



Filing Receipt

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SEWER UTILITY TARIFF

FOR

West Houston Airport Corporation

(Utility Name)

18000 Groeschke Road

(Business Address)

Houston, Texas 77084

(City, State, Zip Code)

(713) 492-2130

(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate(s) of Convenience and Necessity:

20798

This tariff is effective in the following county(ies):

Harris

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

West Houston Airport Section I and II

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TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCCN 20798 MAY 31 '97

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SECTION 1.0 - RATE SCHEDULE

Section 1.01 - RatesMONTHLY FLAT RATE: \$ 71.69 per connection for all meter sizes

Gallage: -0- gallons. For each 1000 gallons the charge will be \$8.13.

Monthly Surcharge: \$19.28 per connection, for five years or until total amount is recovered.

REGULATORY ASSESSMENT 1.0%A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL
WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER.Section 1.02 - Miscellaneous FeesTAP FEE \$ 400.00THE TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS
AND LABOR FOR STANDARD RESIDENTIAL CONNECTION. PLUS ACTUAL COST OF ROAD BORES
AND OTHER EXTRAORDINARY COST PERMITTED BY 30 TAC 291.86 (a) (1)(A) - (C). NOT TO EXCEED \$2,000

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED
TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:a) Non payment of bill (Maximum \$25.00) \$ 25.00b) Customer's request \$ 25.00

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE \$ 25.00THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT
THE SAME SERVICE LOCATION WHERE THE SERVICE IS NOT DISCONNECTED.LATE CHARGE. \$2.00 OR 5%A ONE TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED
TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.RETURNED CHECK CHARGE \$ 20.00CUSTOMER DEPOSIT (Maximum \$50) \$ 50.00SEASONAL RECONNECTION FEE Monthly flat rate per connection for each
month of disconnection not to exceed six months

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

Increases in inspection fees and water testing costs imposed by state or Federal law may be passed through as
an adjustment to the monthly base rate charge under the terms and conditions of 30 T.A.C. 291.21(k) (2)
after notice to the public and the TNRCC.RATES LISTED ARE EFFECTIVE ONLY IF
THIS PAGE HAS TNRCC APPROVAL STAMP

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 R CCN 20798 MAY 31 '97

D.A. APPROVED TARIFF BY AN

SECTION 2.0--SERVICE RULES AND REGULATIONS

Section 2.01--Texas Natural Resource Conservation Commission Rules

The utility will have the most current Texas Natural Resource Conservation Commission Rules, Chapter 291, Water Rates, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.02--Application for and Provision of Sewer Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant before sewer service is provided by the utility. A separate application or contract will be made for each service at each separate location.

After the applicant has met all the requirements, conditions and regulations for service, the utility will install service connections, which may include a utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Where service has previously been provided, the utility will reconnect the service within one working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the connection location to the place of use.

Section 2.03--Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the TNRCC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.04--Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant will be required to pay a deposit as provided for in Section 1.02 of this tariff. The utility will keep records of the deposit and credit interest in accordance with TNRCC Rules.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 R CCN 20798 MAY 31 97

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SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

Section 2.05--Meter Requirements, Readings, and Testing

It is not a requirement that the utility use meters to measure the quantity of sewage disposed of by individual customers. When a sewer utility is operated in conjunction with a water utility which serves the same customers, the charge for sewage disposal service may be based on the winter months average monthly consumption of water as registered on the customer's water meter. One connection is required for each residential, commercial or industrial facility in accordance with the TNRCC Rules.

Section 2.06--Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of the bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date.

A late penalty of either \$2.00 or 5.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

Each bill will provide all information required by the TNRCC Rules. For each of the systems it operates, the utility will maintain and note on the monthly billing a telephone number (or numbers) which may be reached by a local call by customers. At the utility's option, a toll-free telephone number or the equivalent may be provided.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.07--Service Disconnection

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the TNRCC Rules.

Utility service may also be disconnected without notice for reasons as described in the TNRCC Rules.

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Section 2.08--Reconnection of Service

Service will be reconnected within 24 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

Section 2.09--Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCCN 20798 MAY 31 '97

D.A. APPROVED TARIFF BY AM

SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Prorated Bills - If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.10--Quality of Service

The utility will plan, furnish, and maintain and operation a treatment and collection facility of sufficient size and capacity to provide a continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge the effluent at the quality required by its discharge permit issued by the Commission. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the TNRCC Rules.

Section 2.11--Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Natural Resource Conservation Commission complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 R CCN 20798 MAY 31 '97

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SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with the TNRCC Rules to be effective.

The utility adopts the administrative rules of the Texas Natural Resource Conservation Commission, as the same may be amended from time to time, as its company specific services rules and regulations. These rules will be kept in file at the company's offices for customer inspection during regular business hours.

The utility adopts the City of Houston's Plumbing Code pursuant to TNRCC Rule 290.46(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TNRCC, the Uniform Plumbing Code, the City of Houston Plumbing Code, and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by TNRCC rule.

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by check which has: insufficient funds in the account to cover it, upon which payment has been stopped, or which has not been signed, shall be deemed to be delinquent. All returned checks must be redeemed with cash or money order. If a customer has two returned checks within a twelve month period, that customer shall be required to pay a deposit if one has not already been paid and make future payments by cash or money order for a period of twelve months.

Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitee, his agents, his employees, or others under his control.

Limitation of Product / Service Liability - The utility will not accept liability for any injury or damage to individuals or their property occurring on the Customers premises. The utility makes no representations or warranties (expressed or implied) that Customers residence or contents will not be damaged by disruptions of or fluctuations in sewer service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of sewer service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by TNRCC rules, (3) electrical power failures in sewer systems not required by TNRCC rule to have auxiliary power supplies, or (4) termination of sewer service pursuant to the utility's tariff and the TNRCC rules.

If the services of a registered professional engineer are required as a result of an application for service received by the Utility, such engineer will be selected by the utility and the Applicant, and Applicant shall bear all expenses incurred therein.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RGCN 20798 MAY 31 '97

D.A. APPROVED TARIFF BY AH

SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

If an Applicant required service other than the standard service provided by the utility, such Applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TNRCC minimum design criteria for sewer collection, treatment, pumping, and discharge.

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by the cost of road bores where pavement cuts are not permitted or other unique costs not normally incurred as may be permitted by 30 T.A.C. 291.86(b)(1).

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the Regulatory Authorities and with the Service Rules and Regulations of the utility.

Customers shall not connect, or allow any other person or party to connect onto any sewer lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a sewer main abutting the premises.

The utility will have the right of access to the Customer's premises at all times reasonable for the purpose of installing, inspecting or repairing equipment used in connection with its provision of sewer service, or for the purpose of removing its property and disconnecting lines, including inspecting the Customer's plumbing for code, plumbing, or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

Customers shall not be allowed to use the utility's cutoff valve on the utility's side of the water meter. Existing customers may install cutoff valves on their side of the water meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the water meter. These customer-owned valves shall be used in the event the customer wants to terminate the flow of water through their sewer related plumbing to make repairs, etc. The customer shall never be authorized to use the utility's valves for this purpose. If the customer requires the use of the utility's valve, the customer shall request the utility to temporarily terminate his service and shall pay the applicable state-approved fee.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCCN 20798 MAY 31 97

SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers. These substances are defined as "garbage" under Section 361.003 (12) of the Solid Waste Disposal Act, Texas Health and Safety Code, and are not "sewage" as defined by Section 26.001 (7) of the Texas Water Code. The utility only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the utility's state-approved waste water treatment plant within the parameters of the utility's state and federal waste water discharge permits. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.**

Pursuant to Texas Natural Resource Conservation Commission Rule 291.86(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair or replace all equipment damaged due to service diversion or the discharge of wastes which the system cannot properly treat. This shall include all repair and clean up costs associated with discharges of grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption or for sale to the public discharged from grease traps or other grease and/or oil storage containers. The utility may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. The utility may not charge any additional penalty or charge other than actual costs unless such penalty has been expressly approved by the regulatory authority having rate/tariff jurisdiction and filed in the utility's tariff.

Pursuant to Texas Natural Resource Conservation Commission Rule 291.85(b) (3)(A) and (B), the customer's service line and appurtenances shall be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the National Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive, infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the TNRCC's executive director, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

Any and all sewer lines, tanks, pumps and other equipment furnished by the Utility (excepting the Customer's individual service lines from the point of connection to Customer's structures on Customer's premises) are and shall remain the sole property of the Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said lines and equipment.

31192RCM 20798 MAY 31 '97

SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

In accordance with the requirements of Utility's Waster Discharge Permit, any and all repairs and maintenance of Utility's lines, tanks, pumps and equipment located on Customer's premises shall be performed exclusively by the Utility.

Copies of the utility's state and federal waste water discharge permits shall be available for public inspection and copying in the utility's business office during normal business hours.

Non-residential customers electing the pretreatment option for sewage with non-standard characteristics may be charge those costs set forth in the utility's extension policy if such pretreatment fails or otherwise causes the utility's facilities to violate their waste-water discharge permits.

Any applicant or existing customer required to pay any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

No application, agreement or contract for service may be assigned or transferred without the written consent of the utility.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCCN 20798 MAY 31 97

D.A. APPROVED TARIFF BY AM

SECTION 3.0--EXTENSION POLICY

Section 3.01--Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility will bear the full cost of any over sizing of collection mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional treatment capacity or facilities. Contributions in aid of construction may not be required of individual residential customers for treatment capacity or collection facilities unless otherwise approved by the Commission under this specific extension policy.

COST UTILITIES SHALL BEAR. Within its certificate area, the utility will pay the cost of the first 200 feet of any sewer collection line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the Texas Natural Resource Conservation Commission's Rules.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCCN 20798 MAY 31 97

D.A. APPROVED TARIFF BY AM

SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY

This section contains the utility's specific extension policy which complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with TNRCC Rules to be effective.

Residential Customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the Customer. However, if the Customer places unique, nonstandard service demands upon the system, the Customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary treatment capacity necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Natural Resource Conservation Commission's minimum design criteria for facilities used in collecting, treating, transmitting and discharging of wastewater effluent. For purposes of this subsection, a developer is one who subdivides or requests more than two connections on a piece of property. Commercial, industrial, and wholesale Customers will be treated as developers.

The utility adopts the administrative rules of the TNRCC, as amended from time to time, as its company specific extension policy. These rules will be kept on file at the company's business office for Customer inspection during normal business hours.

Non-residential customers generating sewage creating unique or non-standard treatment demands which might reasonably be expected to cause the utility's treatment facilities to operate outside their current waste-water discharge permit parameters may be charged the cost of all studies, engineering plans, permit costs, and collection treatment or discharge facilities construction or modification costs necessary to enable the utility to treat said sewage within permit limits acceptable to the Texas Natural Resource Conservation Commission, EPA and other regulatory agencies. In the alternative, the customer may have the option of pre-treating said sewage in such a manner to that it may not reasonably be expected to cause the utility's facilities to operate outside their permit parameters. In such case, the customer shall be required to pay the utility's costs of evaluating such pretreatment processes and cost of obtaining regulatory approval of such pretreatment processes. In the event of the pretreatment facilities of a customer making this election fail and cause the utility's facilities to operate outside their permit parameters, the customer shall indemnify the utility for all costs incurred for clean ups or environmental remediation and all fines, penalties, and costs imposed by regulatory or judicial enforcement actions relating to such permit violations.

Any applicant or existing customer required to pay any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located. Unless the TNRCC or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved by the TNRCC or such other regulatory authority.

WEST HOUSTON AIRPORT CORPORATION

18000 Groschke Road
P. O. Box 218056
Houston, Texas 77218-8056
[713] 492-2130

CONTRACT/APPLICATION FOR UTILITY SERVICE

This Contract/Application for Utility Service ("Contract/Application") is by and between West Houston Airport, a corporation organized under the laws of the State of Texas, its successors and assigns ("West Houston Airport") and the applicant ("Customer" or "Applicant") whose name and signature is shown below on the last page of this document.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to West Houston Airport-owned property or personnel shown to be caused by the customer his invitees, his agents, his employees, or others under his control.

LIMITATION ON WEST HOUSTON AIRPORT'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Natural Resource Conservation Commission ("TNRCC"). West Houston Airport will not accept liability for any injury or damage to individuals or to their properties occurring on the customer's side of the meter when the water delivered meets these state standards. West Houston Airport makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. West Houston Airport will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God (2) acts of third parties not subject to the control of West Houston Airport if West Houston Airport has undertaken such preventive measures as are required by TNRCC rules, (3) electrical power failures in water systems not required by TNRCC rule to have auxiliary power supplies, or (4) termination of water service pursuant to West Houston Airport's tariff and the TNRCC rules. West Houston Airport will accept liability for any injury or damage to individuals or their property directly caused by its defective utility plant (leaking water lines or meters) or the repair to or construction of West Houston Airport's facilities.

FIRE PROTECTION: West Houston Airport is not required by law and does not provide fire prevention or fire fighting services. West Houston Airport therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

West Houston Airport may (but is not required to) contract with individual customers/applicants to provide water service capacities to their properties in excess of the TNRCC's domestic water system regulations so that such water volumes and pressures may be used by the customer/applicant or local fire department (at their sole election and responsibility) for fire fighting purposes. Such additional water service capacities shall be provided only in

response to and according to design criteria and/or plans prepared by the customer/applicant's registered professional engineer. Notwithstanding any understanding or intent of such customer/applicant for the use of such excess water service capacity, West Houston Airport does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for fire fighting. West Houston Airport neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of West Houston Airport shall ever be implied or meant to suggest that any facilities of West Houston Airport comply with any state or local fire code.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, such engineer will be selected by West Houston Airport and the Applicant, and Applicant shall bear all expense incurred therein. The applicant shall bear all extension charges and fees ~~(and income taxes associated therewith)~~ as may be provided in West Houston Airport's tariff and the rules of the TNRCC.

PLUMBING CODE: West Houston Airport has adopted the City of Houston's Plumbing Code. Any extensions and/or new facilities shall comply with that code and all standards established by the TNRCC. Where conflicts arise, the more stringent standard must be followed.

If an Applicant requires service other than the standard service provided by West Houston Airport, such Applicant will be required to pay all expenses incurred by West Houston Airport in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TNRCC's minimum design criteria for Public Drinking Water Systems plus meeting any additional requirements needed to meet local service conditions. West Houston Airport shall bear all expense related to main oversizing or additional production, storage or treatment facilities for individual residential customers with normal domestic service demands.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of West Houston Airport. The Customer will bring out his service line to his property line at a point mutually acceptable to West Houston Airport and the customer. No water service smaller than 5/8" will be connected. The Customer shall install and maintain a cut-off valve on the Customer side of the meter and within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TNRCC rule or order pressure standard, the Customer will install, at the Customer expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the customer has a contract with West Houston Airport for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with West Houston Airport's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by West Houston Airport (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of West Houston Airport and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

PERIOD OF USE. Customer shall tie onto the West Houston Airport system within sixty (60) days of the date of this application or this application shall be deemed void. Any additional request for service for this location must then be made by a new Contract/Application. If major utility construction is needed prior to service being connected, the above date may be extended for another sixty (60) days, or conversely, the Customer may begin paying a monthly water bill based upon an average of the estimated annual gallons as shown below.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of West Houston Airport.

RIGHT OF ACCESS AND EASEMENTS: West Houston Airport will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water/sewer mains or other equipment used in connection with its provision of water/sewer service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of West Houston Airport's system, including inspection of the customer's plumbing for code, plumbing or tariff violations. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the individual property in question.

If the property to be served does not have dedicated, recorded public utility easements available for West Houston Airport's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant applicant) shall be required to provide West Houston Airport with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to West Houston Airport and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the

property in question. No applicant shall be deemed to be a "qualified" applicant under the TNRCC's rules until such easement is recorded.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the owner of the property. By signing the application, the landlord grants all required rights of access. IF the landlord is designated herein as the person responsible for the bill, then the landlord GUARANTEES PAYMENT of all utility service charges and fees incurred by or compensable damages caused by their tenant.

PLUMBING RESTRICTIONS:

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the City of Houston's Plumbing Code and/or West Houston Airport's tariff.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water system by an air-gap only.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be Eliminated at the service connection by the installation of an air-gap only.

C. No connection which allows water to return to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing of any connection which provides water for human use.

APPEAL TO THE TNRCC OR OTHER REGULATORY AGENCY: Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of West Houston Airport's approved tariffs shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. ~~All extension charges or contributions-in-aid-of-construction shall be adjusted to include all state and federal tax liabilities created by such contributions as permitted by TNRCC rules. All such tax assessments shall be reconcilable and subject to refund or surcharge following the filing of West Houston Airport's tax returns for the year of contribution.~~ If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority with jurisdiction over West Houston Airport's rates in that portion of West Houston Airport's service area in which the applicant's or existing customer's property is located. Unless the TNRCC or other regulatory authority enters interlocutory orders to the

contrary, service to the applicant may be delayed until such appeal is resolved.

PLUMBING INSPECTION: State law requires applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications to deliver to West Houston Airport a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. In addition, West Houston Airport shall require such certificates in the case of extensive plumbing modifications to the Customer's water system made after the initial date of service to customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Service may be denied until the certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified which, in the opinion of the inspector or West Houston Airport, require the installation of a state-approved backflow prevention device, such backflow flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to West Houston Airport. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

SEWER REGULATIONS: The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers. These substances are defined as "garbage" under Section 361.003 (12) of the Solid Waste Disposal Act, Texas Health and Safety Code, and are not "sewage" as defined by Section 26.001 (7) of the Texas Water Code. The utility only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the utility's state-approved waste water treatment plant within the parameters of the utility's state and federal waste water discharge permits. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.**

NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S

~~COLLECTION SYSTEM. TO INSURE THAT ANY CUSTOMER ATTEMPTING TO VIOLATE THIS PROHIBITION MAY BE DETECTED WITHOUT DISRUPTION OF SERVICE TO OTHER CUSTOMERS, EACH NON-RESIDENTIAL CUSTOMER SHALL BE REQUIRED TO INSTALL AND MAINTAIN A TEST WELL ON THEIR SERVICE LINE AS PROVIDED IN WEST HOUSTON AIRPORT'S TARIFF.~~

Pursuant to TNRCC Rule 291.86(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair to replace all equipment damaged due to service diversion or the discharge of wastes which the system cannot properly treat. This shall include all repair and clean up costs associated with discharges of grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption or for sale to the public discharged from grease traps or other grease and/or oil storage containers.

Pursuant to TNRCC Rule 291.85(b) (3), the customer's service line and appurtenances shall be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the National Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive, infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the TNRCC's executive director, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

Any and all sewer lines, tanks, pumps and other equipment furnished by the utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said lines and equipment.

In accordance with the requirements of utility's Waster Discharge Permit, any and all repairs and maintenance of utility's lines, tanks, pumps and equipment located on customer's premises shall be performed exclusively by the utility.

Non-residential customers electing the pretreatment option for sewage with non-standard characteristics may be charge those costs set forth in the utility's extension policy if such pretreatment fails or otherwise causes the utility's facilities to violate their waste-water discharge permits. Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary

treatment capacity necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with the TNRCC's minimum design criteria for facilities used in collecting, treating, transmitting, and discharging of waste-water effluent. For purposes of this subsection, a developer is one who subdivides or requests more than two connections on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Non-residential customers generating sewage creating unique or non-standard treatment demands which might reasonably be expected to cause the utility's treatment facilities to operate outside their current waste-water discharge permit parameters may be charged the cost of all studies, engineering plans, permit costs, and collection treatment or discharge facilities construction or modification costs necessary to enable the utility to treat said sewage within permit limits acceptable to the TNRCC, EPA and other regulatory agencies. In the alternative, the customer may have the option of pre-treating said sewage in such a manner to that it may not reasonably be expected to cause the utility's facilities to operate outside their permit parameters. In such case, the customer shall be required to pay the utility's costs of evaluating such pretreatment processes and cost of obtaining regulatory approval of such pretreatment processes. In the event of the pretreatment facilities of a customer making this election fail and cause the utility's facilities to operate outside their permit parameters, the customer shall indemnify the utility for all costs incurred for clean ups or environmental remediation and all fines, penalties, and costs imposed by regulatory or judicial enforcement actions relating to such permit violations.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH WEST HOUSTON AIRPORT'S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TNRCC AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER WEST HOUSTON AIRPORT'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON WEST HOUSTON AIRPORT'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM WEST HOUSTON AIRPORT.

I HAVE BEEN SHOWN A COPY OF WEST HOUSTON AIRPORT'S TNRCC-APPROVED TARIFF AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TNRCC OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER WEST HOUSTON

AIRPORT'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

1. Name of applicant: _____

Applicant is: Landowner _____ Tenant _____
Driver Lic. # _____ SS# _____

2. Address or location of requested service. (Attach plat or drawing if new development):

Subdivision: _____ Block: _____ Lot: _____

3. Type of water and sewer service:

residential _____ permanent _____
commercial _____ temporary _____
industrial _____ temporary service termination
developer _____ date: _____

4. Purpose for which water is to be used:

Residential _____ Other _____ (Explain all anticipated uses)

5. Volume and pressure requirements (to be completed by other than residential applicant):

Gallons: Annual _____ Highest day _____
Pressure required: Low _____ Average _____ High _____

6. Will a deposit be paid? _____ Amount \$ _____

If exempt, reason for exemption. _____

7. Person responsible for utility service bills:

Relationship to Applicant: _____

Name: _____

Driver Lic. # _____ SS# _____

8. Billing address if different from service location address.

9. Date of application: _____

Date to begin service: _____

10. Misc. fees required as a condition of service:

Amount: \$ _____ Type: _____ Refundable: Yes _____ No _____
Amount: \$ _____ Type: _____ Refundable: Yes _____ No _____
Amount: \$ _____ Type: _____ Refundable: Yes _____ No _____

Applicant

Guarantor

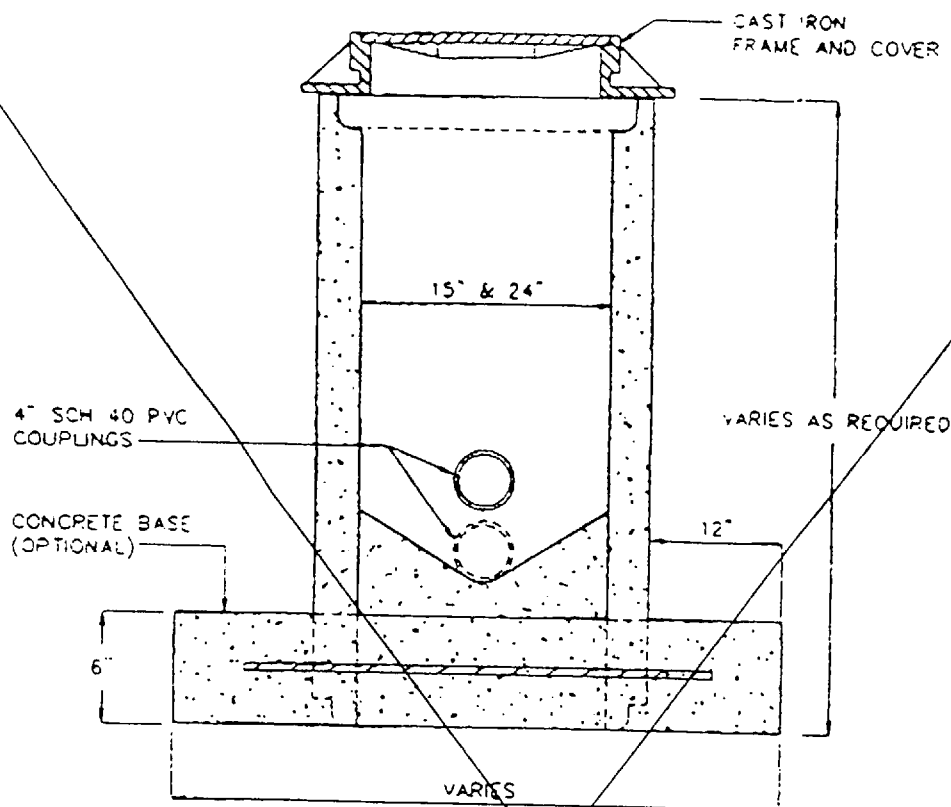
BY: _____

Title

Landlord

West Houston Airport Representative

Contract/Application
Acceptance/Execution Date



NOTES

1. SAMPLING WELL MUST BE INSTALLED UNDER A SEPERATE PLUMBING PERMIT.
2. USE 15" T&G R.C.P. FOR INSTALLATION FOR INSTALLATION 6'-0" DEEP AND LESS.
3. USE 24" T&G R.C.P. FOR INSTALLATION GREATER THAN 6'-0" DEEP. (STD RING AND M.H. COVER REQUIRED)
4. SAMPLING WELL MUST BE SET IN A CIRCULAR OR SQAURE CONCRETE PAD (1'-0" GREATER THAN OUTSIDE DIAMETER OF PIPE.)
5. INSIDE INSTALLATION NOT PERMITTED, WHERE OUTSIDE INSTALLATION IS POSSIBLE.
6. INSTALLATION INSIDE BLDG MUST BE POURED IN PLACE (15"MIN) NO CONCRETE PIPE IS PERMITTED. (AIR-TIGHT COVER REQUIRED.)
7. LAWN INSTALLATION MUST BE 4" ABOVE FINISHED GRADE.
8. DRIVE & SIDEWALK INSTALLATION MUST BE BROUGHT TO FINISHED GRADE
9. TO BE INSTALLED ON PRIVATE PROPERTY, IN AN ACCESSIBLE LOCATION TO CITY PERSONNEL.

SPECIFICATIONS

CONCRETE :

Class 1 concrete with of design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor and first stage of wall with sectional riser to required depth.

REINFORCEMENT:

Grade 60 reinforced. Steel rebar to conform to ASTM A615 on required centers or equal.

C.I. CASTINGS:

Cast iron frames and grates are manufactured of grey cast iron conforming to ASTM A48-76 Class 35.



PARK EQUIPMENT COMPANY

3630 STEFFAN LANE
P.O. BOX 90605
HOUSTON, TEXAS 77290

TEL (713) 837-7602
FAX (713) 837-4254
KATS (800) 256-8041

SAMPLE WELL BASIN

SCALE NONE

DWG. NO.

DATE 1/93

SWB-2

REV

A

**DROUGHT CONTINGENCY PLAN
FOR THE
INVESTOR OWNED UTILITY**

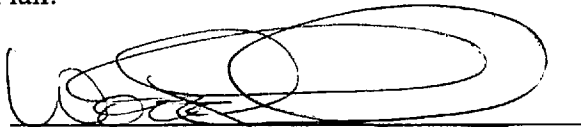
WEST HOUSTON AIRPORT CORPORATION

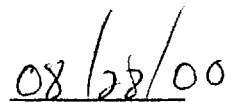
**P. O. Box 941789
Houston, Texas 77094-8789**

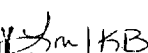
**CCN# 20798
PWS #1011953**

August 28, 2000

I, WOODY LESIKAR, being the responsible official for WEST HOUSTON AIRPORT CORPORATION, request a minor tariff amendment to include the enclosed Drought Contingency Plan.


(Signature)


(Date)

CCN 12763 SEP 24 '01
APPROVED TARIFF BY 

DROUGHT CONTINGENCY PLAN
FOR THE
West Houston Airport Corporation
August 17, 2000

Section I: Declaration of Policy, Purpose, and Intent

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Water restriction is not a legitimate alternative when the water system does not meet the Texas Natural Resource Conservation Commission's capacity requirements under normal conditions, nor when the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the West Houston Airport Corporation by means of public notice delivered via us mail on direct delivery to customer.

Section III: Public Education

The West Houston Airport Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of public notice delivered via us mail on direct delivery to customer.

Section IV: Coordination with Regional Water Planning Groups

The service area of the West Houston Airport Corporation is located within the Region H – Water Planning Group and West Houston Airport Corporation has provided a copy of this Plan to the Region H – Water Planning Group.

Section V: Declaration

DECLARATION OF WATER RESTRICTION: When there is an acute water supply shortage to such an extent that normal use patterns can no longer be served, the utility may implement a water restriction program in the following manner.

Section VI: Notice Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program.** Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

- 1) the date restrictions will begin,
- 2) the circumstances that triggered the restrictions,
- 3) the stages of response and explanation of the restrictions to be implemented, and,
- 4) an explanation of the consequences for violations.

The utility must notify the TNRCC by telephone at (512) 239- 6020, or electronic mail at watermon@tnrcc.state.tx.us prior to implementing the program and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TNRCC every 30 days that restriction continues.

Section VII: Violations

1. First violation - The customer will be notified by written notice of their specific violation.
2. Second violation - After written notice the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24 hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
3. Subsequent violations - The utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

Section VIII: Exemptions or Variances

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request.** A customer who is refused an exemption or variance may appeal such action of the utility by written appeal to the Texas Natural Resource Conservation Commission. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section IX: Criteria for Initiation and Termination of Drought Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - VOLUNTARY WATER USE RESTRICTIONS:

Goal: Achieve a voluntary **10%** percent reduction in daily water demand.

Supply Management Measures:

Every April 1st, the utility will mail and/or deliver a public announcement to its customers. This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TNRCC.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

STAGE II - MILD WATER USE RESTRICTIONS:

Goal: Achieve a voluntary **20%** percent reduction in daily water demand.

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses when total daily water demand equals or exceeds **0.0050** million gallons for **3** consecutive days of **0.0070** million gallons on a single day.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of **5** consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Supply Management Measures:

Visually inspect lines and repair leaks on a daily basis, reduced or discontinued flushing of water mains, activation and use of any alternative supply source(s); use of reclaimed water for non-potable purposes.

Voluntary Water Use Restrictions:

1. **Restricted Hours:** Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 PM and 5:00 AM for example; **OR**
2. **Restricted Days/Hours:** Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to only irrigate landscapes between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

STAGE III - MODERATE WATER USE RESTRICTIONS:

Goal: Achieve a **30%** percent reduction in daily water demand.

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses when total daily water demand equals or exceeds **0.0055** million gallons for **3** consecutive days of **0.0077** million gallons on a single day.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of **5** consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Supply Management Measures:

Visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains. *Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes.*

Water Use Restrictions: The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems **shall be limited to Mondays for water customers with a street address beginning with the numbers 1, 2, or 3, Wednesdays for water customers with a street address beginning with the numbers 4, 5, or 6, and Fridays for water customers with a street address beginning with the numbers 7, 8, or 9.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket, watering can of five (5) gallons or less, or a drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "jacuzzi" type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.

6. Use of water for the irrigation of golf courses, parks, and green belt areas is prohibited except by hand held hose and only on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
7. The following uses of water are defined as non-essential and are prohibited:
 - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. Use of water for dust control;
 - d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice, directing the repair of such leak(s).

STAGE IV - CRITICAL WATER USE RESTRICTIONS:

Goal: Achieve a per customer limit in water usage equivalent to or below the winter months average per customer.

Requirements for initiation:

Customers shall be required to comply with the requirements and restrictions for Stage 4 when the utility determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination:

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Supply Management Measures:

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

Water Use Restrictions: All outdoor use of water is prohibited.

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

**WATER UTILITY TARIFF
FOR**

West Houston Airport Corporation

P.O. Box 941789

Houston, Texas 77094-8789
(City, State, Zip Code)

(281) 492-2130
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate(s) of Convenience and Necessity:

12763

This tariff is effective in the following county:

Harris

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

West Houston Airport Section I and II
PWS #1011953

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION	PAGE
1.0 RATE SCHEDULE	<u>2</u>
2.0 SERVICE RULES	<u>3</u>
3.0 EXTENSION POLICY	<u>11</u>

APPENDIX A SERVICE AGREEMENTS
ATTACHMENT DROUGHT CONTINGENCY PLAN

TEXAS PUBLIC UTILITY COMMISSION

CCN 12763 SEP 24 '01

APPROVED TARIFF BY Sm KB

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Base Rate</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	\$ 32.18 (INCLUDING -0- GALLONS)	\$ 6.15
1"	\$ 53.74	per 1000 gallons
1 1/2"	\$ 107.16	same for all meter sizes
2"	\$ 171.52	
3"	\$ 257.44	
4"	\$ 321.80	

Monthly Surcharge: \$17.68 per connection, for five years or until total amount is recovered.

REGULATORY ASSESSMENT 1.0%

A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER.

Section 1.02 - Miscellaneous Fees

TAP FEE \$ 400.00

THE TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" or 3/4" METER.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non payment of bill (Maximum \$25.00) \$ 25.00
- b) Customer's request \$ 25.00

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE \$ 25.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHERE THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE \$2.00 OR 5%

A ONE TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$ 20.00

CUSTOMER DEPOSIT (Maximum \$50) \$ 50.00

OTHER CUSTOMER DEPOSIT: 1/6th estimated annual bill

METER TEST FEE (actual cost of testing the meter up to) \$ 25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

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TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

31192 RCN 12763 MAY 31 '97

D.A. APPROVED TARIFF BY RH

Section 1.02 - Miscellaneous Fees (continued)

LARGE METER TAP Actual Cost of Tap

SEASONAL RECONNECTION FEE Monthly minimum bill for meter size for each month of disconnection not to exceed six months.

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE:

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

$$AG = G + B / (1 - L), \text{ where}$$

- AG = adjusted gallonage charge, rounded to the nearest one cent;
 G = approved gallonage charge (per 1,000 gallons);
 B = change in district gallonage charge (per 1,000 gallons);
 L = system average line losses for preceding 12 months, not to exceed 0.15.

To implement or modify a purchased water and/or district fee, the utility must comply with all notice and other requirements of 30 T.A.C. 291.21(h).

MANDATORY CONSERVATION ORDER GALLONAGE CHARGE ADJUSTMENT:

If the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to charge a temporary gallonage rate according to 30 T.A.C. 291.21(l) (4) as follows:

$$TGC = cgc + [(cgc)(r)/(1-r)], \text{ where}$$

- TGC = temporary gallonage charge
 cgc = current gallonage charge
 r = water use reduction expressed as a decimal fraction (the pumping restriction)

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

Increases in inspection fees and water testing costs imposed by state or Federal law may be passed through as an adjustment to the monthly base rate charge under the terms and conditions of 30 T.A.C. 291.21(k) (2) after notice to the public and the TNRCC.

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TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY AKA

SECTION 2.0 - SERVICE RULES AND REGULATIONS

Section 2.01 - Texas Natural Resource Conservation Commission Rules

The utility will have the most current Texas Natural Resource Conservation Commission Rules, Chapter 291, Water Rates, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.02 - Application for and Provision of Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant before water service is provided by the utility. A separate application or contract will be made for each service location.

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

Section 2.03 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the TNRCC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant a complaint may be filed with the Commission.

Section 2.04 - Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 of this tariff. The utility will keep records of the deposit and credit interest in accordance with TNRCC Rules.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY DM

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.04 - Customer Deposits (cont.)

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

Section 2.05 - Meter Requirements, Readings, and Testing

All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers. One meter is required for each residential, commercial or industrial facility in accordance with the TNRCC Rules.

Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY AW

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.06 - Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date.

A late penalty of either \$2.00 or 5.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

Each bill will provide all information required by the TNRCC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a telephone number (or numbers) which may be reached by a local call by customers. At the utility's option, a toll-free telephone number or the equivalent may be provided.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.07 - Service Disconnection

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the TNRCC Rules.

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D.A. APPROVED TARIFF BY RAK

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.07 - Service Disconnection (cont.)

Utility service may also be disconnected without notice for reasons as described in the TNRCC Rules.

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Section 2.08 - Reconnection of Service

Service will be reconnected within 24 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

Section 2.09 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Prorated Bills - If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.10 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the TNRCC Rules or in the Texas Natural Resource Conservation Commission's "Rules and Regulations for Public Water Systems."

Section 2.11 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.11 - Customer Complaints and Disputes (cont.)

of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Natural Resource Conservation Commission complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with TNRCC Rules to be effective.

The utility adopts the administrative rules of the Texas Natural Resource Conservation Commission, as the same may be amended from time to time, as its company specific service rules and regulations. These rules will be kept on file at the company's offices for customer inspection during regular business hours. In the event of a conflict between the TNRCC's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the TNRCC rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule. Any cost or charge not expressly provided in this tariff by which is otherwise recoverable by TNRCC rule shall be deemed to be included herein by reference due to the utility's adoption of such rule as part of its tariff.

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means which has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid and make future payments by cash or valid money order for a period of twelve months.

Customers shall not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the meter.

All non-residential customers requiring a greater than 1" meter or any customer with irrigation or fire fighting systems, must install backflow prevention devices which have been approved by the utility or its consulting engineers on each of their customer service lines.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (cont.)

Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others directly under his control.

Limitation on Product/Service Liability - Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Natural Resource Conservation Commission. The utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these state standards. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by TNRCC rules, (3) electrical power failures in water systems not required by TNRCC rule to have auxiliary power supplies, or (4) termination of water service pursuant to the utility's tariff and the TNRCC's rules. The utility is not required by law and does not provide fire prevention or fire fighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. The utility will accept liability for any injury or damage to individuals or their property directly caused by defective utility plant (leaking water lines or meters) or the repairs to or construction of the utility's facilities.

If the services of a registered professional engineer are required as a result of an application for service received by the Utility for service to that applicant's service extension only, such engineer will be selected by the Utility and the applicant, and the applicant shall bear all expensed incurred therein.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction (as may be allowed by TNRCC rule) for the actual costs of any additional facilities required to maintain compliance with the Texas Natural Resource Conservation Commission minimum design criteria for water production, treatment, pumping, storage and transmission.

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by the cost of road bores where pavement cuts are not permitted or other unique costs not normally incurred as may be permitted by 30 TAC §291.85(a)(1)(c).

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D.A. APPROVED TARIFF BY AW

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (cont.)

The utility adopts the City of Houston's Plumbing Code pursuant to TNRCC Rule 290.46(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TNRCC, the Uniform Plumbing Code, any the City of Houston Plumbing Code, and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by TNRCC rule. No water service smaller than $\frac{3}{8}$ " will be connected. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection which provides water for human use. No solder for flux which contains more than 0.2% lead can be used at any connection which provided water for human use.

The utility will have the right of access to the customer's premises at all times reasonable for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

Except in cases where the customer has a contract with the utility for reserve or auxiliary service, no other water service will be used by the customer on the same installation in conjunction with the utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.

No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the customer's plumbing without notice to and written permission from the utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention device inspector or appropriately licensed plumber and a written report of such inspection delivered to the utility.

No application, agreement or contract for service may be assigned or transferred without the written consent of the utility.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY AA

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (cont.)

It is agreed and understood that any and all meters, water lines and other equipment furnished by the utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards (are) remedied. The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer to locate and obtain the services of a licensed inspector in a timely manner. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

All customers or service applicants shall provide access to meters and utility cut-off valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply. Access to meters and cutoff valves shall be controlled by the provisions of 30 TAC 291.89(c).

Where necessary to serve an applicant's property, the Utility may require the applicant to provide it a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant and adjacent land owners inside the Utility's certificated service area. Such easement(s) shall not be used for the construction of production, storage or pressure facilities unless they are needed for adequate service to that applicant.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY: AW

SECTION 3.0 - EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

COST UTILITIES SHALL BEAR. Within its certificate area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the Texas Natural Resource Conservation Commission's "Rules and Regulations for Public Water Systems."

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY

This section contains the utility's specific extension policy which complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with TNRCC Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Natural Resource Conservation Commission minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or Texas Natural Resource Conservation Commission minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

The utility adopts the administrative rules of the Texas Natural Resource Conservation Commission, as amended from time to time, as its company specific extension policy. These rules will be kept on file at the company's business office for customer inspection during normal business hours. In the event of a conflict between the TNRCC's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the TNRCC rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule. Any cost or charge not expressly provided in this tariff but which is otherwise recoverable by TNRCC rule shall be deemed to be included herein by reference due to the utility's adoption of such rule as part of this tariff.

When an individual residential applicant requires an extension of a main line beyond 200 feet, the charge to that applicant shall be the actual cost of such extension in excess of 200 feet, plus the applicable tap fee plus such other approved costs as may be provided in this tariff and/or TNRCC rules.

When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge based upon the capacities of production, transmission, storage, pumping and treatment facilities, compliant with the Texas Natural Resource Conservation Commission minimum design criteria, which must be committed to such extension. As provided by 30 T.A.C. 291.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

Any service extension to a subdivision (recorded or unrecorded) shall be subject to the provisions and restrictions of 30 TAC 291.86(d).

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
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Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to

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maintain compliance with the Texas Natural Resource Conservation Commission minimum design criteria for water production, treatment, pumping, storage and transmission.

Unless expressly exempted to TNRCC rule, each point of use (as defined by 30 TAC 291.3) must be individually metered.

The imposition of additional extension costs of charges as provided by Sections 2.20 and 3.20 of this tariff shall be subject to appeal as provided in this tariff, TNRCC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services.

Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall have the right to appeal such costs to the TNRCC or such other regulatory authority having jurisdiction over the utility's service area in which the applicant's property (ies) is located. Unless the TNRCC or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved.

Residential tap fees may be increased by the actual cost of road bores where pavement cuts are not permitted or other unique costs not normally incurred as permitted by TNRCC rule. Larger meter taps shall be made at actual cost associated with that tap which shall include such extraordinary expenses.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

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D.A. APPROVED TARIFF BY DN

WEST HOUSTON AIRPORT CORPORATION

18000 Groschke Road
P. O. Box 218056
Houston, Texas 77218-8056
[713] 492-2130

CONTRACT/APPLICATION FOR UTILITY SERVICE

This Contract/Application for Utility Service ("Contract/Application") is by and between West Houston Airport, a corporation organized under the laws of the State of Texas, its successors and assigns ("West Houston Airport") and the applicant ("Customer" or "Applicant") whose name and signature is shown below on the last page of this document.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to West Houston Airport-owned property or personnel shown to be caused by the customer his invitees, his agents, his employees, or others under his control.

LIMITATION ON WEST HOUSTON AIRPORT'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Natural Resource Conservation Commission ("TNRCC"). West Houston Airport will not accept liability for any injury or damage to individuals or to their properties occurring on the customer's side of the meter when the water delivered meets these state standards. West Houston Airport makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. West Houston Airport will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God (2) acts of third parties not subject to the control of West Houston Airport if West Houston Airport has undertaken such preventive measures as are required by TNRCC rules, (3) electrical power failures in water systems not required by TNRCC rule to have auxiliary power supplies, or (4) termination of water service pursuant to West Houston Airport's tariff and the TNRCC rules. West Houston Airport will accept liability for any injury or damage to individuals or their property directly caused by its defective utility plant (leaking water lines or meters) or the repair to or construction of West Houston Airport's facilities.

FIRE PROTECTION: West Houston Airport is not required by law and does not provide fire prevention or fire fighting services. West Houston Airport therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

West Houston Airport may (but is not required to) contract with individual customers/applicants to provide water service capacities to their properties in excess of the TNRCC's domestic water system regulations so that such water volumes and pressures may be used by the customer/applicant or local fire department (at their sole election and responsibility) for fire fighting purposes. Such additional water service capacities shall be provided only in

response to and according to design criteria and/or plans prepared by the customer/applicant's registered professional engineer. Notwithstanding any understanding or intent of such customer/applicant for the use of such excess water service capacity, West Houston Airport does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for fire fighting. West Houston Airport neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of West Houston Airport shall ever be implied or meant to suggest that any facilities of West Houston Airport comply with any state or local fire code.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, such engineer will be selected by West Houston Airport and the Applicant, and Applicant shall bear all expense incurred therein. The applicant shall bear all extension charges and fees ~~(and income taxes associated therewith)~~ as may be provided in West Houston Airport's tariff and the rules of the TNRCC.

PLUMBING CODE: West Houston Airport has adopted the City of Houston's Plumbing Code. Any extensions and/or new facilities shall comply with that code and all standards established by the TNRCC. Where conflicts arise, the more stringent standard must be followed.

If an Applicant requires service other than the standard service provided by West Houston Airport, such Applicant will be required to pay all expenses incurred by West Houston Airport in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TNRCC's minimum design criteria for Public Drinking Water Systems plus meeting any additional requirements needed to meet local service conditions. West Houston Airport shall bear all expense related to main oversizing or additional production, storage or treatment facilities for individual residential customers with normal domestic service demands.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of West Houston Airport. The Customer will bring out his service line to his property line at a point mutually acceptable to West Houston Airport and the customer. No water service smaller than 5/8" will be connected. The Customer shall install and maintain a cut-off valve on the Customer side of the meter and within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TNRCC rule or order pressure standard, the Customer will install, at the Customer expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the customer has a contract with West Houston Airport for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with West Houston Airport's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by West Houston Airport (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of West Houston Airport and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

PERIOD OF USE. Customer shall tie onto the West Houston Airport system within sixty (60) days of the date of this application or this application shall be deemed void. Any additional request for service for this location must then be made by a new Contract/Application. If major utility construction is needed prior to service being connected, the above date may be extended for another sixty (60) days, or conversely, the Customer may begin paying a monthly water bill based upon an average of the estimated annual gallons as shown below.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of West Houston Airport.

RIGHT OF ACCESS AND EASEMENTS: West Houston Airport will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water/sewer mains or other equipment used in connection with its provision of water/sewer service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of West Houston Airport's system, including inspection of the customer's plumbing for code, plumbing or tariff violations. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the individual property in question.

If the property to be served does not have dedicated, recorded public utility easements available for West Houston Airport's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant applicant) shall be required to provide West Houston Airport with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to West Houston Airport and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the

property in question. No applicant shall be deemed to be a "qualified" applicant under the TNRCC's rules until such easement is recorded.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the owner of the property. By signing the application, the landlord grants all required rights of access. IF the landlord is designated herein as the person responsible for the bill, then the landlord GUARANTEES PAYMENT of all utility service charges and fees incurred by or compensable damages caused by their tenant.

PLUMBING RESTRICTIONS:

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the City of Houston's Plumbing Code and/or West Houston Airport's tariff.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water system by an air-gap only.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be Eliminated at the service connection by the installation of an air-gap only.

C. No connection which allows water to return to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing of any connection which provides water for human use.

APPEAL TO THE TNRCC OR OTHER REGULATORY AGENCY: Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of West Houston Airport's approved tariffs shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. ~~All extension charges or contributions in aid of construction shall be adjusted to include all state and federal tax liabilities created by such contributions as permitted by TNRCC rules. All such tax assessments shall be reconcilable and subject to refund or surcharge following the filing of West Houston Airport's tax returns for the year of contribution.~~ If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TNRCC or such other regulatory authority with jurisdiction over West Houston Airport's rates in that portion of West Houston Airport's service area in which the applicant's or existing customer's property is located. Unless the TNRCC or other regulatory authority enters interlocutory orders to the

contrary, service to the applicant may be delayed until such appeal is resolved.

PLUMBING INSPECTION: State law requires applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications to deliver to West Houston Airport a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. In addition, West Houston Airport shall require such certificates in the case of extensive plumbing modifications to the Customer's water system made after the initial date of service to customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Service may be denied until the certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified which, in the opinion of the inspector or West Houston Airport, require the installation of a state-approved backflow prevention device, such backflow flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to West Houston Airport. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

SEWER REGULATIONS: The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers. These substances are defined as "garbage" under Section 361.003 (12) of the Solid Waste Disposal Act, Texas Health and Safety Code, and are not "sewage" as defined by Section 26.001 (7) of the Texas Water Code. The utility only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the utility's state-approved waste water treatment plant within the parameters of the utility's state and federal waste water discharge permits. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.**

NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S

~~COLLECTION SYSTEM. TO INSURE THAT ANY CUSTOMER ATTEMPTING TO VIOLATE THIS PROHIBITION MAY BE DETECTED WITHOUT DISRUPTION OF SERVICE TO OTHER CUSTOMERS, EACH NON-RESIDENTIAL CUSTOMER SHALL BE REQUIRED TO INSTALL AND MAINTAIN A TEST WELL ON THEIR SERVICE LINE AS PROVIDED IN WEST HOUSTON AIRPORT'S TARIFF.~~

Pursuant to TNRCC Rule 291.86(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair to replace all equipment damaged due to service diversion or the discharge of wastes which the system cannot properly treat. This shall include all repair and clean up costs associated with discharges of grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption or for sale to the public discharged from grease traps or other grease and/or oil storage containers.

Pursuant to TNRCC Rule 291.85(b) (3), the customer's service line and appurtenances shall be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the National Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive, infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the TNRCC's executive director, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

Any and all sewer lines, tanks, pumps and other equipment furnished by the utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said lines and equipment.

In accordance with the requirements of utility's Waster Discharge Permit, any and all repairs and maintenance of utility's lines, tanks, pumps and equipment located on customer's premises shall be performed exclusively by the utility.

Non-residential customers electing the pretreatment option for sewage with non-standard characteristics may be charge those costs set forth in the utility's extension policy if such pretreatment fails or otherwise causes the utility's facilities to violate their waste-water discharge permits. Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary

treatment capacity necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with the TNRCC's minimum design criteria for facilities used in collecting, treating, transmitting, and discharging of waste-water effluent. For purposes of this subsection, a developer is one who subdivides or requests more than two connections on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Non-residential customers generating sewage creating unique or non-standard treatment demands which might reasonably be expected to cause the utility's treatment facilities to operate outside their current waste-water discharge permit parameters may be charged the cost of all studies, engineering plans, permit costs, and collection treatment or discharge facilities construction or modification costs necessary to enable the utility to treat said sewage within permit limits acceptable to the TNRCC, EPA and other regulatory agencies. In the alternative, the customer may have the option of pre-treating said sewage in such a manner to that it may not reasonably be expected to cause the utility's facilities to operate outside their permit parameters. In such case, the customer shall be required to pay the utility's costs of evaluating such pretreatment processes and cost of obtaining regulatory approval of such pretreatment processes. In the event of the pretreatment facilities of a customer making this election fail and cause the utility's facilities to operate outside their permit parameters, the customer shall indemnify the utility for all costs incurred for clean ups or environmental remediation and all fines, penalties, and costs imposed by regulatory or judicial enforcement actions relating to such permit violations.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH WEST HOUSTON AIRPORT'S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TNRCC AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER WEST HOUSTON AIRPORT'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON WEST HOUSTON AIRPORT'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM WEST HOUSTON AIRPORT.

I HAVE BEEN SHOWN A COPY OF WEST HOUSTON AIRPORT'S TNRCC-APPROVED TARIFF AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TNRCC OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER WEST HOUSTON

AIRPORT'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

1. Name of applicant: _____

Applicant is: Landowner _____ Tenant _____
Driver Lic. # _____ SS# _____

2. Address or location of requested service. (Attach plat or drawing if new development):

Subdivision: _____ Block: _____ Lot: _____

3. Type of water and sewer service:

residential _____ permanent _____
commercial _____ temporary _____
industrial _____ temporary service termination
developer _____ date: _____

4. Purpose for which water is to be used:

Residential _____ Other _____ (Explain all anticipated uses)

5. Volume and pressure requirements (to be completed by other than residential applicant):

Gallons: Annual _____ Highest day _____
Pressure required: Low _____ Average _____ High _____

6. Will a deposit be paid? _____ Amount \$ _____
If exempt, reason for exemption. _____

7. Person responsible for utility service bills:

Relationship to Applicant: _____
Name: _____
Driver Lic. # _____ SS# _____

8. Billing address if different from service location address.

9. Date of application: _____
Date to begin service: _____

10. Misc. fees required as a condition of service:

Amount: \$ _____	Type: _____	Refundable: Yes _____ No _____
Amount: \$ _____	Type: _____	Refundable: Yes _____ No _____
Amount: \$ _____	Type: _____	Refundable: Yes _____ No _____

Applicant

Guarantor

BY: _____

Title

Landlord

West Houston Airport Representative

Contract/Application
Acceptance/Execution Date