

Control Number: 49339



Item Number: 22

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APPLICATION OF GREEN VALLEY §
SPECIAL UTILITY DISTRICT TO §
AMEND A SEWER CERTIFICATE OF §
CONVENIENCE AND NECESSITY IN §
GUADALUPE COUNTY §

PUBLIC UTILITY COMMISSION

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OF TEXAS
PUBLIC UTILITY COMMISSION
FILING CLERK

GREEN VALLEY SUD'S RESPONSE TO ORDER NO. 8 AND REQUEST FOR EXPEDITED APPROVAL OF UNCONTESTED APPLICATION

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE OAKLEY:

Green Valley Special Utility District ("Green Valley SUD") submits this response to Order No. 8 and would respectfully show the following.

On March 14, 2019, Green Valley SUD filed an application to amend its sewer certificate of convenience and necessity ("CCN") No. 20937 in Guadalupe County. The property to be added to Green Valley SUD's sewer service area consists of approximately 159 acres. Green Valley SUD's application was and is *uncontested*. Green Valley SUD and the owner of the 159-acre tract have an agreement for Green Valley SUD to provide high capacity, industrial water and sewer service to the owner's facility, and the owner fully supports the CCN amendment.

I. GREEN VALLEY SUD HAS A CUSTOMER FOR THE TRACT AND TIME IS OF THE ESSENCE FOR THE COMPLETION OF THIS UNCONTESTED RE-CERTIFICATION.

Order No. 8 states that the 159-acre tract is "being developed with no customers."¹ That statement is not accurate, so Green Valley SUD respectfully submits this brief factual and procedural background to assist the Court. When Green Valley SUD filed its uncontested application in March of 2019, the 159-acre tract was undeveloped (and there was no actual service to the property), but Green Valley SUD already had extensive water infrastructure in place on the property and had a written request for service from the property owner for high capacity water and

¹ Order No. 8 (Jan. 17, 2020).

wastewater service to an industrial facility. The 159-acre tract is now under construction in connection with a major expansion of Toyota's production facilities in the San Antonio area and time is of the essence for this uncontested recertification to be completed. The following is background regarding the development of this industrial facility and the critical nature of timely re-certification to Green Valley SUD and the customer.

In January 2019, Guadalupe Valley Development Corporation ("GVDC"), the then-owner of the tract, approached Green Valley SUD to settle its pending litigation and to request high-capacity, industrial water and sewer service from Green Valley SUD. GVDC needed a firm contractual utility service commitment to attract and finalize an agreement with a major industrial customer whose identity was protected during the course of the extensive and sensitive underlying negotiations. Green Valley SUD shared this information with Commission Staff at the time it submitted the recertification application in March 2019 and kept Staff informed throughout the course of this application process.²

In September 2019—six months after Green Valley SUD filed its uncontested application with the PUC—Toyota and Aisin AW publicly announced a \$400 million investment in a major manufacturing facility to be located on the GVDC tract.³ Also that month, Green Valley SUD and AW Texas, Inc. entered into agreements through which Green Valley SUD will provide water and sewer service to the 159-acre tract, now owned by AW Texas.⁴ Among other things, the water and wastewater agreements set forth the high-capacity service requirements for the industrial facility, along with timelines for completion of the service facilities.

² Green Valley SUD submitted both GVDC's request for service and its formal service application as part of its application in this proceeding. *See* Green Valley SUD's Application, Docket Item No. 1 (March 14, 2019) at pp. 15-36.

³ In August 2019, GVDC completed the sale of the 159 acre tract to AW Texas, Inc., an affiliate of Aisin AW.

⁴ A true and correct copy of the binding wastewater service agreement between Green Valley SUD and AW Texas is attached hereto as **Exhibit A**.

In November 2019, groundbreaking on the AW Texas manufacturing facility took place and was widely reported in the press. Texas Governor Greg Abbott personally attended the groundbreaking ceremony with representatives from Toyota and Aisin AW, along with other state and local officials.⁵ Construction of the AW Texas industrial facility is well underway and completion of the re-certification process is essential for the timely provision of utility services to the facility.

It is now almost 11 months since Green Valley SUD filed its uncontested application. Both the utility and the customer/landowner want the recertification to Green Valley SUD completed to facilitate utility service to the property covered by this CCN amendment application. There is a substantial customer needing service, and time is of the essence. All parties agree that Green Valley SUD has complied with all requirements for re-certification, and no party opposes this amendment.

**II. FEDERAL LITIGATION REGARDING DOCKET NO. 45798
AND THIS APPLICATION FOR RE-CERTIFICATION OF THE 159-ACRE TRACT.**

Order No. 8 requests Green Valley SUD to provide briefing on the status of the pending litigation regarding Docket No. 45798.⁶ The following is background on Docket No. 45798 and the status of federal litigation concerning Docket No. 45798.

On April 4, 2016, GVDC initiated Docket No. 45798 by filing an application for expedited release of its property from Green Valley SUD's sewer CCN under Texas Water Code section 13.254(a-5).⁷ Green Valley SUD received notice of GVDC's application and intervened in Docket No. 45798 to protest decertification of its sewer CCN. Green Valley SUD protested

⁵ A copy of the official press release from Governor Abbott's office, which is also available at <https://gov.texas.gov/news/post/governor-abbott-delivers-remarks-at-aisin-aw-groundbreaking-in-cibolo>, is attached hereto as **Exhibit B**.

⁶ Order No. 8 (Jan. 17, 2020).

⁷ Green Valley SUD has a water CCN that covers the 159-acre tract as well. GVDC did not seek decertification of Green Valley SUD's water CCN, and that CCN is and has been on the 159-acre tract at all relevant times.

decertification because it is a federally-indebted utility whose service territory is protected by federal law against decertification when the utility is making service available. The Docket No. 45798 decertification proceeding under 13.254(a-5) was “without cause,” meaning that Green Valley SUD’s ability to provide service to the GVDC property was irrelevant to decertification. In other words, Green Valley SUD was not being decertified “for cause”—*i.e.*, because it failed to provide “continuous and adequate service” or otherwise comply with its CCN obligations—in a proceeding under Texas Water Code section 13.254(a). Instead, Docket No. 45798 involved the potential loss of service territory even though Green Valley SUD was meeting all of its CCN obligations. Over Green Valley SUD’s objections, the Commission issued a final order in Docket 45798 decertifying the 159-acre tract.

In response to this loss of service territory “without cause” in violation of federal law, Green Valley SUD amended an existing federal court lawsuit⁸ concerning the Commission’s decertification of a different portion of Green Valley SUD’s sewer CCN service area⁹ unrelated to Docket No. 45798.¹⁰ On October 24, 2017, Green Valley SUD filed its Second Amended Complaint to an existing federal lawsuit to add GVDC as a Defendant and claims regarding Docket No. 45798. The claims against GVDC and the Commission sought to overturn the Commission’s decertification in Docket No. 45798 in violation of federal law.

On August 2, 2018, Green Valley SUD filed a motion for summary judgment seeking invalidation of the Commission’s final order in Docket No. 45798, among other issues. On November 28, 2018, the federal district court entered judgment in favor of Green Valley SUD.

⁸ Case No. 1:17-cv-00819; *Green Valley Special Utility District v. DeAnn T. Walker, et al.*; in the United States District Court, Western District of Texas, Austin Division.

⁹ Green Valley SUD has extensive water and wastewater service areas that largely overlap and cover approximately 75,000 acres in portions of Bexar, Comal and Guadalupe Counties in the high-growth I-35 corridor north and east of San Antonio.

¹⁰ Green Valley SUD also filed a state court action appealing the agency order. That lawsuit, which has been informally abated, will be dismissed upon recertification of the 159-acre tract to GVSUD.

The court invalidated the Commission's decertification in Docket No. 45798 from Green Valley SUD's sewer CCN service area. *See Green Valley Special Util. Dist. v. Walker*, 351 F. Supp. 3d 992 (W.D. Tex. 2018). In addition to invalidating the Commission's final order in Docket No. 45798, the federal court invalidated the Commission's final order in Docket No. 45956. (Docket No. 45956 involved the City of Schertz's application to decertify a different portion of Green Valley SUD's CCN service area within Schertz's city limits under a different statute—Texas Water Code section 13.255.

Initially, all defendants in the federal lawsuit filed notices of appeal. However, GVDC opted not to pursue its appeal of the federal court judgment (which invalidated the final order in Docket No. 45798). GVDC dismissed its appeal, and the Fifth Circuit granted its dismissal.¹¹ The federal court's judgment as to GVDC—invalidating the final order in Docket No. 45798—is now final and unappealable. The other defendants (Schertz and the Commissioners) have continued their appeal, and Docket No. 45956 remains at issue in the pending appeal. The remaining appeal does not concern GVDC, as GVDC no longer contests the invalidation of its decertification application that initiated Docket No. 45798.

In connection with the dismissal of its appeal, in February 2019, GVDC entered into a settlement agreement with Green Valley SUD. Under that agreement, the parties agreed to have the 159-acre tract re-certified into Green Valley SUD's sewer CCN service area. On March 14, 2019, Green Valley filed an application to re-certify the 159-acre tract to Green Valley SUD and explained these background facts in that application, which resulted in this Docket No. 49339.¹²

¹¹ For the ALJ's convenience, attached as **Exhibit C** is a true and correct copy of GVDC's January 28, 2019 Notice of Dismissal of its appeal, and attached as **Exhibit D** is a true and correct copy of the Fifth Circuit's January 31, 2019 dismissal of GVDC's appeal.

¹² *See* Green Valley SUD's March 14, 2019 Application (Docket Item No. 1).

The application involves a written request for service from GVDC, followed now by a contractual commitment to the AW Texas manufacturing facility. The application was properly noticed, and no one has protested the application. In October of 2019, Commission Staff recommended final approval of the application:

Staff recommends that the Applicant meets all of the statutory requirements of Texas Water Code Chapter 13 and the Commission's Chapter 24 rules and regulations, is capable of providing continuous and adequate service and approving this application to amend a sewer CCN No. 20973 is necessary for the service, accommodation, convenience and safety of the public.¹³

In summary, the federal court dispute between Green Valley SUD and GVDC was settled, and GVDC's appeal of the federal court judgment was dismissed. The pending Fifth Circuit appeal does not concern GVDC or the current owner of the 159-acre tract. The uncontested application for amending Green Valley SUD's CCN to re-certify the 159-acre tract was requested by GVDC, and now the owner of the 159-acre tract, and was recommended for final approval by Commission Staff in October of 2019.

III. THE POTENTIAL IMPACT OF A FINAL ORDER IN DOCKET NO. 49339 ON THE PENDING FEDERAL COURT LITIGATION.

Order No. 8 also requests briefing regarding the impact of this Docket No. 49339 on the pending federal litigation.¹⁴ Issuance of a final order in this Docket No. 49339 granting Green Valley SUD's application would have no impact on GVDC's earlier request for decertification in Docket No. 45798, which was at issue in the pending federal litigation, because GVDC has abandoned that request and is now supporting recertification. Thus, the ALJ should not adjust or delay its determination based on how these uncontested proceedings might affect the appeal pending in the Fifth Circuit. A Toyota manufacturing facility awaits the ALJ's ruling.

¹³ Commission Staff's Final Recommendation, Docket Item No. 17 (Oct. 30, 2019) at Attachment A (PUC Interoffice Memorandum), page 3.

¹⁴ Order No. 8 (Jan. 17, 2020).

First, as explained above (and as Green Valley SUD explained in its Application),¹⁵ GVDC dismissed its appeal of the federal court judgment and is no longer a party to the referenced federal litigation. Nor is the purchaser of the tract, AW Texas, a party to the federal litigation. Both GVDC and AW Texas are in agreement that the tract should be certified to Green Valley SUD for the provision of sewer service. As outlined above, Green Valley SUD and AW Texas have an agreement regarding Green Valley SUD's contractual commitment to provide high-capacity water and sewer service to the AW Texas industrial facility under construction on the 159-acre tract, with contractual deadlines for the provision of service.

Second, the underlying decertifications in the federal court litigation involved separate Commission docket numbers, applicants, service territory, and statutes. GVDC initiated Docket No. 45798 by filing its application for decertification under section 13.254(a-5), which was the subject of the Commission's final order that was invalidated by the federal court. GVDC resolved its dispute in Docket No. 45798 with Green Valley SUD. The other Commission Docket still at issue in the Fifth Circuit appeal—Docket No. 45956—involves: (i) a different applicant for decertification (the City of Schertz); (ii) a different portion of Green Valley SUD's CCN service area (an area within the city limits of Schertz, some miles away from the 159-acre tract); and (iii) a different decertification statute—Texas Water Code section 13.255, instead of 13.254(a-5).

After the federal district court invalidated the decertification of the 159-acre tract in Docket No. 45798, GVDC desired to proceed with its property development in reliance on Green Valley SUD's provision of sewer service to the property, and reached agreements with Green Valley SUD for that purpose, resulting in this Docket Number. The settlement with GVDC only impacted Docket No. 45798 and the 159-acre tract. It did not involve or impact Docket No. 45956, the City of Schertz, or the acreage in dispute in Docket No. 45956.

¹⁵ See Green Valley SUD's March 14, 2019 Application (Docket Item No. 1) at pages 14-15.

The purpose of Green Valley SUD and GVDC's settlement was to end the federal court dispute between Green Valley SUD and GVDC and to re-certify the 159-acre tract to Green Valley SUD so that GVDC could attract a major industrial development and sell the land. Though highly implausible, the only scenario in which the existence of the federal court lawsuit could have any effect on AW Texas's property is if the Commission were to *deny* Green Valley SUD's uncontested application in this case—potentially jeopardizing the Toyota manufacturing plant already under construction.

IV. REQUEST FOR EXPEDITED APPROVAL

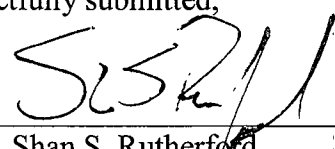
The Parties, including Commission Staff, submitted an agreed joint motion to approve Green Valley SUD's application on October 30, 2019. As explained above, time is of the essence, and there is no valid basis for further delay in approval of Green Valley SUD's application.

V. CONCLUSION

Green Valley Special Utility District respectfully requests that its Application be approved without further delay.

Respectfully submitted,

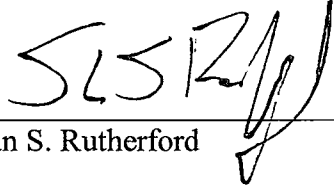
By: _____


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**ATTORNEYS FOR GREEN VALLEY
SPECIAL UTILITY DISTRICT**

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on February 6, 2020 in accordance with P.U.C. Procedural Rule 22.74.



Shan S. Rutherford

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD SEWER SYSTEM EXTENSION AND SERVICE AGREEMENT

THIS Green Valley Special Utility District Non-Standard Sewer System Extension and Service Agreement (the "Agreement") is made and entered into by and between AW Texas, Inc., a Delaware corporation (hereinafter referred to as "Developer"), and Green Valley Special Utility District (hereinafter referred to as "GVSUD").

WHEREAS, Developer has entered into a Purchase and Sale Agreement dated effective April 26, 2019 (the "Purchase Contract") with Guadalupe Valley Development Corporation ("GVDC") to purchase from GVDC that certain approximately 159.5 acres of land near the northwest intersection of the Interstate Highway 10 West access road and South Santa Clara Road in the GVDC Cibolo Business Park in Guadalupe County, Texas, said land being identified by full legal description on **Exhibit "A"** attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, Developer intends to develop and use the Property for an industrial facility, and GVDC has investigated the feasibility of bringing certain utilities to the Property in order to serve the Developer's proposed industrial use of the Property as an automotive parts manufacturing plant; and

WHEREAS, GVSUD owns and operates a sewer system which collects, treats, and disposes of waterborne waste within its state-certificated service area certificate of convenience and necessity and district boundaries; and

WHEREAS, Developer has requested GVSUD to provide such sewer service to the Property through an extension of GVSUD's sewer system, and GVSUD has agreed to construct and extend its sewer system pursuant to the terms of this Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and GVSUD agree as follows:

1. Engineering and Design of the Sewer System Extension.
 - (a) Sewer System Extension



As used in this Agreement, the term "Sewer System Extension" shall mean the development and construction by GVSUD of treatment and collection facilities and infrastructure, which includes installing a package wastewater treatment plant to accept initial flow from the Property (to be replaced with the permanent treatment plant), a 24-inch gravity transmission main trunk line that connects to the wastewater treatment facility, a 15-inch gravity transmission line that connects to the 24-inch main trunk line and runs to this Property, and an inspection manhole to be located on the Property (the "Inspection Manhole"), which Inspection Manhole will be owned, operated and maintained by GVSUD. The Inspection Manhole will be the point of entry into the Sewer System Extension.

The Sewer System Extension shall be engineered in all material respects in accordance with all applicable specifications of: (a) GVSUD; (b) the laws, regulations and requirements of any governmental agency having jurisdiction; (c) Developer's anticipated requirements set forth in **Exhibit "B"** (the "Specifications"); and the Approved Extension Plans (as defined below). Applicable GVSUD specifications include, but are not limited to, GVSUD's wastewater planning factors, EDU conversion factors, anticipated Average Daily Flows, Peak Dry Weather Flow projections and Peak Wet Weather Flow projections.

The Sewer System Extension shall be sized, at a minimum, to provide continuous sewer and wastewater services to the Property based on the Specifications. Developer and GVSUD recognize that the plans for the proposed industrial facility to be located on the Property have not been finalized and that the Specifications are subject to revision to reflect the actual final service requirements for the Property. In accordance with the foregoing, Developer agrees to complete or update the Industrial Wastewater Information Form attached hereto as **Exhibit "C"** from time to time as requested by GVSUD. GVSUD's consulting engineer shall coordinate with Developer's consulting engineer regarding the design specifications of the proposed Sewer System Extension for the purpose of verifying that the as-designed Sewer System Extension will be capable of providing continuous sewer and wastewater services to the Property as required by Developer. Once the design specifications have been mutually agreed upon and approved by GVSUD's consulting engineer and Developer's consulting engineer, the design specifications shall constitute the "Approved Extension Plans". Any of GVSUD's proposed changes to the Approved Extension Plans that might adversely affect the ability of the Sewer System Extension to provide continuous sewer and wastewater services required by Developer must be approved by Developer's consulting engineer, after which the revised plans will be the Approved Collection Plans.

(b) Collection System.

The sewer collection lines, sewer service lines, and related portions of the collection system infrastructure within the boundaries of the Property that are

upstream of the Inspection Manhole, including the pretreatment and collection infrastructure (the "Collection System") will be owned and maintained by the Developer, and shall be engineered and designed by Developer's consulting engineer, which engineer shall be responsible for overseeing the construction of the Collection System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ"), and the Texas Board of Professional Engineers ("TBPE"). Developer's consulting engineer shall coordinate with GVSUD's consulting engineer regarding the design specifications of Developer's proposed internal Collection System and shall submit final plans for the Collection System to GVSUD's consulting engineer for review and approval for the purpose of verifying that the as-designed Collection System, including but not limited to the industrial sewage pretreatment system, is compatible with GVSUD's industrial wastewater pretreatment standards. Such review and approval of the Collection System plans by GVSUD through its consulting engineer will not be unreasonably withheld or delayed (once approved, the "Approved Collection Plans"). Any of Developer's proposed changes to the Approved Collection Plans will be disclosed to GVSUD, and any proposed changes that might adversely affect the compatibility of the Collection System with GVSUD's industrial wastewater pretreatment standards must be approved by GVSUD's consulting engineer, after which the revised plans will be the Approved Collection Plans.

Developer shall construct, at its expense, all of the sewer and wastewater Collection System within the Property in substantial compliance with the Approved Collection Plans. Developer shall bear all reasonable and properly incurred costs of such design and construction of the internal Collection System.

Developer shall design and construct the Collection System in a manner that allows GVSUD to perform all required testing of the effluent at the Inspection Manhole to ensure that such effluent has been treated to GVSUD's industrial waste pretreatment standards as set forth in GVSUD's pretreatment standards and attached hereto as **Exhibit "E"** (as amended from time to time, "GVSUD Pretreatment Standards").

(c) Cost Changes.

Developer shall bear all reasonable and properly incurred costs for the construction and installation of the Collection System, including any increased costs for labor, materials or supplies due to market changes after the plans for the Collection System and any cost estimates for same have been presented to and approved by Developer. GVSUD shall bear all costs for the construction and installation of the Sewer System Extension, including any increased costs for labor, materials or supplies due to market changes after the plans for the Sewer System Extension and any cost estimates for same have been presented to and approved by GVSUD's Board of Directors.

Notwithstanding the foregoing, in the event GVSUD upsizes the Sewer System Extension in order to serve additional customers of GVSUD, then GVSUD shall be responsible for any upgrades and improvements necessary to connect the Collection System to its upgraded Sewer System Extension System facilities.

2. Required Easements or Rights-of-Way.

(a) Developer, at its cost, shall be responsible for dedicating to GVSUD a permanent sewer easement inside the Property, limited to a strip of land 20-feet in width, which is necessary for the construction, installation and maintenance of the Inspection Manhole and any portion of the sewer line located on the Property that is downstream from the Inspection Manhole that connects to the 15-inch gravity transmission line of the Sewer System Extension outside of the Property (the "Inspection Manhole Easement"). Electric, telephone, and any other utilities shall remain outside of the permanent sewer easement unless specifically agreed to in writing by GVSUD. In addition, Developer will grant to GVSUD a temporary construction easement of equal width parallel with and adjacent to said Inspection Manhole Easement for the period necessary to construct and test the Inspection Manhole and sewer pipelines within such easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, this temporary construction easement shall terminate. The dedication language on the Plat of the Property will be limited to the certification on **Exhibit "D"** attached to and incorporated into this Agreement.

(b) GVSUD shall be solely responsible, at its sole cost and expense, for obtaining all other easements and rights necessary to construct the Sewer System Extension timely, including any governmental approvals necessary to construct the Sewer System Extension in public right-of-way, and including all costs related to condemnation proceedings, including all consideration and litigation costs paid to the condemnee. GVSUD shall be responsible for obtaining, at its expense, any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s). GVSUD will install all Sewer System Extension lines in the existing or future public rights-of-way surrounding the Property.

(c) After Developer has provided GVSUD with the site plan for the industrial facility Developer intends to construct on the Property, GVSUD may request additional reasonable easements from the Developer inside the boundaries of the Property for sewer system lines dedicated to service the facilities built on the Property. Developer agrees not to unreasonably withhold or delay the granting of such easements without compensation to Developer, as long as they are of minimum width required for GVSUD and they do not interfere with the planned use and location of Developer's industrial facilities and other utility easements on the Property.

3. Term of Contract

This Agreement shall bind the parties hereto following the Effective Date (as defined in Section 18 below) for a period of five years (the "Initial Term"), and shall automatically continue following expiration of the Initial Term for successive one year periods (each such period, an "Additional Term"), unless either party provides written notice of termination at least 30 days prior to the expiration of the Initial Term or any Additional Term, as applicable. The Parties may extend the Initial Term of this Agreement under the prevailing rates and such terms and conditions as the Parties deem appropriate at that time.

4. Construction of the Sewer System Extension.

(a) Sewer System Extension

(1) GVSUD's consulting engineer shall advertise for bids for the construction of the Sewer System Extension facilities in accordance with generally accepted bidding practices and shall award the contract for the construction of the Sewer System Extension facilities subject to the approval of GVSUD's Board of Directors of such award. GVSUD may reject any bid, contractor or subcontractor. No construction will commence on the Sewer System Extension facilities until plans and specifications for those facilities have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law, and if such regulatory agency approval is required, GVSUD will use its best efforts to obtain all such required approvals as promptly as possible.

(2) The Sewer System Extension shall be constructed by GVSUD in accordance with the Specifications, the Approved Extension Plans, and in compliance with all applicable laws, regulations and requirements of any regulatory authority having jurisdiction.

(b) Collection System

(1) Developer shall select its own contractor for the construction of the Collection System. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Collection System. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action asserted against GVSUD, which are related to the Developer-constructed Collection System and caused by the acts or omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). All rights and protections of GVSUD in this Paragraph 4(b)(1) shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

(2) The Collection System shall be constructed in accordance with the Developer's Approved Collection Plans. GVSUD shall have the right to inspect, upon prior written notice and at its sole expense, all phases of the construction of the Collection System to confirm substantial compliance with the Approved

Collection Plans. Developer must give written notice to GVSUD of the date on which construction of the Collection System is scheduled to begin so that GVSUD may assign an inspector. GVSUD will pay all fees and expenses charged by such inspector. Developer may impose reasonable safety and security protocols and other requirements concerning access to the Property by GVSUD and its inspectors and agents in connection with such inspections. GVSUD shall hold Developer harmless for any claims, demands, suits or causes of action asserted against Developer, which arise from or are related to any bodily injury or death of any person or any property damage caused by the acts or omissions of GVSUD or its inspectors and agents in connection with such inspections. All rights and protections of Developer in this Paragraph 4(a)(2) shall be extended to Developer's affiliates, and its or their directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

(3) As stated in Section 1(b) above, after the Collection System is completed, Developer shall be responsible for treating the effluent in the Collection System and complying with GVSUD's industrial waste pretreatment standards as set forth in the GVSUD's Pretreatment Standards. During the first three (3) months of operation of the Collection System, Developer shall, at its own expense, conduct weekly sampling and testing of the effluent in the Collection System downstream of its pretreatment facility (the "Pretreatment Tests"), and promptly provide the written results of such Pretreatment Tests to GVSUD. For the following eight (8) months, Developer shall conduct and report Pretreatment Tests to GVSUD on a monthly basis, and thereafter, Developer shall conduct and report Pretreatment Tests on a quarterly basis.

(4) In the event that there is an issue with the GVSUD treatment plant or other parts of the Sewer System Extension that is reasonably suspected to be caused by a possible point of contamination within the Developer's internal Collection System, then GVSUD shall have the right upon prior written notice to Developer that states the basis for the GVSUD concern, to inspect the Collection System, at its sole expense, provided that (i) GVSUD must comply with Developer's reasonable safety and security protocols and other requirements concerning access to the Property by GVSUD, and its inspectors and agents in connection with such inspections, and (ii) GVSUD shall hold Developer harmless for any claims, demands, suits or causes of action asserted against Developer, which arise from or are related to any bodily injury or death of any person or any property damage caused by the acts or omissions of GVSUD or its inspectors and agents in connection with such inspections. All rights and protections of Developer in this Paragraph 4(b)(4) shall be extended to Developer's affiliates, and its or their directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

5. Dedication of Sewer System Extension to GVSUD.

"System Completion" shall occur the date when Developer reasonably determines that the Sewer System Extension has been completed and is capable of providing the services as required under this Agreement. Upon System Completion the Sewer System Extension shall, if necessary, be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. The Sewer System Extension shall thereafter be owned and maintained by GVSUD from the point of the Inspection Manhole, which shall constitute the point of entry into the GVSUD system.

6. Property Restrictions. Intentionally Deleted.

7. Cost of the Sewer System Extension.

(a) Except for the CIAC Fees (as defined below) to be paid by Developer as its Contribution in Aid of Construction, and except for the costs associated with Developer's design and construction of the Collection System, GVSUD shall pay all costs associated with the Sewer System Extension, including but not limited to the following:

- (1) engineering and design;
- (2) easement or right-of-way acquisition;
- (3) construction;
- (4) inspection;
- (5) attorneys' fees; and
- (6) governmental or regulatory approvals required to lawfully provide service.

GVSUD shall indemnify Developer and hold Developer harmless from all of the foregoing costs. GVSUD will be responsible for constructing, at its sole expense, the Inspection Manhole and all Sewer System Extension facilities downstream from that point.

(b) Developer shall pay to GVSUD the prescribed Contribution in Aid of Construction amount (the "CIAC Fees") based on the agreed upon projected EDUs for the Property set forth on **Exhibit "F"**. Should Developer require additional EDUs caused by increased water consumption, additional CIAC Fees will be paid during the Initial Term at a rate equal to the lesser of (i) \$4,540 per EDU or (ii) the then-applicable GVSUD approved rate. Following the Initial Term, additional CIAC Fees shall be paid at the then-applicable GVSUD approved rate.

(c) The CIAC Fees shall be paid by Developer by wire transfer of immediately available funds to the account designated by GVSUD within 30 days following the date (the "CIAC Payment Date") that is the later to occur of (i) the date the approved Plat for the Property is recorded (the "Plat Recordation Date"), or (ii) the date that Developer closes the purchase of the Property under the Purchase Contract (the "Property Acquisition Date"), and such CIAC Fee payment shall become the unrestricted funds of GVSUD. The date on which (i) GVSUD has obtained all required approvals as set forth in Section 4(a)(1), and (ii) the CIAC Fees are paid to GVSUD's designated account shall be the "Construction Commencement Date" for the purposes of this Agreement.

(d) Nothing herein shall be construed as obligating the Developer to maintain the Sewer System Extension; Developer's maintenance obligations shall be limited to the Collection System as herein defined.

(e) Targeted In-Service Date. GVSUD shall use its best efforts (including taking, or causing to be taken, all actions and doing, or causing to be done, all things reasonably necessary) (i) to achieve System Completion and (ii) have the sewer service available for immediate use by Developer in accordance with this Agreement on or before the 270th day after the date that Developer closed the purchase of the Property under the Purchase Contract (the "Targeted In-Service Date"). GVSUD shall notify Developer as soon as reasonably practicable if it is anticipated that System Completion will not occur by the Targeted In-Service Date, regardless of whether such delay is excused under this Agreement. Notwithstanding anything to the contrary, and in addition to any other applicable extension, the Targeted In-Service Date shall be extended day-for-day for each Excused Failure Day (defined below). For the avoidance of doubt, any one day on which the conditions for an Excused Failure Day occur shall count as only one Excused Failure Day, regardless of the nature of such circumstances. The date on which GVSUD has satisfied each of the requirements set forth in clauses (i) and (ii) above is referred to as the "In-Service Date".

(f) As used herein, "Excused Failure Day" shall mean a day on which (a) GVSUD has failed or been unable to perform its obligations under this Agreement or is unable to achieve the In-Service Date on or before the Targeted In-Service Date, resulting directly from (i) any force majeure (as defined below) occurrence affecting GVSUD, (ii) any delay caused by Developer's default or material breach of this Agreement or (iii) material delays in delivery of materials or equipment due to a force majeure occurrence affecting a supplier that is documented and could not be avoided by reasonable efforts by GVSUD; or (b) any other failure by GVSUD that is otherwise excused under the terms of this Agreement

(g) GVDC Fee Payment Agreement. GVSUD acknowledges that pursuant to a separate agreement between GVDC and Developer to be executed contemporaneously with this Agreement (the "Fee Payment Agreement"), GVDC has agreed upon certain terms and conditions stated therein, that GVDC or its

affiliate will pay to GVSUD, on behalf of Developer, the CIAC Fees required under this Agreement. GVSUD hereby agrees for the benefit of GVDC that GVSUD will not execute this Agreement until it has received confirmation from GVDC that the Fee Payment Agreement has been executed by GVDC and by Developer.

8. Service from the Sewer System Extension.

(a) Following System Completion, GVSUD shall provide continuous and adequate sewer service to the Property under the requirements of Public Utility Commission of Texas ("PUC") regulations and all duly adopted rules and regulations of GVSUD and payment of all standard rates, fees and charges as reflected in GVSUD's operating policies as provided to Developer prior to the date hereof (the "Operating Policies"). GVSUD shall provide Developer with written notice prior to the effective date of any change in the Operating Policies, together with a copy thereof. Sewer Service usage will be measured by the water consumption meter(s) installed on the Property that are designated as sewer charge meter(s). Other water consumption meter(s) installed on the Property that are designated as evaporative water meter(s) will not be used to measure sewer usage. **Exhibit "F"** sets forth projected monthly service charges based on anticipated use. Except for the CIAC Fees, Developer shall not be required to pay any connection, impact or capital recovery fee or otherwise applicable reserved service charge adopted by GVSUD for the amount of capacity specified in **Exhibit "F"**. GVSUD shall provide Developer with written notice prior to the effective date of any service charge rate changes, together with sufficient documentation demonstrating the amount and basis for such change.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

- (1) construct or install additional sewer lines or facilities to service areas outside the Property;
- (2) add any additional lands to the Property for which sewer service is to be provided pursuant to this Agreement; or
- (3) connect or serve any person or entity who, in turn, sells sewer service directly or indirectly to another person or entity.

9. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to alleviate such situation and to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected

thereby shall give written notice and full particulars of the force majeure to the other party.

The cause of the force majeure occurrence, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

10. Notices.

Any notice, demand or request required or permitted to be given hereunder by either party to the other party shall be in writing and may be affected by (i) depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the party, (ii) personal delivery to the party, or (iii) facsimile or electronic mail to the facsimile numbers and electronic mail addresses set out below. Notice shall be deemed delivered, whether received or not: (a) on the day of actual receipt if delivered in person, or by messenger or overnight courier with receipt of delivery; or (b) on the day sent, if sent by electronic mail before 5:00 p.m. local time of the recipient (otherwise, the following business day), with receipt of an electronic mail transmission with confirmation of delivery; or (c) on the earlier of the day of actual receipt or three (3) business days after deposit, if deposited with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, addressed to the intended recipient, at the address set forth below.

Any notice to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
529 S. Center Street
Marion, Texas 78124
Fax (830) 420-4138
Email: pallen@gvsud.org

with copy to:

Shan S. Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701

Fax (512) 474-9888
Email: srutherford@terrilwaldrop.com

Any notices to Developer shall be addressed:

AW Texas, Inc.
c/o AW North Carolina Inc.
4112 Old Oxford Highway
Durham, NC 27712
Attention: Yuichi Ishiyama, Secretary
Telephone: 919.479.8996

with a copy to:

Jones Lang LaSalle Brokerage, Inc.
9601 McAllister Freeway, Suite 100
San Antonio, TX 78216
Attention: Mark Krenger
Telephone: 210.293.6870
Email: mark.krenger@am.jll.com
Reference: AIS100/95002

with a copy to:

Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Attention: Paul Martin
Telephone: 214.220.7875
Email: pmartin@velaw.com
Reference: AIS100/95002

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

11. Severability.

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 this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

12. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

13. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

14. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

15. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the PUC, the TCEQ and the appropriate courts of Travis County, Texas.

16. Dispute Resolution. In the event of a dispute under this Agreement, the complaining party will serve upon the other party a written notice summarizing the nature of the dispute, and the parties involved will cooperate in good faith to informally resolve such dispute. If the parties are unable to informally resolve such dispute after 30 business days following the date of the notice of dispute, the parties will attempt to resolve the dispute by employing non-binding mediation under the then-current CPR Mediation Procedure of the International Institute for Conflict Prevention and Resolution utilizing mediators with experience in the utility service industry. If, after 30 business days following the commencement of mediation described in the preceding sentence, the dispute remains unresolved, then either party may submit such dispute for resolution by litigation in accordance with the provisions of Section 14 and Section 15.

17. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and permitted assigns of the parties.

18. Assignability.

Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, *provided*, that no prior written consent of GVSUD shall be required in the event of an assignment by Developer (a) to an affiliate, or (b) in connection with a sale or other transfer of Developer's interest in the Property or the facilities constructed thereon.

19. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties hereto (the "Effective Date").

20. Counterparts.

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

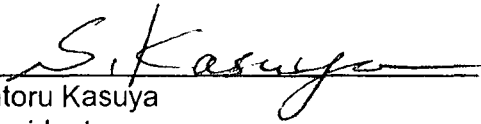
(Signature Pages Follow)

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: Denise Dreyer
Title: Board President
Date: 9-26-19

AW TEXAS, INC., a Delaware corporation

By: 
Satoru Kasuya
President

Date: 9/26/2019

**(Signature Page to Green Valley Special Utility District
Non-Standard Sewer System Extension and Service Agreement)**

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION AND SERVICE
AGREEMENT**

Exhibit "A" – Legal Description of the "Property"

METES AND BOUNDS DESCRIPTION

**159.5-ACRE TRACT OUT OF THE FRANCISCO GARCIA SURVEY NO. 231,
ABSTRACT NO. 141 AND THE JOSE FLORES SURVEY NO. 63, ABSTRACT NO. 134,
GUADALUPE COUNTY, TEXAS**

Being a 159.5-acre (6,948,568 square feet) tract of land out of the Francisco Garcia Survey No. 231, Abstract No. 141 and the Jose Flores Survey No. 63, Abstract No. 134, Guadalupe County, Texas, said 159.5-acre tract being that called 159.534-acre tract conveyed from Bernice S. Friesenhahn, trustee for the Scheel family, No. 2 to Guadalupe Valley Development Corporation by Special Warranty Deed recorded in Volume 4101, Page 146, Official Public Records of Guadalupe County, Texas, said 159.5-acre tract being more particularly described as follows, with all bearings being referenced to North American Datum of 1983, Texas Coordinate System, South Central Zone:

BEGINNING at a found iron rod with damaged blue cap on the northwest right-of-way (R.O.W.) line of Interstate Highway 10 (variable-width R.O.W., Volume 137, Page 179, Deed Records of Guadalupe County Texas and Volume 137, Page 182, Deed Records of Guadalupe County, Texas), said point also being the most easterly corner of a called 73.84-acre tract, save and except 10.842 acres conveyed to Diane Evelyn Tyo, Karen Sue Weinstein, and Lynn Henry Meyer, recorded in Document No. 2016013721, Deed Records of Guadalupe County Texas, said point also being the most southerly corner of said called 159.534-acre tract, for the most southerly corner of the herein described tract;

THENCE N31°33'52"W, departing said R.O.W., along the southwest line of said called 159.534-acre tract and the northeast line of said called 73.84-acre tract, save and except 10.842-acres, a distance 2,128.20 feet to a point on the southeast R.O.W. line of Bolton Road, CR-308, said point also being the most northerly corner of said called 73.84-acre tract, save and except 10.842 acres and the most westerly corner of said called 159.534-acre tract, for the most westerly corner of the herein described tract, from which a found 1/2" iron rod bears S34°38'11"E, 2.17 feet;

THENCE N58°50'47"E, along said southeast R.O.W. line of Bolton Road, CR-308 and northwest line of said called 159.534-acre tract, a distance of 3,215.18 feet to a found iron rod with blue cap stamped "KFW SURVEYING" at the southwest R.O.W. intersection of said Bolton Road, CR-308 and S. Santa Clara Road, CR-315, said point also being the most northerly corner of said called 159.534-acre tract, for the most northerly corner of the herein described tract;

THENCE S31°07'50"E, along the northeast line of said 159.534-acre tract and the southwest R.O.W. line of said S. Santa Clara Road, CR-315, a distance of 1,703.04 feet to a found 1/2" iron rod at the R.O.W. intersection of said S. Santa Clara Road, CR-315 and Interstate Highway 10 (variable-width R.O.W., Volume 324, Page 53, Deed Records and Volume 321, Page 468, Deed Records), at the most easterly corner of said called 159.534-acre tract, for the most easterly corner of the herein described tract;

THENCE along the common line of said 159.534-acre tract and said Interstate Highway 10 R.O.W., the following two (2) calls:

S24°10'40"W a distance of 374.66 feet to a found Type I R.O.W. Monument, for a corner of the herein described tract, and

S09°05'38"E, a distance of 298.92 feet to a found Type I R.O.W. Monument at the north corner of a called 2.071-acre tract conveyed to 2015 PP Peterson Properties, LLC, recorded in Document No.

2016025806, Official Public Records of Guadalupe County Texas, at an east corner of said called 159.534-acre tract, for an east corner of the herein described tract;

THENCE S59°24'28"W, along the southeast line of said called 159.534-acre tract and the northwest line of said called 2.071-acre tract, a distance of 338.92 feet to a found ¾" iron rod at the most westerly corner of said called 2.071-acre tract, same point also being the most northerly corner of a called 0.480-acre tract conveyed to Ralph Reininger, recorded in Volume 3079, Page 763, Official Public Records of Guadalupe County Texas, at a corner of said called 159.534-acre tract, for a corner of the herein described tract;

THENCE S60°26'57"W, continuing along said southeast line of called 159.534-acre tract and the northwest line of said called 0.480-acre tract, at a distance of approximately 85.00 feet passing the most westerly corner of said called 0.480-acre tract and the most northerly corner of a called 0.502-acre tract conveyed to Edgar and Valeria Sanchez, recorded in Document No. 2015023215, Official Public Records of Guadalupe County Texas, continuing along the northwest line of said called 0.502-acre tract, for a total distance of 185.60 feet to a found iron rod with yellow cap stamped "RPLS 2024" at the most westerly corner of said called 0.502-acre tract, same point also being the most northerly corner of a called 3.000-acre tract conveyed to John R. Montague, recorded in Volume 2126, Page 808, Official Public Records of Guadalupe County Texas, at a corner of said called 159.534-acre tract, for a corner of the herein described tract;

THENCE S60°13'20"W, continuing along said southeast line of called 159.534-acre tract and the northwest line of said called 3.000-acre tract, a distance of 652.66 feet to a found iron rod with orange cap stamped "TRI-COUNTY" at the most westerly corner of said 3.000-acre tract, same point also being an interior corner of said called 159.534-acre tract, for an interior corner of the herein described tract;

THENCE S30°33'08"E, along the southwest line of called 3.000-acre tract and continuing along said southeast line of said called 159.534-acre tract, a distance of 165.71 feet to a found 1" iron pipe on said northwest R.O.W. line of Interstate Highway 10, same point also being a the most southerly corner of said 3.000-acre tract, at a corner of said called 159.534-acre tract, for a corner of the herein described tract;

THENCE S66°12'08"W, continuing along said southeast line of called 159.534-acre tract and said northwest R.O.W. line of Interstate Highway 10, a distance of 1,613.46 feet, returning to the **POINT OF BEGINNING** and containing 159.5 acres (6,948,568 square feet) of land.

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION
AND SERVICE AGREEMENT**

Exhibit "B" – Specifications

[See Attached]

Exhibit B Specifications

The applicant has requested the following level of service based on their 2024 projected ramp up schedule:

123,111 gallons per day of effluent leaving the project site.

GVSUD (the District) establishes rates, fees and level of service on the following criterion:

300 gallons per day per equivalent dwelling unit (EDU)

This rate of flow equates to 410 EDU's of service

The District is preparing construction documents and has obtained the required Texas Pollution Discharge Elimination System (TPDES) permit to treat and discharge the treated effluent sufficient to serve this tract.

The District will provide an 8-inch diameter PVC stub-out from Bolton Road (location to be determined) to provide service to Phase I of the Development.

The District will provide a 12-inch diameter PVC stub-out from Santa Clara Road (location to be determined) to provide service to the Ultimate Phase of the Development.

AW Texas will pretreat their waste to meet or exceed the quality limits in the adopted GVSUD Industrial Waste Pretreatment Standards, TCEQ TPDES Permit and EPA guidelines as required.

AW Texas will test their waste stream as defined in the agreement with the District.

AW Texas will provide access to the effluent testing manhole as needed for independent testing by the District.

AW Texas will design their collection and delivery system in accordance with the GVSUD Wastewater Design Standards. The delivery point and all infrastructure owned and maintained by the District shall not exceed 20 feet in depth from pipe invert at final grade.

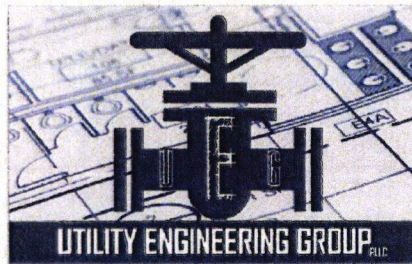


**Water for a Better Life
Since 1963**

Wastewater Standards and Design Guidelines for Developer Utilities

(Adopted March 2018)

Prepared by:



Utility Engineering Group, PLLC
256 Comal Avenue, New Braunfels TX 78130
Phone: (830) 214-0521

The following standards are for the design of developer utilities to be dedicated to GVSUD and/or operated by GVSUD. Please review the following guidelines carefully and contact GVSUD for a consultation meeting to address any related variances or other construction related matters.

Variances shall be accompanied by a cover letter, details and drawings of the proposed variance as well as payment of fees for review by the District's Engineer

For Owner or Developer information, or for information on provision of wastewater services by GVSUD and/or to set an initial meeting, please contact:

Pat Allen
General Manager
Green Valley Special Utility District
529 S. Center St,
Marion, TX 78124
Phone: 830-914-2330
Fax : 830-420-4138
Email : pallen@gvsud.org

John Davenport
Operations Manager
Green Valley Special Utility District
529 S. Center St,
Marion, TX 78124
Phone : 830-914-2330
Fax : 830-420-4138
Email : jdavenport@gvsud.org

For technical questions, or to request technical information, please contact:

Garry Montgomery
Project Manager – Partner
Utility Engineering Group
256 Comal Avenue
New Braunfels, TX 78130
Phone: 830-214-0521
Email: garrym@uegpros.com

Design and Documents

1. If construction has not commenced within one (1) year of GVSUD design approval, that approval is no longer valid.
2. Provide complete design submittals for GVSUD review and approval prior to bidding. Include design calculations, drawings, specifications, storm sewer, and dry utilities. Provide six (6) half-size hard copies and two (2) CD/PDF format copies. Allow 30-calendar days for review.
3. All piping shown on drawings shall be labeled as to the size, type, class, process fluid contained, and flow direction.
4. Copies of each construction submittal (shop drawings, product data, etc.) shall be provided for GVSUD review and approval prior to fabrication. Allow 14-calendar days for review.
5. Copies of all test reports and results shall be provided to GVSUD.
6. Provide the following materials prior to acceptance of facilities by GVSUD. Provide one (1) hard copy and one (1) electronic copy unless noted otherwise:
 - a. Engineer's certification of completion in accordance with approved plans, specifications, and permits.
 - b. Copies of all close-out submittals required by regulatory agencies (city, county, TCEQ, etc.).
 - c. O&M manuals: Provide three (3) hard copies and three (3) CD searchable PDF copies of each O&M manual. Hard copy O&M manuals shall be printed in color on 24# bond paper with reinforced holes and bound in D-ring binders (maximum 4" binders per volume) with sheet lifters front and back, table of contents, and tabbed sections. Drawings shall be 11x17 and z-folded. Provide separate manuals for each item. O&M description, project name, contractor name, and specification section shall be printed on spine of binder. Submit electronic preliminary copies for GVSUD review and approval prior to printing final copies.
 - d. Waiver of lien by contractor (and subcontractors, as appropriate).
 - e. Warranty certificates, both from contractor and from manufacturer(s), valid for one (1) year from date of project final acceptance.
 - f. Executed operating contract or bill of sale transferring facilities to GVSUD.
 - g. Record drawings and other documents. Contractor shall provide one (1) complete full size set of "red lined" as-built drawings in hard copy and one (1) digital copy in CD/PDF format. Engineer shall prepare corrected CAD drawings (each sheet signed and stamped "record drawing") and submit to GVSUD five (5) half-size hard copies and five (5) CD searchable PDF copies. Include storm sewer and dry utilities.
 - h. All easements in the name of GVSUD as required for operation of the facilities.
 - i. Title Company review for release of all liens.

Design Requirements

1. Design and installation shall be in accordance with TCEQ rules and AWWA standards, and in accordance with GVSUD standards as further described in this document (see attachments).
2. Noise and odor impacts shall be considered in design.
3. Piping friction losses shall be calculated with a Hazen-Williams coefficient no greater than 130.

4. Potable and reclaimed water distribution systems shall be designed to provide 55 PSI minimum at customer meters.
5. Sanitary tapping saddles are not allowed.
6. Low pressure sanitary sewer collection systems are not allowed.
7. Force mains, and valves shall be located outside of roadways, pavement, curbs, etc., unless specifically approved otherwise. Install 4ft minimum behind back of curb.
8. Gravity wastewater mains may be installed within roadways. Center mains in one lane of traffic, not in center of roadway.
9. All piping shall be designed in straight alignment. Pipe curvature is not allowed. Gravity mains shall not be more than 20 feet below finished grade as measured from pipe invert to finished grade.
10. Wastewater pipe joints shall be centered at crossings with all other utilities. Both pipe joints shall be centered where water crosses wastewater, including wastewater laterals.
11. Maintain a minimum of 10ft horizontal and 12in vertical clearance between water/wastewater and other utilities. Shared trenches are not allowed.
12. Wastewater piping (including mains, services, and laterals) shall be sleeved if located under box culverts or multiple barrel storm sewer crossings regardless of size and single barrels 30" or larger.
13. Profile all wastewater, and storm piping regardless of size. Show all utility crossings on all profiles. Show wastewater service laterals on storm. Show/overlay water and storm profiles onto wastewater piping profiles.
14. Air release valves shall be provided for all force mains regardless of main size.
15. Trees may not be planted along any pipeline routes or within pipeline easements, including any future/planned pipeline routes or easements.

Materials

1. Gravity wastewater pipe and fittings shall be green color gasketed ASTM D3034 SDR26. At water crossings including fire hydrant leads, white color gasketed ASTM D2241 SDR26 shall be used for mains and laterals. Sanitary tapping saddles are not allowed.
2. Force main piping shall be green color C900 DR18 minimum. Fittings shall be AWWA C153 compact mechanical joint ductile iron with Ford Uni-Flange Series 1500 restraints. Pipe bell joint restraints shall be Ford Uni-Flange Series 1300.
3. MJ tee bolts and nuts for buried locations shall be Corten. For projects near or east of Interstate 35, use 304 stainless steel. Field apply anti-seize compound prior to assembly.
4. All other fasteners shall be 304 stainless steel (e.g. hardware, screws, anchor bolts, rods, flange bolts and nuts, etc.). All bolts and nuts shall be heavy hex. Field apply anti-seize compound prior to assembly. Bolts and nuts shall not be painted.
5. All buried metal pipe, fittings, hydrants, and valves shall be wrapped with 8mil poly.
6. Paint shall be high-build epoxy with topcoat of polyurethane.

Testing

1. All testing shall be arranged and paid for by the contractor and witnessed by GVSUD.

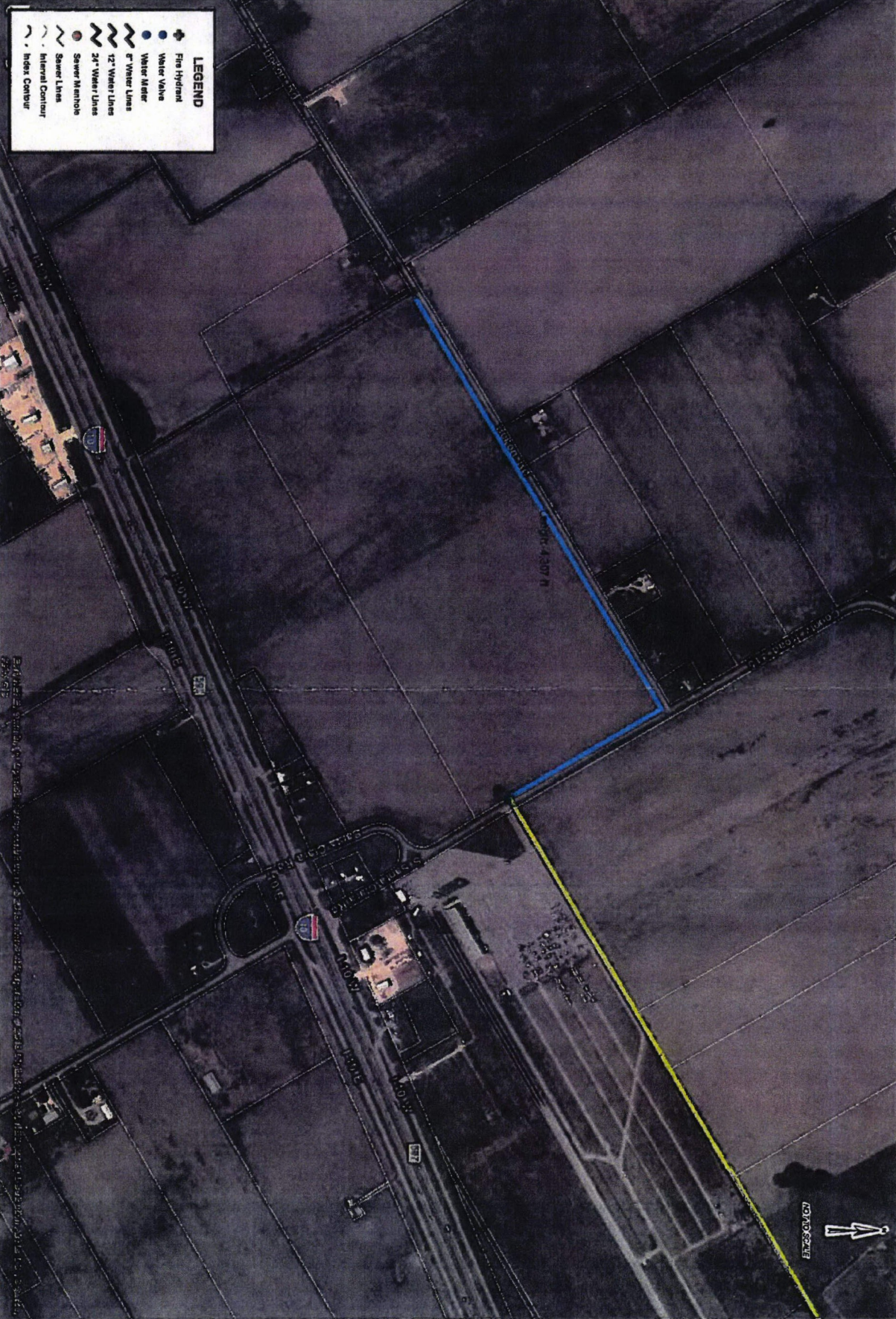
2. All testing must be complete prior to paving streets.
3. All testing must be complete prior to performing tie-ins to existing wastewater systems.
4. All other utilities must be complete prior to performing wastewater pressure testing.
5. Contractor shall perform pre-testing to verify passing results prior to requesting GVSUD inspection. Provide connection point for GVSUD digital test gauge.
6. Perform trench backfill density testing at intervals specified by the design engineer, exact locations to be designated by inspector. Schedule with GVSUD to witness 48 hours prior to test. Provide copies of reports to GVSUD.
7. All gravity wastewater piping shall be subject to low pressure air testing in accordance with TCEQ requirements. Infiltration and exfiltration testing are not allowed.
8. Mandrel shall be pulled by hand thru all gravity wastewater mains prior to installation of corrosion resistant manhole lining, but no earlier than 30 days after backfilling is complete.
9. All manholes, regardless of vehicular traffic detouring, shall be vacuum tested after completion of backfill, compaction, and final grading of road base but prior to installation of asphalt paving and prior to installation of corrosion resistant manhole lining. Vacuum testing shall be performed with a plate type test head placed on top of completed manhole metal casting ring which has been installed and encased in concrete at final grade. Manholes shall be tested at 10- inches of mercury for 2-minutes duration. Allowable loss is 1-inch of mercury. Infiltration and exfiltration testing are not allowed.
10. Perform video inspection of gravity wastewater piping after application of corrosion resistant manhole lining. Flood system with water immediately prior to performing video inspection. Hang and drag a golf ball in front of camera. Pipe grade is out of tolerance if golf ball becomes fully submerged. Schedule GVSUD to witness video inspection. Provide DVD's and written reports to GVSUD.
11. Follow TCEQ pipe testing procedures and allowable leakage for force mains. Test every valve section (i.e. test against every valve in closed position). Test pressure shall be the maximum rating of material installed.

Construction Notes

1. All work shall be in accordance with GVSUD standards as published at the following website:
<http://www.gvsud.org/>
2. Material submittals shall be provided for GVSUD review and approval. Allow 14-calendar days for review.
3. All water and wastewater installations must be inspected and approved by GVSUD prior to backfilling or otherwise covering the work. This includes crossings of water and wastewater by other utilities. GVSUD will perform a maximum of one (1) inspection daily for one (1) hour duration between 8:00am and 5:00pm excluding weekends and holidays. Call to schedule inspections (48-hours advance notice is required for all inspections).
4. Trench excavation and pipe installation will not be permitted until subgrade has been established. Survey staking must be installed prior to and maintained during trench excavation and pipe installation. Survey staking shall include horizontal and vertical control at a minimum of 50-foot station intervals. Survey staking shall be performed by the contractor.
5. Backflow prevention in the form of a reduced pressure backflow assembly must be provided for

temporary connections to existing water lines. Backflow devices shall be tested by a licensed backflow prevention assembly tester.

6. Sanitary tapping saddles are not allowed.
7. Pipe bells shall be installed in upstream direction.
8. All piping shall be installed in straight alignment. Pipe curvature is not allowed.
9. Install concrete thrust blocking and mechanical restraints for pressure piping systems.
10. Water and wastewater pipe joints shall be centered at crossings with all other utilities. Both pipe joints shall be centered where water crosses wastewater, including wastewater laterals.
11. Maintain a minimum of 10ft horizontal and 12in vertical clearance between water and wastewater and other utilities. Shared trenches are not allowed.
12. Wastewater piping shall be sleeved if located under box culverts or multiple barrel storm sewer crossings regardless of size and single barrels 30" or larger.
13. Valve boxes and appurtenances shall be painted. Provide painted curb cut markings at valves and services. Safety green for sewer, safety purple for reclaimed.
14. All exposed vertical and horizontal concrete edges shall be formed with ¾" chamfer strips. Concrete in unpaved areas shall be 2" above finish grade.
15. Existing manholes that are disturbed shall be restored to be in full compliance with current standards including testing, corrosion resistant lining, rings and covers, etc.



LEGEND	
+	Fire Hydrant
●	Water Valve
○	Water Meter
—	8" Water Lines
—	12" Water Lines
—	24" Water Lines
—	Sewer Manhole
—	Sewer Lines
—	Internal Centerline
—	Index Contour

Exhibit B - 24" Sewer Line Extension to Site

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION AGREEMENT**

Exhibit "C" – GVSUD Industrial Wastewater Information Form

[See Attached]

Exhibit C

**GREEN VALLEY SPECIAL UTILITY DISTRICT
INDUSTRIAL USER INFORMATION FORM**

After supplying all required information, the form should be returned to our office at the following address:

**Green Valley Special Utility District
Office of the General Manager
P.O. Box 99
Marion, Texas 78124
Physical Address: 529 South Center Street, Marion, Texas 78124
Telephone (830) 914-2330 Fax (830)420-4138**

Note to Signing Official: Information and data provided in this form (which identify the discharge) are in accordance with Title 40 of the Code of Federal Regulation Part 403 and San Antonio City Code, Chapter 34. Requests for confidential treatment of other information shall be governed by procedures specified in 40 CFR Part 2 and in Chapter 34, Section 34-479 of the City Code. Should a wastewater discharge permit be required for your facility, the information in this application will be used to assess the service request.

SECTION A. GENERAL INFORMATION

1. Company Name: _____

Facility Address: _____

Mailing Address: _____ Legal Description: _____

2. Name(s) and Official Title(s) of Owner and/or Operator(s): _____

Address: _____

Is the person identified in 2, the owner of the facility? If not provide the name and address of the landlord and submit a copy of the contract and/or other documents indicating the operator's scope of responsibility for the facility.

3. Authorized Representative Name: _____

Title: _____ Address: _____

Telephone No.: _____ Email Address: _____ Date of Birth: _____

4. Check one: Existing Discharge. Date of original discharge: _____
 Proposed Discharge. Anticipated start date of discharge: _____

Treatment Plant receiving discharge (check one)

Santa Clara Creek Other

SECTION A. GENERAL INFORMATION (Cont'd)

5. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Date

Signature of Official (Seal if Applicable)

SECTION B. PRODUCT OR SERVICE INFORMATION

1. Provide a narrative description of the primary manufacturing or service authority conducted at the facility and any other manufacturing service activities associated with it and the applicable Standard Industrial Classification / North American Industry Classification System Code(s) (SIC / NAICS No.):
- _____
- _____

2. Principle Raw Materials Used: _____

3. Principal Products Produced: _____

4. Check all activities and indicate SIC / NAICS No(s), if known, at your facility:

A. Categorical Industries

- Aluminum Forming
- Battery Manufacturing
- Coil Coating
- Electroplating
- Electrical/Electronics
- Leather Tanning/Finishing
- Metal Finishing
- Printed Circuit Board
- Electrolysis
- Other
- Anodizing
- Coating
- Milling
- Pharmaceutical
- Transportation & Equipment Cleaning
- Centralized Waste Treatment

B. Other Industrial Activities

- Flammables/Explosives
 - Food Preparation Services
 - Laboratory
 - Laundry, Cleaning
 - Machine Shop
 - Medical Care
 - Painting Finishing
 - Paint or Ink Formulation
 - Photographic Processing
 - Plastics Processing
 - Printing
 - Repair Shop/Garage
 - Research
 - Rubber Processing
 - Steam/Power Generation
 - Warehousing
 - Bottlers
- Food Manufacturing
 - Military Base

SECTION C. PLANT OPERATION CHARACTERISTICS

1. Do major processes result in wastewater discharge in a batch or continuous flow?

Batch Continuous Both

Describe the average number of batches per 24-hour day: _____ week _____ month _____

Size & duration of batch discharge: _____

2. Are your processes subject to seasonal variation? Yes No

If yes, explain variation and indicate the month(s) of peak operations: _____

Jan Feb March April May June July Aug Sept Oct Nov Dec

3. Shift Information:

a. Number of shifts per workday: 1 2 3 b. Avg. number of workdays per month: _____

c. Avg. no. Employee(s) per Shift

Start / End Time	MON	TUE	WED	THUR	FRI	SAT	SUN
1st							
2nd							
3rd							

Additional Information: _____

4. Describe any water recycling, and/or water treatment or conditioning conducted at your facility:

Describe any materials recycling conducted at your facility: _____

5. Does the facility have a current Slug Control Plan? Yes No

If yes, submit the plan with the completed permit application.

SECTION D. WATER CONSUMPTION AND WATER LOSS

1. Incoming water source(s):

Green Valley SUD Private Well Other _____
Please Specify

If a private well, is it metered? Yes No

2. Water bill addressee: _____

3. Water service account number(s) and service address: _____

4. Average monthly water consumption:

- a. Previous 12 months _____ gal/mo. (from Water Company bills)
- b. Volume from well _____ gal/mo.

5. List water consumption within the plant:

	Description	Estimated Avg. Volume (gallons per day)
Cooling water		
Boiler feed		
Sanitary (domestic) wastes		
Production process 1		
Production process 2		
Production process 3		
Plant and equipment wash-down		
Irrigation and lawn watering		
Air pollution control unit		
Other (specify)		

6. List average volume of discharge or water losses to:

	Description	Estimated Avg. Volume (gallons per day)
GVSUD regional sewer		
Direct discharge to a watercourse		
Municipal Separate Storm Sewer		
Ground		
On-site septic sewer facility		
Wastehauler		
Evaporation		
Contained in product		
Other (specify)		
		Total

SECTION E. SEWER INFORMATION

1. Attach scale drawings of site plans, floor plans and internal plumbing plans showing the location of all internal sewers including size, connection and locations. The site plan must also indicate locations of various processes, cooling towers, administrative facilities, storage areas, alleys, and other pertinent physical structures. Also show the location of all possible sampling points for these sewers.
2. List plant sewers shown in Item 1, with outlet or connection to public sewer, size and flow; assign sequential reference number to each sewer (if more than 3, attach additional information on another sheet).

Reference No.	Location of Sewer connection or discharge point	Size (in inches)	Flow in gallons per day
1.			
2.			
3.			
Total	Should equal discharge to GVSUD sewer in chart 6		

SECTION F. WASTEWATER INFORMATION

1. Please indicate the quantities discharged from the processes below in gallons per day. (Refer to processes 1 – 3 in Chart 5, Section D). The quantities are to be given for each sewer receiving the discharge.

DISCHARGE QUANTITY BY SEWER REFERENCED IN E-2

TYPE Process	Ref. #1	Ref.#2	Ref.#3				Total
Process A							
Process B							
Process C							
Sanitary							
Boiler							
Cooling							
Plant & Equipment Wash-down							
Other (Specify)							
TOTAL							

Total should equal discharge to GVSUD sewer in chart 6.

2. If this is a first time application and if any wastewater analyses have been performed on the wastewater discharges from your facilities attach a copy of the most recent data to this questionnaire. Be sure to include the dates and methods of collection and analysis, the laboratory performing analysis, and the specific location(s) from which wastewater samples were collected.
3. Priority Pollutant Information: Please check the appropriate box by chemical listed below, whether it is "Known to be Absent," or "Known to be Present" in the facilities manufacturing or service activity or

generated as a by-product. Attach copies of Material Safety Data Sheets (MSDS) for all raw chemicals or chemical products purchased, stored or used in your facility at or above 5 gallons. If organics are being used, submit all MSDS. If you are unable to identify the chemical constituents of products that are discharged in your wastewater, attach copies of the Materials Safety Data Sheets for such products.

Please check parameters known to be present in discharge, either Yes or No.

	Yes	No		Yes	No
I. METALS			45. PCB-1260	<input type="checkbox"/>	<input type="checkbox"/>
1. Antimony	<input type="checkbox"/>	<input type="checkbox"/>	46. 2-Chloronaphthalene	<input type="checkbox"/>	<input type="checkbox"/>
2. Arsenic	<input type="checkbox"/>	<input type="checkbox"/>	V. ETHERS		
3. Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	47. Ether, bis (chloromethyl)	<input type="checkbox"/>	<input type="checkbox"/>
4. Beryllium	<input type="checkbox"/>	<input type="checkbox"/>	48. Ether, bis (2-chloroethyl)	<input type="checkbox"/>	<input type="checkbox"/>
5. Cadmium	<input type="checkbox"/>	<input type="checkbox"/>	49. Ether, bis (2-chloroisopropyl)	<input type="checkbox"/>	<input type="checkbox"/>
6. Chromium	<input type="checkbox"/>	<input type="checkbox"/>	50. Ether, 2-chloroethyl vinyl	<input type="checkbox"/>	<input type="checkbox"/>
7. Copper	<input type="checkbox"/>	<input type="checkbox"/>	51. Ether, 4-bromophenyl phenyl	<input type="checkbox"/>	<input type="checkbox"/>
8. Cyanide	<input type="checkbox"/>	<input type="checkbox"/>	52. Ether, 4-chlorophenyl phenyl	<input type="checkbox"/>	<input type="checkbox"/>
9. Lead	<input type="checkbox"/>	<input type="checkbox"/>	53. Bis (2-chloroethoxy) methane	<input type="checkbox"/>	<input type="checkbox"/>
10. Mercury	<input type="checkbox"/>	<input type="checkbox"/>	VI. NITROSAMINES & OTHER NITROGEN -CONTAINING COMPOUNDS		
11. Nickel	<input type="checkbox"/>	<input type="checkbox"/>	54. Nitrosamine, dimethyl	<input type="checkbox"/>	<input type="checkbox"/>
12. Selenium	<input type="checkbox"/>	<input type="checkbox"/>	55. Nitrosamine, diphenyl	<input type="checkbox"/>	<input type="checkbox"/>
13. Silver	<input type="checkbox"/>	<input type="checkbox"/>	56. Nitrosamine, di-n-propyl	<input type="checkbox"/>	<input type="checkbox"/>
14. Thallium	<input type="checkbox"/>	<input type="checkbox"/>	57. Benzidine	<input type="checkbox"/>	<input type="checkbox"/>
15. Zinc	<input type="checkbox"/>	<input type="checkbox"/>	58. Benzidine, 3, 3-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
II. PHENOLS AND CRESOLS			59. Hydrazine, 1, 2-diphenyl	<input type="checkbox"/>	<input type="checkbox"/>
16. Phenol(s)	<input type="checkbox"/>	<input type="checkbox"/>	60. Acrylonitrile	<input type="checkbox"/>	<input type="checkbox"/>
17. Phenol, 2-chloro	<input type="checkbox"/>	<input type="checkbox"/>	VII. ORGANICS		
18. Phenol, 2, 4-dichloro	<input type="checkbox"/>	<input type="checkbox"/>	61. Methane, bromo	<input type="checkbox"/>	<input type="checkbox"/>
19. Phenol, 2, 4, 6-trichloro	<input type="checkbox"/>	<input type="checkbox"/>	62. Methane, chloro-	<input type="checkbox"/>	<input type="checkbox"/>
20. Phenol, pentachloro	<input type="checkbox"/>	<input type="checkbox"/>	63. Methane, dichloro	<input type="checkbox"/>	<input type="checkbox"/>
21. Phenol, 2-nitro	<input type="checkbox"/>	<input type="checkbox"/>	64. Methane, chlorodibromo	<input type="checkbox"/>	<input type="checkbox"/>
22. Phenol, 4-nitro	<input type="checkbox"/>	<input type="checkbox"/>	65. Methane, dichlorobromo	<input type="checkbox"/>	<input type="checkbox"/>
23. Phenol, 2, 4-dinitro	<input type="checkbox"/>	<input type="checkbox"/>	66. Methane, tribromo	<input type="checkbox"/>	<input type="checkbox"/>
24. Phenol, 2, 4-dimethyl	<input type="checkbox"/>	<input type="checkbox"/>	67. Methane, trichloro	<input type="checkbox"/>	<input type="checkbox"/>
25. m-Cresol, p-chloro	<input type="checkbox"/>	<input type="checkbox"/>	68. Methane, tetrachloro	<input type="checkbox"/>	<input type="checkbox"/>
26. o-Cresol, 4, 6-dinitro	<input type="checkbox"/>	<input type="checkbox"/>	69. Methane, trichlorofluoro	<input type="checkbox"/>	<input type="checkbox"/>
III. MONOCYCLIC AROMATICS (EXCLUDING PHENOLS, CRESOLS & PHTHALATES)			70. Methane, dichlorodifluoro	<input type="checkbox"/>	<input type="checkbox"/>
27. Benzene	<input type="checkbox"/>	<input type="checkbox"/>	71. Chloroethane	<input type="checkbox"/>	<input type="checkbox"/>
28. Benzene, chloro	<input type="checkbox"/>	<input type="checkbox"/>	VIII. POLYCYCLIC AROMATIC HYDROCARBONS		
29. Benzene, 1,2-dichloro	<input type="checkbox"/>	<input type="checkbox"/>	72. Ethane, 1, 1-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
30. Benzene, 1,3-dichloro	<input type="checkbox"/>	<input type="checkbox"/>	73. Ethane, 1, 2-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
31. Benzene, 1, 4-dichloro	<input type="checkbox"/>	<input type="checkbox"/>	74. Ethane, 1, 1, 1-trichloro	<input type="checkbox"/>	<input type="checkbox"/>
32. Benzene, 1, 2, 4-trichloro	<input type="checkbox"/>	<input type="checkbox"/>	75. Ethane, 1, 1, 2-trichloro	<input type="checkbox"/>	<input type="checkbox"/>
33. Benzene, hexachloro	<input type="checkbox"/>	<input type="checkbox"/>	76. Ethane, 1, 1, 2, 2-tetrachloro	<input type="checkbox"/>	<input type="checkbox"/>
34. Benzene, ethyl	<input type="checkbox"/>	<input type="checkbox"/>	77. Ethane, hexachloro	<input type="checkbox"/>	<input type="checkbox"/>
35. Benzene, nitro	<input type="checkbox"/>	<input type="checkbox"/>	78. Ethane, chloro	<input type="checkbox"/>	<input type="checkbox"/>
36. Toluene	<input type="checkbox"/>	<input type="checkbox"/>	79. Ethene, 1, 1-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
37. Toluene, 2, 4-dinitro	<input type="checkbox"/>	<input type="checkbox"/>	80. Ethene, 1, 2(trans)-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
38. Toluene, 2, 6-dinitro	<input type="checkbox"/>	<input type="checkbox"/>	81. Ethene, trichloro	<input type="checkbox"/>	<input type="checkbox"/>
IV. PCB & RELATED COMPOUNDS					
39. PCB-1016	<input type="checkbox"/>	<input type="checkbox"/>			
40. PCB-1221	<input type="checkbox"/>	<input type="checkbox"/>			
41. PCB-1232	<input type="checkbox"/>	<input type="checkbox"/>			
42. PCB-1242	<input type="checkbox"/>	<input type="checkbox"/>			
43. PCB-1248	<input type="checkbox"/>	<input type="checkbox"/>			
44. PCB-1254	<input type="checkbox"/>	<input type="checkbox"/>			

- 82. Ethene, tetrachloro
- 83. Propane, 1, 2-dichloro
- 84. Propane, 2, 4-dichloro
- 85. Butadiene, hexachloro
- 86. Cyclopentadiene, hexachloro
- 87. Acrolein

IX. PHTHALATE ESTERS

- 88. Phthalate, dimethyl
- 89. Phthalate, diethyl
- 90. Phthalate, di-n-butyl
- 91. Phthalate, di-n-octyl
- 92. Phthalate, bis (2-ethylhexy)
- 93. Phthalate, butyl benzyl

X. POLYCYCLIC AROMATIC HYDROCARBONS

- 94. Acenaphthene
- 95. Acenaphthylene
- 96. Anthracene
- 97. Benzo (a) anthracene
- 98. Benzo (b) fluoranthene
- 99. Benzo (k) fluoranthene
- 100. Benzo (g,h,i) perylene
- 101. Benzo (a) pyrene
- 102. Chrysene
- 103. Dibenzo (a,h) anthracene
- 104. Fluoranthene
- 105. Fluorene
- 106. Indeno (1, 2, 3-cd) pyrene
- 107. Napthalene
- 108. Phenanthrene
- 109. Pyrene

XI. PESTICIDES

- 110. Acrolein
- 111. Aldrin
- 112. BHC (Alpha)
- 113. BHC (Beta)
- 114. BHC (Gamma) or Lindane
- 115. BHC (Delta)
- 116. Chlordane

- 117. DDD
- 118. DDE
- 119. DDT
- 120. Idrin
- 121. Endosulfan (Alpha)
- 122. Endosulfan (Beta)
- 123. Endosulfan Sulfate
- 124. Endrin
- 125. Heptachlor
- 126. Heptachlor expoxide
- 127. Isophorone
- 128. TCDD (or Dioxin)
- 129. Toxaphene

XII. CONVENTIONAL AND NON-CONVENTIONAL POLLUTANTS

- 130. Bromide
- 131. Chlorine, Total Residual
- 132. Color
- 133. Fecal Coliform
- 134. Fluoride
- 135. Nitrate-Nitrite
- 136. Nitrogen, Total Organic
- 137. Oil and Grease
- 138. Phosphorus, Total
- 139. Radioactivity
- 140. Sulfate
- 141. Sulfide
- 142. Sulfite
- 143. Surfactants
- 144. Aluminum, Total
- 145. Barium, Total
- 146. Boron, Total
- 147. Cobalt, Total
- 148. Iron, Total
- 149. Magnesium, Total
- 150. Molybdenum, Total
- 151. Manganese, Total
- 152. Tin, Total
- 153. Titanium, Total

SECTION F. WASTEWATER INFORMATION (Cont'd)

4. For all chemical products used at your facility and/or identified as "Known Present," please list and provide the following data for each: (attach additional sheets if needed).

Trade/Product Name	Monthly Usage (lbs. or gal)	Estimated Loss to sanitary sewer (lbs. or gal. / month)

5. Is any form of wastewater pretreatment utilized at your facility ? Yes No
 If "yes", check as many as appropriate.

- | | |
|--|--|
| <input type="checkbox"/> Air flotation | <input type="checkbox"/> Ozonation |
| <input type="checkbox"/> Centrifuge | <input type="checkbox"/> Silver recovery |
| <input type="checkbox"/> Chemical precipitation | <input type="checkbox"/> Reverse Osmosis |
| <input type="checkbox"/> Chlorination | <input type="checkbox"/> Screens (Hydro-sieve, etc.) |
| <input type="checkbox"/> Cyclone | <input type="checkbox"/> Sedimentation |
| <input type="checkbox"/> Filtration | <input type="checkbox"/> Solvent separation |
| <input type="checkbox"/> Flow equalization tank | <input type="checkbox"/> Spill protection |
| <input type="checkbox"/> Grease or oil separation | <input type="checkbox"/> Sump |
| <input type="checkbox"/> Grease trap | <input type="checkbox"/> Biological treatment, type _____ |
| <input type="checkbox"/> Grit removal | <input type="checkbox"/> Rainwater diversion or storage |
| <input type="checkbox"/> Ion Exchange | <input type="checkbox"/> Other chemical treatment type _____ |
| <input type="checkbox"/> Neutralization, pH correction | <input type="checkbox"/> Other, give description below. |

Brief Description: _____

SECTION G. OTHER WASTES

1. Are any liquid wastes or sludges being generated that are not disposed of in the sewer system?

Yes No

2. Indicate wastes generated by your facility and check the appropriate box to classify:

Waste(s)	Hazardous		Disposal Method		(Estimated Gal. or Pounds/Year)
	Y	N	On Site	Off Site	
Acid and Alkalies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Heavy Metal Sludge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Inks/Dyes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Organic Compounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Paints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plating Wastes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pretreatment Sludge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Solvents/Thinners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Oil and/or Grease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Please submit the most recent receipts and/or waste manifests with this application.

3. On-Site Storage: Yes No Method: Drum Roll-off Container Tank

Other (specify): _____

b. Typical duration of storage: _____ Days

c. Typical volume of waste stored: _____ Pounds _____ Gallons

d. Is storage site
 - self-contained
 - wastes segregated
 - protected from a reaction

Explain: _____

4. On-Site Disposal: Yes No

Disposal Method: Reclamation Land Disposal Incineration Other

SECTION G. OTHER WASTES (Cont'd)

5. Off-Site Disposal: Yes No

Off-Site facility receiving waste _____

Name of Facility _____

Facility Operator _____

Facility Location _____

Address _____

2. Describe any additional pretreatment facilities and/or processes under consideration. Include a specific time schedule for completion:

3. Pollution Prevention (P2)

Describe any pollution prevention activities that have taken place during the past five (5) to ten (10) years such as:

a) Closed Loop system _____

b) Chemical Substitutions _____

c) Water Conservation _____

d) Process Changes _____

e) Recycling _____

f) Better Industrial Housekeeping _____

g) Secure Chemical Storage Areas _____

h) Floor Drains Closed Off _____

i) Retaining Walls Built to Catch Spills, etc. _____

j) Other Pollution Prevention P2 Activities _____

4. Do you dispose of any chemicals, solvents, sludges, or hazardous materials as a result of your processes?

Yes No

If so, provide a description of each material, giving the composition, annual quantity, and means of disposal. _____

5. If a private hauler is used to haul sludges/residuals, provide name and EPA Identification Number.

6. Where is the ultimate disposal site for sludges/residuals?

7. Do you have copies of manifests for waste hauled off site? Yes No

8. Do you have a spill prevention, containment and control plan (SPCC) for your facility? Yes No

9. Do you have a solvent management plan for your facility? Yes No

10. Do you have a certified operator for your pretreatment facility? Yes No

If yes: Name _____

Address _____

Certification Number _____

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION AGREEMENT**

Exhibit "D" – Form of Plat Easement Certification

[See Attached]

Exhibit D
GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water and wastewater service to each lot in this Subdivision, by Agreement with the Developer.

Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "Waterline Easement", "Wastewater Line Easement" or "Utility Easement" with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto. It is agreed and understood that no building, concrete slab or walls will be placed within said Easement areas. No other utility lines may be located within 36" parallel to water lines.

Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION AGREEMENT**

Exhibit "E" – GVSUD Pretreatment Standards

[See Attached]

Exhibit E

Pretreatment Standards

The Pretreatment Program is a requirement of the Texas Pollutant Discharge Elimination System (TPDES) discharge permit for each of the GVSUD wastewater recycling centers. It is a method to control the pollutants discharged into sanitary sewer systems and used to reduce the amount of pollutants released into the environment.

Wastewater from homes, commercial buildings, and industrial facilities is collected and transported through the sanitary sewer collection system to one of the regional wastewater treatment plants. These plants remove harmful organisms and contaminants from the wastewater before discharge into the receiving river.

GVSUD wastewater recycling centers are designed to treat domestic wastes from households but not to treat toxic pollutants from industrial or commercial facilities. The toxic pollutants from industrial and commercial facilities may cause serious problems at publicly owned treatment works that use biological treatment. Problems may be prevented by recycling, waste minimization, chemical substitution, pretreatment, or other best management practices to reduce or eliminate the pollutants from commercial or industrial facilities.

The U.S. Environmental Protection Agency (EPA) developed the General Pretreatment Regulations under 40 CFR Part 403 to set responsibilities for federal, state and local governments, industry and the public to achieve the National Pretreatment Program objectives. The EPA describes this national program in its "Introduction to the National Pretreatment Program" (pdf).

The General Pretreatment regulations listed in 40 CFR Part 403 are integrated into the TCEQ approved Pretreatment Program and are incorporated into the City of San Antonio City Code in Chapter 34 Waters & Sewer, Article V. Sewage Transportation, Treatment and Disposal, Division 3 Industrial Waste. These codes also include "Technically Based Local Limits" which are derived from calculations to determine the maximum levels for specific pollutants for nonresidential users (includes commercial and SIU facilities).

TECHNICALLY BASED LOCAL LIMITS: [34.472(4)(B)]	
0.7 mg/L	Arsenic
5.0 mg/L	Chromium
0.17 mg/L	Total Cyanide
0.05 mg/L	Mercury
0.02 mg/L	Selenium

TECHNICALLY BASED LOCAL LIMITS: [34.472(4)(B)]	
2.50 mg/L	Zinc
6 – 10 s.u.	pH
0.7 mg/L	Cadmium
1.50 mg/L	Copper
0.7 mg/L	Lead
5.5 mg/L	Nickel
0.50 mg/L	Silver
200 mg/L	Fats Oil & Grease
250 mg/L	BOD
450 mg/L	COD
200 mg/L	TSS
150 degrees	Fahrenheit

Industrial Facilities that manufacture or process materials regulated under 40 CFR Subchapter N Part 405 to 471 are considered Categorical Industrial Users (CIU) and are subject to the Pretreatment Program requirements including categorical limits, individual permitting and monitoring. In addition, industrial and commercial facilities that discharge in excess of 25,000 gallons of process water a day are subject to the provisions of the Pretreatment Program requirements.

- Recent changes to the [City Code](#) (PDF) (updated June 2014).
- Industrial Wastewater Discharge [application](#) (PDF)
- Reporting [requirements](#)
- TCEQ small business [help](#) 1.800.447.2827
- TCEQ Environmentor Assistance Program (www.TexasEnviroHelp.org)
- Sampling and Environmental Lab [accreditation](#) - NELAP
- Pollution Prevention [Plans](#)

Industrial Wastewater Applications can be sent to the attention of the General Manager at:

Green Valley Special Utility District
P.O. Box 99
Marion, TX 78124

Facilities discharging industrial wastes from their operation which exhibit none of the characteristics of wastes prohibited by Chapter 34 of the City Code, other than levels of BOD or TSS having a concentration in excess of normal domestic sewage (concentrations in excess of 250 mg/l), shall pretreat the industrial waste to meet the concentrations of normal domestic sewage.

The link to additional information and forms is as follows:

<http://www.saws.org/environment/ResourceProtComp/industrial/pretreatment.cfm>

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SEWER SYSTEM EXTENSION AGREEMENT**

**Exhibit "F" – Projected Monthly Sewer Treatment Bill for CIAC Fees and Monthly
Sewer Treatment Service Charges**

[See Attached]

Exhibit "F"
Projected Monthly Sewer Treatment Bill
For CIAC Fees and Monthly Sewer Treatment Service Charges

Rate Analysis for Santa Clara Creek WWTP and Collection System - Wastewater
 Green Valley Special Utility District

GVSUD Sewer Rate Structure (Per EDU)	
Monthly Base Rate (3,000 gallons)	\$ 18.00
Cost Per 1,000 gallons over 3,000 per month	\$ 4.65
Total Monthly Bill (Avg)	

2024 Projection			
gallons/day	300 gal/EDU		Rounded
123,111	410.37		410

Example Monthly Sewer Treatment Service Charges			
Usage 123,111 gallons per day - 2024 Projection			
410 EDU's	Rate	EDU's	Total
Base Rate (Note 1)	\$ 18.00	410	\$ 7,380.00
Usage Charges	Rate	Quantity	
Cost per 1,000	\$ 4.65	2,524.89	\$ 11,740.72
Cibolo Franchise Fees	2%		\$ 382.41
Average Monthly Bill			\$ 19,503.13
	EDU	50% of Total CIAC Fee/EDU	Total Fee
CIAC Fee	410	\$ 4,540.00	\$ 1,861,400

Base Rate Includes 50% of CIAC Fees

123,111.00	Daily based on 2024
3,754,885.50	monthly
1,230,000.00	Included in base rate
2,524,885.50	

Total CIAC Fee = \$9,080
 Paid by GVDC

General Notes:

Note 1: The Monthly Base rate will be adjusted based on final installation costs of sewer line extension costs and treatment plant costs. On an annual basis, GVSUD will submit a report to demonstrate actual monthly base rate charges for the following year. AW Texas will have the right to review all GVSUD financial records used to establish service charges.



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Governor Abbott Delivers Remarks At Aisin AW Groundbreaking In Cibolo

November 4, 2019 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today attended and delivered remarks at the ceremonial groundbreaking of Aisin AW in Cibolo. In September, Aisin AW and Toyota announced a combined \$800 million investment in Texas, with Aisin investing \$400 million in its future facility in Cibolo, which will support 900 new jobs. The Governor spoke of Texas' expanding role as a manufacturing and automotive powerhouse, and the growing partnership between Aisin and the Lone Star State.



"There is no label more powerful than 'Made in Texas' and we are proving that once again with this new facility," said Governor Abbott. "I was honored to meet with Aisin executives during my economic development trip to Japan to discuss this investment, as well as our shared commitment to strengthening this partnership. Working together, we will continue to grow the Aisin brand in Texas, create more jobs, and expand economic prosperity throughout the Lone Star State."



Aisin Seiki Co, Ltd. is a Japanese corporation that develops and produces components and systems for the automotive industry and manufactures auto transmission parts for Toyota vehicles. Aisin AW, a brand of the the Aisin Seiki company, was established in 1969 and is headquartered near Nagoya, Japan. The company develops, manufactures, and distributes automatic transmissions, hybrid systems, car navigation systems, and other automotive parts. Governor Abbott met with Aisin Seiki Co., Ltd. and Aisin AW executives during an economic development mission to Japan in September 2019.

Home	Governor Abbott	First Lady	Initiatives	News	Organization	Contact
	Office of the Texas Governor P.O. Box 12428 Austin Texas 78711 (512) 463-2000			Employment Site Policies Accessibility Report Fraud Site Map	Where the Money Goes TRAIL Search Texas Veterans Portal Texas.gov RSS Feed	



No. 18-51092

In the
United States Court of Appeals
For the Fifth Circuit

GREEN VALLEY SPECIAL UTILITY DISTRICT,
Plaintiff – Appellees Cross-Appellant
v.

**CITY OF SCHERTZ, TEXAS; DEANN T. WALKER; GUADALUPE VALLEY
DEVELOPMENT CORPORATION; ARTHUR C. D'ANDREA; JOHN PAUL URBAN;
BRIAN JAMES; SHELLY BOTKIN,**
Defendants – Appellants Cross-Appellees

On Appeal from the United States District Court
for the Western District of Texas, Austin Division
No. 1:17-cv-00819-SS, Sam Sparks, Judge Presiding

**GUADALUPE VALLEY DEVELOPMENT CORPORATION'S
NOTICE OF DISMISSAL OF APPEAL**

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ATTORNEYS FOR GUADALUPE VALLEY DEVELOPMENT CORPORATION

NOTICE OF DISMISSAL OF APPEAL

Appellant Guadalupe Valley Development Corporation (“GVDC”) has agreed to a settlement with Green Valley Special Utility District. Pursuant to the parties’ settlement agreement, GVDC desires to dismiss its appeal. Therefore, GVDC hereby gives notice of its dismissal with prejudice of its appeal of the district court’s judgment below in this cause.

This notice of dismissal of appeal is not intended to affect the notices of appeal filed by the other parties to this Cause—the Schertz Defendants, the PUC Defendants, and cross-appellant, Green Valley Special Utility District.

Respectfully submitted,

By:  _____

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*Attorneys for Guadalupe Valley Development
Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on January 28, 2019, I electronically filed this Notice of Dismissal of Appeal with the Clerk of the Court for the United States Court of Appeals for the Fifth Circuit by using the CM/ECF system. I certify that counsel for Appellants and Appellee are registered CM/ECF users and that service will be accomplished by the CM/ECF system.



Rene D. Ruiz

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 18-51092



A True Copy
Certified order issued Jan 31, 2019

Lyle W. Cayce
Clerk, U.S. Court of Appeals, Fifth Circuit

GREEN VALLEY SPECIAL UTILITY DISTRICT,

Plaintiff - Appellee Cross-Appellant

v.

CITY OF SCHERTZ, TEXAS; DEANN T. WALKER; ARTHUR C.
D'ANDREA; JOHN PAUL URBAN; BRIAN JAMES; SHELLY BOTKIN,

Defendants - Appellants Cross-Appellees

Appeals from the United States District Court
for the Western District of Texas

CLERK'S OFFICE:

Under FED. R. APP. P. 42(b), the appeal is dismissed as of January 31, 2019, pursuant to Appellant's Guadalupe Valley Development Corporation motion.

LYLE W. CAYCE
Clerk of the United States Court
of Appeals for the Fifth Circuit

Roeshawn Johnson

By: _____
Roeshawn A. Johnson, Deputy Clerk

ENTERED AT THE DIRECTION OF THE COURT

