment. Signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, document will be faxed to regulated entity; therefore, signature not required.		
Investigator Name (Signed & Printed)	Date	Regulated Entity Representative Name (Signed & Printed)
SHARON SALINAS	11/20/15	JOHN ESCAMILLA
		11-20-15

If you have questions about any information on this form, please contact your local TCEQ Regional Office.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512-239-3282.

White Copy: Regulated Entity Representative Yellow Copy: TCEQ  
TCEQ-2005 (Rev 6/07)

(Note: Use additional pages as necessary) Page 1 of 1

Sharon Salinas @ tceq.texas.gov

**§290.42(e)(3)(G)** The use of disinfectants other than free chlorine and chloramines will be considered on a case-by-case basis under the exception guidelines of §290.39(l) of this title. If water containing chloramines and water containing free chlorine are blended, then a case-by-case review under §290.39(l) of this title will be required.

**§290.42(e)(4)** Systems that use chlorine gas must ensure that the risks associated with its use are limited as follows.

**§290.42(e)(4)(A)** When chlorine gas is used, a full-face self-contained breathing apparatus or supplied air respirator that meets Occupational Safety and Health Administration (OSHA) standards for construction and operation, and a small bottle of fresh ammonia solution (or approved equal) for testing for chlorine leakage shall be readily accessible outside the chlorinator room and immediately available to the operator in the event of an emergency.

**§290.42(e)(4)(B)** Housing for gas chlorination equipment and cylinders of chlorine shall be in separate buildings or separate rooms with impervious walls or partitions separating all mechanical and electrical equipment from the chlorine facilities. Housing shall be located above ground level as a measure of safety. Equipment and cylinders may be installed on the outside of the buildings when protected from adverse weather conditions and vandalism.

**§290.42(e)(4)(C)** Adequate ventilation, which includes both high level and floor level screened vents, shall be provided for all enclosures in which gas chlorine is being stored or fed. Enclosures containing more than one operating 150-pound cylinder of chlorine shall also provide forced air ventilation which includes: screened and louvered floor level and high level vents; a fan which is located at and draws air in through the top vent and discharges to the outside atmosphere through the floor level vent; and a fan switch located outside the enclosure. Alternately, systems may install negative pressure ventilation as long as the facilities also have gas containment and treatment as prescribed by the current International Fire Code (IFC).

**§290.42(e)(5)** Hypochlorination solution containers and pumps must be housed in a secure enclosure to protect them from adverse weather conditions and vandalism. The solution container top must be completely covered to prevent the entrance of dust, insects, and other contaminants.

**§290.42(c)(6)** Where anhydrous ammonia feed equipment is utilized, it must be housed in a separate enclosure equipped with both high and low level ventilation to the outside atmosphere. The enclosure must be provided with forced air ventilation which includes: screened and louvered floor level and high level vents; a fan which is located at and draws air in through the floor vent and discharges through the top vent; and a fan switch located outside the enclosure. Alternately, systems may install negative pressure ventilation as long as the facilities also have gas containment and treatment as prescribed by the current IFC.

**John Escamilla**

---

**From:** John Escamilla  
**Sent:** Monday, April 04, 2016 12:51 PM  
**To:** Sharon Salinas (Sharon.Salinas@Tceq.Texas.Gov)  
**Cc:** David Esquivel; Danny Hitchcock; Randy Warren  
**Subject:** T.C.E.Q. ID # 1010026 The City of Tomball / Investigation # 1287738.  
**Attachments:** Invoice from Cherokee Elect. Water Well fan install..pdf; IMG\_0710.jpg; IMG\_0711.jpg; IMG\_0712.jpg; IMG\_0713.jpg; IMG\_0714.jpg; IMG\_0715.jpg; IMG\_0716.jpg; IMG\_0717.jpg; IMG\_0718.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Blue Category

Good Morning Mrs. Salinas,

This correspondence is to let you know that the alleged violations found at our water treatment facilities during your recent visit/inspection on 11/04/15 have all been corrected. We have provided/installed adequate ventilation with both high level and floor level, screened, electric, fan forced exhaust units at all three locations as requested. The three locations that were noted are Pine Street water well at 802 South Pine Street, Baker Drive water treatment facility at 1006 Baker Drive and FM 2920 water wells 5 & 6 at 15902 FM 2920.

Please find attached the invoice outlining the work that was done at each facility as well as photographs showing the installed units at said facilities. I hope that this is satisfactory to clear up the notice of violations for the comprehensive compliance investigation # 1287738. Please feel free to contact me directly with any questions, comments or concerns Mam and we look forward to seeing you in the field soon.

Thanks,

John...

*John Escamilla  
Utility Superintendent  
City of Tomball  
Office: 281-290-1427  
Fax: 281-351-4735*

*"My Father was an amazing man. The older I got the smarter he got."*

*Mark Twain*

Cherokee Electrical Services

32915 Westwood Sq. West  
Magnolia, TX 77354  
281-356-5703

# Invoice

Date	Invoice #
3/31/2016	1230

<b>Bill To</b>
The City of Tomball RE: Install exhaust fans @ 3 water wells ATTN: JOHN ESCAMILLA

P.O. No.	Terms	Project
0018504		

Quantity	Description	Rate	Amount
	#01) Water well @ maintenance facility		0.00
	Install new exhaust fan and install switch outside		0.00
	Labor & Material 680.00		0.00
			0.00
	#02) Water well on Baker Street		
	Install exhaust fan		0.00
	Labor & Material 620.00		0.00
	#03) Water well on F.M. 2920		0.00
	Install exhaust fan		0.00
	Labor & Material 620.00	1,920.00	1,920.00
		<b>Total</b>	\$1,920.00

Direct Testimony of John Escamilla

COT1075

Ex. JE-16

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niermann, *Commissioner*  
Richard A. Hyde, P.E., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 10, 2016

The Honorable Gretchen Fagan, Mayor  
City of Tomball  
501 James St.  
Tomball, Texas 77375-4623

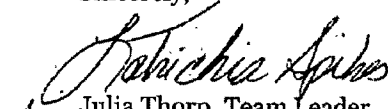
Re: Notice of Compliance with Notice of Violation (NOV) dated December 8, 2015:  
City of Tomball, 802 South Pine St., Tomball, Harris County, Texas  
Regulated Entity No.: 101226694, TCEQ ID No.: 1010026 Investigation No.: 1329882

Dear Mayor Fagan:

On May 3, 2016, the Texas Commission on Environmental Quality (TCEQ) Houston Region Office received adequate compliance documentation to resolve the alleged violation documented during the investigation of the above-referenced regulated entity conducted on November 4, 2015 through November 20, 2015. ~~Based on the information submitted, no further action is required concerning this investigation.~~

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Ms. Sharon Salinas in the Houston Region Office at (713) 767-3650.

Sincerely,

  
Julia Thorp, Team Leader  
Public Water Supply  
Houston Region Office

JT/SJS/ra

Enclosure: *Summary of Investigation Findings*

cc: Harris County Public Health and Environmental Services

John Escamilla, Director of Public Works, 501 James St., Tomball, Texas 77375-4623

## Summary of Investigation Findings

CITY OF TOMBALL

501 N ELM ST

TOMBALL, HARRIS COUNTY, TX 77375

Investigation #

1329882

Investigation Date: 05/03/2016

Additional ID(s): 1010026

## ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 589847

30 TAC Chapter 290.42(e)(4)(C)

### Alleged Violation:

Investigation: 1287738

Comment Date: 12/07/2015

#### Disinfection

~~Failure to provide adequate ventilation~~, which includes both high level and floor level screened vents, shall be provided for all enclosures in which gas chlorine is being stored or fed. Enclosures containing more than one operating 150-pound cylinder of chlorine shall also provide forced air ventilation which includes: screened and louvered floor level and high level vents; a fan which is located at and draws air in through the top vent and discharges to the outside atmosphere through the floor level vent; and a fan switch located outside the enclosure. Alternately, systems may install negative pressure ventilation as long as the facilities also have gas containment and treatment as prescribed by the current International Fire Code (IFC).

At the time of the investigation, it was found that Plant 1 on South Street did not have proper forced air ventilation and did not have a fan switch located outside the enclosure where the chlorine gas was being fed into the distribution system. It was also found that Plant 2 on Baker Street did not have proper forced air ventilation where chlorine gas was being fed into the distribution system. And it was also found that Plant 3 on FM 2910 did not have proper forced air ventilation where chlorine gas was being fed into the distribution system.

Investigation: 1329882

Comment Date: 05/03/2016

#### Disinfection

Failure to provide adequate ventilation, which includes both high level and floor level screened vents, shall be provided for all enclosures in which gas chlorine is being stored or fed.

**Recommended Corrective Action:** Submit a photo, work order or invoice to show that a fan switch located outside the enclosure has been installed at Plant 1 and that adequate ventilation has been provided at Plant 1, Plant 2 and Plant 3.

**Resolution:** On March 31, 2016 the regulated entity submitted an invoice and photographs via email showing that adequate ventilation, which includes both high level and floor level screened vents are provided for all enclosures in which gas chlorine is being stored or fed. This documentation verifies compliance.



Bryan W. Shaw, Ph.D, P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niermann, *Commissioner* -  
Richard A. Hyde, P.E., *Executive Director*



PWS\_1010026\_CO\_20161031\_NOV LCR

## Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

October 31, 2016

GRETCHEN FAGAN  
CITY OF TOMBALL  
501 JAMES ST  
TOMBALL, TX 77375-4623

**Subject: NOTICE OF VIOLATION  
LEAD AND COPPER INITIAL OR ROUTINE TAP SAMPLING  
CITY OF TOMBALL - PWS ID NO. 1010026  
HARRIS COUNTY, TEXAS**

Attention: Public Water System Owner / Official / Manager

Title 30 of the Texas Administrative Code (30 TAC), Chapter 290, Section 290.117, *Regulation of Lead and Copper* and Title 40 of the Code of Federal Regulations (40 CFR), Chapter I, Subchapter D, Part 141, Subpart I, *Control of Lead and Copper*, establishes requirements for community and non-transient non-community public water systems (PWS) to meet designated lead and copper levels and water quality parameter ranges. Public water systems must control the levels of lead and copper in drinking water by controlling the corrosivity of the water.

The Texas Commission on Environmental Quality (TCEQ) requires community and non-transient non-community PWSs to monitor for lead and copper tap samples in accordance with 30 TAC, Chapter 290, Section 290.117(c)(2). In addition, the PWS is required to report any sample results in accordance with 30 TAC, Chapter 290, Section 290.117(i). Based on our most recent records review, the PWS has a monitoring & reporting violation for the following period:

[June 1 - September 30, 2016]

Please note that your PWS is required to issue public notification to customers for the violations as listed above in accordance with 30 TAC §290.122. Failure to do so will subject you to further violations. See the enclosed templates for mandatory language required for the public notice. You must provide copies of the public notice and a signed Certificate of Delivery to the TCEQ at the address provided below:

Public Drinking Water Section  
Water Supply Division, MC-155  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, TX 78711-3087

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • [www.tceq.texas.gov](http://www.tceq.texas.gov)  
How is our customer service? [www.tceq.texas.gov/goto/customersurvey](http://www.tceq.texas.gov/goto/customersurvey)  
printed on recycled paper

Direct Testimony of John Escamilla

Ex. JE-17

COT1078



**Texas Commission on Environmental Quality**  
CERTIFICATE OF DELIVERY OF PUBLIC NOTICE TO CUSTOMERS: TIER III  
Public Notice (PN) to be posted within **90 days** of initial violation notification

Public Water System (PWS) name: \_\_\_\_\_  
PWS ID: \_\_\_\_\_ Month / Year of violation(s): \_\_\_\_\_

Type of violation(s):  
\_\_\_Lead and Copper Initial Monitoring  
\_\_\_Lead and Copper Reduced Monitoring

30 TAC 290.122(c) requires that your PWS make an adequate, good-faith effort to reach all consumers served by the system by appropriate methods (check all below that apply):

**COMMUNITY WATER SYSTEM:**

\_\_\_Mail or directly distribute PN to each customer receiving a bill and to other service connections to which water is delivered by the public water system;

**and at least one of the following methods if direct delivery may not reach all persons regularly served by the system:**

\_\_\_Publish PN in local newspaper  
\_\_\_Deliver multiple PNs for distribution by customers that provide their drinking water to others (e.g. apartment building owners or large private employers)  
\_\_\_Post PN in public places  
\_\_\_Deliver PN to community organizations  
\_\_\_Post PN on the Internet at: www.\_\_\_\_\_

**NONCOMMUNITY WATER SYSTEM:**

\_\_\_Mail or directly deliver PN to each customer and service connection, or  
\_\_\_Post PN in conspicuous places within the water system;

**and at least one of the following methods if direct delivery or public posting may not reach all persons regularly served by the system:**

\_\_\_Publish PN in local newspaper  
\_\_\_Deliver multiple PNs for distribution by customers that provide their drinking water to others (e.g. apartment building owners or large private employers)  
\_\_\_Post PN in public places  
\_\_\_Deliver PN to community organizations  
\_\_\_Post PN on the Internet at: www.\_\_\_\_\_

**REQUIRED SIGNATURE ON REVERSE SIDE**

**Direct Testimony of John Escamilla**

**Ex. JE-17**

LEAD & COPPER RULE MONITORING AND REPORTING VIOLATION  
MANDATORY LANGUAGE - TIER III

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

-----[system name]----- has violated the monitoring and reporting requirements set by Texas Commission on Environmental Quality (TCEQ) in Chapter 30, Section 290, Subchapter F. Even though these were not emergencies, as our customers, you have the right to know what happened and what we are doing (or did) to correct these situations.

*We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During [compliance period] we [did not monitor or test - or - did not complete all monitoring or testing] for [contaminant(s)] and therefore cannot be sure of the quality of your drinking water during that time.*

The table below lists the contaminant(s) we did not properly test for during the last year, how often we are supposed to sample for [these contaminants], how many samples we are supposed to take, how many samples we took, when samples should have been taken, and the date on which the follow-up samples were [or will be] taken.

Contaminant	Required sampling frequency	Number of samples taken	When samples should have been taken	When samples were or will be taken

**What is being done?**

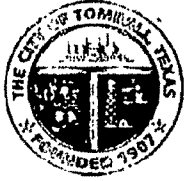
We are working to correct the problem. For more information, please contact [name of contact] at [phone number] or [mailing address].

[corrective actions]

*Please share this information with all other people who drink this water, especially those who may not have received this notice directly (i.e., people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.*

This notice is being sent to you by [system]. Public Water System Number: [TX-----]

Date Distributed: -----



# City of Tomball

**Gretchen Fagan**  
Mayor

**George Shackelford**  
City Manager

January 6, 2017

**RE: Explanation letter for the TCEQ Violation of Drinking Water Rules – Lead and Copper Sampling and Testing**

Dear City of Tomball Water Customer,

The City of Tomball is required to test the levels of Lead and Copper every three (3) years and is done by collecting 20 samples from different households. The purpose of the lead and copper regulations is to protect public health by minimizing lead and copper levels in drinking water, primarily by reducing water corrosivity. The TCEQ regulations require sampling at entry points to the distribution system. Because lead and copper in drinking water is mainly due to the corrosion of service lines and household plumbing materials, tap water samples are typically collected at kitchen or bathroom taps of residences and other buildings. This requirement significantly complicates sample collection, requiring coordination and participation of the customer who volunteer their time and efforts to help the City. The TCEQ has guidelines on how the water samples are to be taken and how they are submitted for testing at certified labs. Unfortunately during this collection year, some of the samples that were taken did not meet the sample delivery time to the testing lab. The sample delivered outside the required time frame were rejected which caused the City to be in violation of the reporting requirements. The requirement for addressing this violation is to notify the customers served from this water system about the violation. Since this is only a reporting violation no other action is required.

This violation is solely administrative (reporting). All of the testing of the water shows that there is **NOT** a high level of lead or copper. There is not a concern with the water quality and this is an administrative action taken to keep the public informed of any testing results or actions that are required. Staff has taken an additional twenty (20) samples for testing to ensure the water quality of our water customers even though the additional samples will not satisfy the missed deadline requirement of submitting the original samples. Those subsequent samples indicate NO high levels of lead or copper and in compliance with state regulations. The City of Tomball considers any matter concerning the drinking water supply extremely important and we will continue to take measures to ensure that the level of quality remains in the highest level as possible. In this case, staff has already made changes to our procedures to ensure that we collect and deliver the water samples in a timelier manner. Staff has also taken additional samples to ensure the water quality of our water customers and the testing results of those samples are below the state maximums. Staff will also start sampling and testing water on an annual basis rather than the state required 3 year cycle to simply collect more data and make this collection and testing more routine for city staff. Again, please note that the statutorily required letter that is attached is required to be sent to every customer to inform customers of a violation of the reporting rules and regulations of water sampling for lead and copper.

City staff will continue to work hard to maintain the water system to a superior level. I apologize for any misunderstanding or confusion that this may cause, however if you have any questions, please do not hesitate to contact John Escamilla, Utilities Superintendent at 281-290-1427 or myself at 281-290-1415.

Sincerely,

David Esquivel, PE  
Director of Public Works

501 JAMES STREET • TOMBALL, TEXAS 77375 • 281-290-1405

**Direct Testimony of John Escamilla**

**Ex. JE-18**

## John Escamilla

---

**To:** David Esquivel  
**Cc:** Danny Hitchcock; Randy Warren  
**Subject:** FW: Lead & Copper Rush Samples  
**Attachments:** Special Lead & Copper Report 342605 - 12-28 - 12-29-16.pdf

Dávid,

Please find attached the Cu & Pb sample results from North Water District Lab Services for the twenty (20) water samples submitted to them on 1-03-17.

I am available for discussion if needed Sir.

Thanks,

JE

**From:** Glen Williams  
**Sent:** Thursday, January 05, 2017 8:30 AM  
**To:** John Escamilla  
**Subject:** FW: Lead & Copper Rush Samples

Thank you,

Glen Williams  
City of Tomball  
Wastewater Plant Supervisor  
832-349-8027

**From:** Deena McDaniel [<mailto:deena@nwdls.com>]  
**Sent:** Thursday, January 05, 2017 8:25 AM  
**To:** Glen Williams; James Linney  
**Subject:** Lead & Copper Rush Samples

The list of addresses is attached to the report.

Thank you,

Deena McDaniel  
NWDLS, Inc.  
Compliance Coordinator  
8725 Fawn Trail  
The Woodlands, TX 77385

**Direct Testimony of John Escamilla**

1

**Ex. JE-19**

936-321-6060 x222 - Office  
936-321-6061 - Fax  
[deena@nwdls.com](mailto:deena@nwdls.com)



*View the new parameters added to our NELAP scope of accreditation!*  
[http://www.tceq.state.tx.us/assets/public/compliance/compliance\\_support/qa/labs/north\\_water\\_district.pdf](http://www.tceq.state.tx.us/assets/public/compliance/compliance_support/qa/labs/north_water_district.pdf)

Please let us know how we're doing by taking our Customer Satisfaction Survey:  
<http://survey.constantcontact.com/survey/a07e5atznfrgv2u9lbo/start>



North Water District  
Laboratory Services, Inc.  
8725 Fawn Trail • The Woodlands, TX 77385  
(936) 321-6060 • fax (936) 321-6061 • lab@nwdls.com

**Laboratory Analysis Report**  
**5500 - City of Tomball Specials**

**Project ID:**

City of Tomball Specials

**Report To:** City of Tomball  
501 James St  
Tomball, Texas 77375

The following test results meet all NELAP requirements for analytes for which certification is available. Any deviations from our quality system will be noted. All analyses performed by North Water District Laboratory Services, Inc. unless noted. All analytical results relate only the sample(s) tested, as received by the laboratory.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature. This report may not be reproduced except in full, and with written approval from the laboratory.

For questions regarding this report, contact Deena McDaniel at 936-321-6060.

Deena McDaniel  
Compliance Coordinator



North Water District  
Laboratory Services, Inc.  
8725 Fawn Trail - The Woodlands, TX 77385  
(936) 321-6060 - fax (936) 321-6061 - lab@nwdls.com

## SAMPLE RESULTS

5500 - City of Tomball Specials  
Sample Date Range: 12/28/2016 to 12/29/2016

### LCR001 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:00	KW	01/04 20:20	0.172 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR002 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 04:45	KW	01/04 20:20	0.179 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR003 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:17	KW	01/04 20:20	0.363 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR004 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 06:47	KW	01/04 20:20	0.322 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR005 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:00	KW	01/04 20:20	0.328 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR006 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 05:00	KW	01/04 20:20	0.398 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR007 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 06:00	KW	01/04 20:20	0.071 <small>FROM 11-48 CL</small>	0.002 <small>FROM 11-48 CL</small>

### LCR008 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:00	KW	01/04 20:20	0.331 <small>FROM 11-48 CL</small>	0.001 <small>FROM 11-48 CL</small>

### LCR009 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:30	KW	01/04 20:20	0.303 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR010 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 07:30	KW	01/04 20:20	0.145 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR011 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:30	KW	01/04 20:20	0.054 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR012 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 07:30	KW	01/04 20:20	0.378 <small>FROM 11-48 CL</small>	<0.001 <small>FROM 11-48 CL</small>

### LCR013 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 08:40	KW	01/04 20:20	0.570 <small>FROM 11-48 CL</small>	0.002 <small>FROM 11-48 CL</small>

Analyst, date and time of analysis is shown below result.

NWDLS Report Package Page 2 of 9

Report Generated 01/05/2017 8:22:52 AM

Report ID 342605

Direct Testimony of John Escamilla

Ex. JE-19

COT1085





North Water District  
Laboratory Services, Inc.  
8725 Fawn Trail - The Woodlands, TX 77385  
(936) 321-6060 - fax (936) 321-6061 - lab@nwdls.com

## SAMPLE RESULTS

5500 - City of Tomhall Specials  
Sample Date Range 12/28/2016 to 12/29/2016

### LCR014 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 08:50	KW	01/04 20:20	0.514 <small>8/04/11 49 CL</small>	0.001 <small>8/04/11 49 CL</small>

### LCR015 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 07:45	KW	01/04 20:20	0.358 <small>8/04/11 49 CL</small>	<0.001 <small>8/04/11 49 CL</small>

### LCR016 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 09:00	KW	01/04 20:20	0.036 <small>8/04/11 49 CL</small>	0.013 <small>8/04/11 49 CL</small>

### LCR017 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 08:20	KW	01/04 20:20	0.181 <small>8/04/11 49 CL</small>	<0.001 <small>8/04/11 49 CL</small>

### LCR018 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 10:30	KW	01/04 20:20	0.382 <small>8/04/11 49 CL</small>	<0.001 <small>8/04/11 49 CL</small>

### LCR019 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/28 10:40	KW	01/04 20:20	0.458 <small>8/04/11 49 CL</small>	<0.001 <small>8/04/11 49 CL</small>

### LCR020 Collection Point - Grab

Sample Time	C	Received Lab	Cu mg/L	Pb mg/L
12/29 08:00	KW	01/04 20:20	0.365 <small>8/04/11 49 CL</small>	<0.001 <small>8/04/11 49 CL</small>

Analyst, date and time of analysis is shown below result.  
NWDLS Report Package Page 3 of 9

Report Generated 01/05/2017 8:22:52 AM

Report ID 342605

Direct Testimony of John Escamilla

Ex. JE-19

COT1086

**COT Exhibit 4**

**SOAH DOCKET NO. 473-17-2560.WS  
PUC DOCKET NO. 46336**

<b>APPLICATION OF THE CITY OF</b>	<b>§</b>	<b>BEFORE THE</b>
<b>TOMBALL TO OBTAIN WATER</b>	<b>§</b>	
<b>AND SEWER CERTIFICATES OF</b>	<b>§</b>	
<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	<b>STATE OFFICE OF</b>
<b>IN HARRIS AND MONTGOMERY</b>	<b>§</b>	
<b>COUNTIES, TEXAS</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>

**DIRECT TESTIMONY  
OF  
GLEN WILLIAMS**

**ON BEHALF OF APPLICANT,  
CITY OF TOMBALL**

**MAY 12, 2017**

**EXHIBITS**

Exhibit GAW-1	TCEQ Operator's Certification
Exhibit GAW-2	TCEQ Operator's Certification
Exhibit GAW-3	Training Courses
Exhibit GAW-4	Resume
Exhibit GAW-5	TPDES Permit No. WQ0010616001 (North WWTP)
Exhibit GAW-6	TPDES Permit No. WQ0010616001 (South WWTP)
Exhibit GAW-7	Freese & Nichols Needs Assessment
Exhibit GAW-8	Employee Certification List
Exhibit GAW-9	City of Tomball's Employee Handbook
Exhibit GAW-10	WWTP Supervisor Qualifications
Exhibit GAW-11	WWTP Senior Operator Qualifications
Exhibit GAW-12	WWTP Operator Qualifications
Exhibit GAW-13	TCEQ Compliance History Classification (North WWTP)
Exhibit GAW-14	TCEQ Compliance History Classification (South WWTP)
Exhibit GAW-15	2012 TCEQ Compliance Evaluation (North WWTP)
Exhibit GAW-16	2012 TCEQ Compliance Evaluation (South WWTP)
Exhibit GAW-17	2015 TCEQ Compliance Inspection (North WWTP)
Exhibit GAW-18	2015 TCEQ Compliance Inspection (South WWTP)
Exhibit GAW-19	2012 Noncompliance Notification – Two-hour Peak Flow
Exhibit GAW-20	2012 Noncompliance Notification – Copper
Exhibit GAW-21	2011-2016 Self-Reported Data (North WWTP)
Exhibit GAW-22	2012-2016 Self-Reported Data (South WWTP)
Exhibit GAW-23	Water Quality Noncompliance Notifications

**DIRECT TESTIMONY OF GLEN WILLIAMS,  
WITNESS FOR APPLICANT, CITY OF TOMBALL**

**I. INTRODUCTION AND QUALIFICATIONS**

**Q. Please state your name.**

A. Glen Alan Williams

**Q. Please state your occupation and place of employment.**

A. I am the Wastewater Treatment Supervisor for the City of Tomball ("City" or "Tomball"). I have been in this position since October, 2011.

**Q. Please outline your educational and professional background.**

A. I graduated from Tomball High School in 1981. I became a water and wastewater operator in 1987 working for various MUD Districts and utility companies including Municipal District Services, Aqua Services, Texas Bridge, Inc., and Cypress Creek Utility Services. In 2011, I started work as the Wastewater Treatment Plant Supervisor for the City of Tomball. I have a Class A Wastewater license and a Class B Groundwater license issued by the Texas Commission on Environmental Quality ("TCEQ"). I have attached copies of my licenses as Exhibits GAW-1 and GAW-2. I have attended numerous training classes in the past 30 years. I have provided copies of all training completed in Exhibit GAW-3. Exhibit GAW-4 is a copy of my professional resume.

**Q. Please describe your job responsibilities for the City of Tomball.**

A. I am responsible for the operation and maintenance of two (2) - 1.5 million gallon per day ("mgd") wastewater treatment plants and 11 lift stations, not including 3 onsite lift stations. I also am responsible for reviewing and submitting discharge monitoring reports ("DMR's") to the TCEQ.

**II. PURPOSE OF TESTIMONY**

**Q. What is the purpose of your testimony in this proceeding?**

A. The purpose of my testimony is to provide information regarding the City's sewer system and wastewater plants. I am testifying on behalf of the City of Tomball.

**Q. Have you previously testified before the Public Utility Commission of Texas ("PUC" or "Commission") or the TCEQ?**

A. No, I have never testified before the Commission or TCEQ.

**Q. What exhibits have you prepared in support of your testimony?**

A. My direct testimony and testimony exhibits GAW-1 through GAW-23 were prepared by me or under my direction, supervision, or control and are true and correct to the best of my knowledge.

**III. CITY'S SEWER SYSTEM**

**Q. Please describe the City's sewer system.**

A. The City maintains a regional and centralized sewage collection system adequate to collect and convey all sewage to two (2) City-owned Wastewater Treatment Plants ("WWTPs") consisting of approximately 60.25 miles of pipe. The City also maintains ten (10) lift stations. The system receives and treats domestic wastewater at the North and South WWTPs. The North and South WWTPs both have a daily capacity of 1.5 mgd. The current North WWTP is an extended aeration plant, which was put into service in 1987 after a complete rebuild. Attached Exhibit GAW-5 is a copy of the current North WWTP TPDES Permit No. WQ0010616001. This permit is scheduled for renewal in 2018. The South WWTP is an oxidation ditch plant, which was put into service in 2000. Attached Exhibit GAW-6 is a copy of the current South WWTP TPDES Permit No. WQ0010616002. This permit is also scheduled for renewal in 2018.

Both plants are scheduled to undergo major upgrades during fiscal year 2017-2018. The upgrades to the WWTPs planned in the next budget year are necessary to reduce the risk associated with some of the aged infrastructure at both plants, such as repairs or replacement to the clarifiers, aeration basins, lift pumps and non-potable water system. All the needed repairs or replacements were identified in the Critical Needs Assessment completed by Freese & Nichols. As the WWTP Supervisor, I have reviewed the critical needs assessment of both plants that identifies improvements necessary to keep the plants in operation and regulatory compliance. This critical needs assessment prepared by Freese and Nichols is attached as Exhibit GAW-7 and further explains the nature of the upgrades.

**Q. Are the upgrades necessary to meet the existing demand at both WWTP's?**

A. Both plants currently have the capacity required to meet the existing demand. The planned upgrades will replace the aged infrastructure, reduce the risk of disruption and regulatory non-compliance, and improve the overall plant performance. The upgrades are not necessary to accommodate the additional connections the City would serve if the Commission grants the CCN.

**Q. How many customers currently receive sewer service from the City?**

A. The City currently provides sewer services to approximately 4,000 customers. There are still septic systems located within the service area.

**Q. How many additional wastewater customers could the current sewer system accommodate if the CCN is granted?**

A. The current sewer system can accommodate wastewater flows from an additional 10,325 people. This represents an additional 3,971 equivalent single family wastewater connections.

**Q. Are the City's wastewater treatment operators on staff licensed by the State?**

A. Yes. Within one year of employment, all operators must obtain a Class C Wastewater Treatment license. TCEQ requirements mandate that operators must possess a state license and the type of license required is based on the plant size. Based on the

**DIRECT TESTIMONY OF GLEN WILLIAMS**

**PAGE 5**

1 size of the City's Treatment Plant, 30 TAC §30.350, requires that operators must possess  
2 at a minimum a Class B Wastewater license. The City employs more than two WWTP  
3 operators with Class B licenses.

4  
5 **Q. How many operators does the City employ?**

6 A. We currently have on staff one Class A Wastewater Treatment Operator, 11 Class  
7 B Wastewater Treatment Operators, 12 Class C Wastewater Treatment Operators and 2  
8 Class D Wastewater Treatment Operators. All Class C and D operators are currently  
9 working to obtain Class B Wastewater Treatment licenses. Exhibit GAW-8 is a complete  
10 listing of employees and current active licenses.

11  
12 **Q. What is the training program for the treatment plant operators?**

13 A. All operators are required to attend training classes that are offered by a TCEQ-  
14 approved provider in order to prepare for the State exam in which they must obtain a  
15 passing score in order to acquire the next license class.

16  
17 **Q. What is the review program?**

18 A. In order to be eligible to renew your license, an operator must complete a  
19 minimum of 30 continuing education hours within a three year period.

20  
21 **Q. Is there a drug testing policy for the City of Tomball?**

22 A. The City of Tomball conducts pre-employment as well as random drug testing on  
23 all operators employed by the City. I have included excerpts of the City of Tomball's  
24 Employee Handbook as Exhibit GAW-9. Section 3.17 of the Handbook explains the  
25 City's drug-free and alcohol-free workplace policy.

26  
27 **Q. What are the minimum experience criteria for operators?**

28 A. The City requires different levels of qualifications and experience depending on  
29 the position held at the treatment plants. I have provided a detailed job description for  
30 each position explaining the qualifications and experience criteria. Exhibit GAW-10  
31 pertains to qualifications for the WWTP Supervisor, Exhibit GAW-11 pertains to

1 qualifications for WWTP Senior Operator, and Exhibit GAW-12 pertains to  
2 qualifications for the WWTP Operator.

3  
4 **Q. What distinguishes your employees from those of other companies providing**  
5 **sewer service?**

6 A. The City of Tomball employs several qualified operators who are capable of  
7 operating the plants if the plant's operator is absent. Operators perform necessary  
8 preventative maintenance on City owned lift stations on a daily basis to ensure that they  
9 are functioning efficiently at all times. Additionally, City crews are responsible for  
10 installing any extensions to the City system that, in turn, ensures that all extensions meet  
11 TCEQ design criteria. The number and experience of City operations staff ensures that  
12 there are redundancies in the operation of the sewer system, which protects the public  
13 safety. With a larger scale of operation, the City also has greater efficiencies and can  
14 deliver treatment service at a lower cost.

15  
16 **Q. Do the North and South WWTPs have the current capacity to serve the**  
17 **proposed application boundaries?**

18 A. Yes, the current wastewater system has the capacity to treat the unserved  
19 customers in the proposed application boundary. Currently the facilities treat  
20 approximately 1.4 mgd and the plants have the combined capacity to treat 3.0 mgd.

21  
22 **Q. Do the existing WWTPs meet current TCEQ rules and guidelines?**

23 A. Yes. The City's North and South WWTPs are both in compliance with their  
24 respective TPDES permits and rules relating to design criteria for domestic wastewater  
25 systems. The City's sewer system has historically and currently complies with TCEQ  
26 requirements.

27  
28 **Q. Have either of the WWTPs been under any formal enforcement actions in**  
29 **the past five years?**

30 A. No, in the last five years, the City's WWTPs have not been under any formal  
31 enforcement action from the PUC, TCEQ, Harris County, or any other regulatory entity.



1 All potential violations alleged during inspections have been corrected within the  
2 required time allotted by the TCEQ. The City's compliance history classification with  
3 the TCEQ is currently "satisfactory" for the North WWTP and "high" for the South  
4 WWTP. Attached to my testimony are the compliance histories taken from the TCEQ  
5 website showing the high and satisfactory rankings respectively, Exhibits GAW-13 and  
6 GAW-14.

7  
8 **Q. Has TCEQ alleged any violations?**

9 A. In the past five years, the City has had three TCEQ inspections. During the  
10 September 2012 inspection, TCEQ alleged four violations: two at the North WWTP and  
11 two at the South WWTP. At the North WWTP, TCEQ alleged that there was a failure to  
12 provide an alarm light for the high level alarm at the Hunterwood offsite lift station and a  
13 failure to provide a temperature log for the auto sampler. Exhibit GAW-15 is the  
14 Compliance Evaluation Investigation for the North WWTP. In response to these  
15 allegations, we provided the TCEQ with log sheets documenting the temperature for the  
16 auto sampler, which showed that we tested it every day. We also installed an alarm  
17 system at the offsite lift station.

18  
19 The alleged violations, as described in attached Exhibit GAW-16 at the South  
20 WWTP were similar: failure to provide a temperature log for the auto sampler and non-  
21 functioning high LED alarm light at the offsite Hufsmith' lift station. In response to these  
22 allegations, we provided the TCEQ with log sheets documenting the temperature for the  
23 auto sampler that is tested every day and we had the high LED alarm light replaced.  
24 Proof of all the repairs and temperature logs from the North and South WWTPs were  
25 submitted to the TCEQ. The TCEQ considered all these alleged violations resolved by  
26 December 3, 2012.

27  
28 The February 2015 inspection resulted in no alleged violations for either the  
29 North or South WWTPs. However during the compliance investigation, TCEQ  
30 expressed an area of concern resulting from a submitted DMR in 2015. The area of  
31 concern was due to incorrect minimum chlorine residual being noted. To correct the

1 issue, the DMR was revised and resubmitted to the TCEQ for review. We also  
2 recalibrated the flow meter and submitted those results. Please see Exhibits GAW-17 and  
3 GAW-18 detailing the results of the compliance investigation for both the North and  
4 South WWTP's.

5.  
6 The City has also self-reported permit violations for experiencing exceedances in  
7 the established permit parameters. These exceedances are rare and occurred during  
8 extraordinary or "Act of God" rainfall events that caused levels to peak longer than the  
9 established permit parameters. I have attached Exhibit GAW-19 relating to the  
10 noncompliance notification for the North WWTP indicating the two-hour peak during an  
11 extraordinary rainfall event in 2012.

12  
13 The City recently experienced copper levels exceeding the permitted levels at the  
14 North WWTP, the cause of which remains unknown. However to counteract future  
15 levels, we are adding magnesium oxide to the head of the plant three days a week. I have  
16 attached the noncompliance notification submitted to the TCEQ as Exhibit GAW-20  
17 detailing the copper exceedances in October and December of 2016.

18  
19 Finally, we are still waiting on the results from TCEQ's December of 2016  
20 inspection. I have provided documentation from the TCEQ website detailing all self-  
21 reported violations pertaining to permit parameter violations discussed above – the two-  
22 hour peak flow, copper levels, and sanitary sewer overflows issues for both the North and  
23 South WWTPs. This data is attached as Exhibits GAW-21 (North) and GAW-22  
24 (South). I have also included copies of all Water Quality Noncompliance Notifications  
25 the City has submitted to TCEQ for the North and South WWTPs for the past five years  
26 as Exhibit GAW-23.

27  
28 **Q. What is the City's policy about providing sewer service outside of the City**  
29 **limits?**

30 A. The City's policy is to not provide service to anyone outside of the City limits  
31 without Council approval or without voluntary annexation into the City limits. However,

1 upon issuance of the CCN and approval of the CCN boundaries, the City will provide  
2 service to everyone within the City's CCN as long as the requestor complies with City  
3 policies.

4  
5 **Q. Have there been any other requests for sewer service outside of the City**  
6 **limits?**

7 A. We have had inquiries to receive service. The main request however has been for  
8 water service.

9  
10 **Q. From a technical standpoint, does the City possess the capability to provide**  
11 **continuous and adequate sewer service?**

12 A. Yes. The City provides continuous and adequate sewer service to its current  
13 sewer customers and has the facilities, capacity and experience to provide continuous and  
14 adequate sewer service to new sewer customers in the requested CCN area from its  
15 "high" and "satisfactory" ranked WWTPs. The City's Wastewater Master Plan, which is  
16 still being developed, will also provide recommendations on how the City may continue  
17 providing adequate sewer service for the next several decades.

18  
19 **Q. Does this complete your testimony?**

20 A. Yes, however, I reserve the right to revise and/or expand my testimony as  
21 additional facts or evidence become available during the hearing process.

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ♦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed WASTEWATER TREATMENT OPERATOR certificate and pocket card.

## RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION

Date Fee Paid: 12/05/2016

Amount Paid: \$ 111.00

TEST SCORE: N/A

CONTACT INFORMATION  
WASTEWATER LICENSING  
(512)239-0170

For general information about licensing visit:

[www.tceq.texas.gov/licensing](http://www.tceq.texas.gov/licensing)

Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

GLEN ALAN WILLIAMS

Is hereby licensed as a

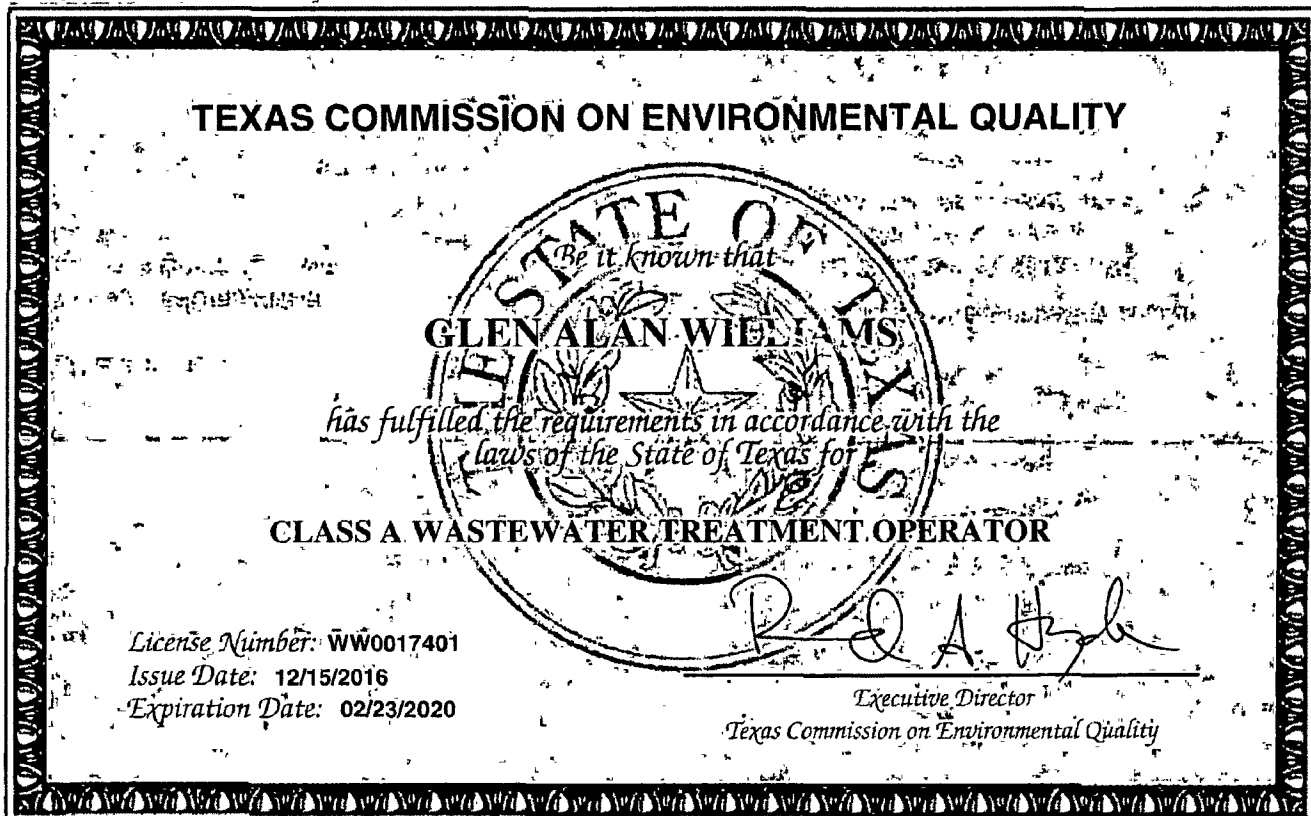
WASTEWATER TREATMENT OPERATOR

Class	License Number	Expires
A	WW0017401	02/23/2020

*Glen Williams*  
SIGNATURE

*R. Q. A. Hylleberg*  
EXECUTIVE DIRECTOR

TCEQ VIPP Form oee3 (09-07-06)



Direct Testimony of Glen Williams

COT1097

Ex. GAW-1