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Any customer dissatisfied with the utility's resolution of a complaint may file a complaint with: The Public Utility Commission of Texas, 7800 Shoal Creek Blvd., Suite 450N, Austin, Texas 78757.

The operation of a sewer system including service standards and billing practices must comply with the Commission's Substantive Rules, a copy of which may be secured for a nominal printing cost.

UTILITY EMPLOYEES SHALL LEND ASSISTANCE TO ANYONE INQUIRING OR SEEKING INFORMATION AND AFFORD TO THEM AN OPPORTUNITY TO EXAMINE THIS TARIFF.

SEWER UTILITY TARIFF

for

<u>Fort Bend Properties, Inc.</u> (Utility Name)		<u>2500 Tanglewilde St., Suite 498</u> (Business Address)	
<u>Houston</u> (City)	<u>Texas</u> (State)	<u>77063</u> (Zip)	<u>(713) 974-1489</u> (Area Code) Phone

The above utility operates a sewer system in the following counties: _____

and the following cities, unincorporated towns and subdivisions (if any): _____

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
<u>A</u> <u>Rate Schedule</u>	<u>2</u>
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<u>C</u> <u>Extension Policy</u>	<u>6</u>
<u>D</u> <u>Application for Sewer Service</u>	<u>7</u>
_____	_____
<u>Appendix</u>	_____

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The Appendix contains a sample of each service agreement form used by the above utility and a condensation of Substantive Rules of the Commission.

Fort Bend Properties, Inc.
(Name of Sewer Utility)

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SECTION A	RATE SCHEDULE

- A-1) Monthly Sewer Service: The minimum monthly fee shall be \$50.00, unless otherwise noted.
- A-2) Tap Fee: A tap fee in the amount of the actual cost of such tap and not to exceed \$500 will be charged for the initial installation of a service pipe. The tap fee is to cover all work performed by the utility in establishing service.
- A-3) Reconnection Fee: If a customer's tap has been disconnected, after due notice, to ensure compliance with the rules and regulations of the Texas Department of Water Resources, the Texas Department of Health, or the Public Utility Commission of Texas, a fee equal to the actual costs of disconnection and reconnection shall be paid before the tap is reconnected.
- A-4) Returned Check Charge: A \$15.00 charge will be imposed on each NSF check.
- A-5) Deposit: See section "B"
- A-6) Rates:
 - i) Domestic Wastewater
if BOD is less than or equal to 250 mg/l = \$5.57/1000 gal/day
 - ii) Restaurant Wastewater
if BOD is greater than 250 mg/l - \$7.66/1000 gal/day
- A surcharge factor of 2 is used for restaurant establishments in connection with BOD level. (See attached rider)
 - iii) Quantity Excess Fee: The customer shall pay a Quantity Excess Fee to the provider if the customer's discharges into the provider's system exceed the flow limitation of section 6.02(a) of the contract for service.
The Quantity Excess Fee shall be \$1.50/MGD (thousand gallons per day) in excess of the flow limitations.
 - iv) Quality Excess Fee: The customer shall pay a Quality Excess Fee to the provider if the customer's discharges into the provider's system exceed the quality limitations in Section 5.04 of the service contract or if the customer discharges wastes into the provider's system that are prohibited under section 5.05 of the contract. The customer shall pay a fee of \$50.00 for each excursion and for each day of excursion.



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"Rates" include ALL charges, such as tap fee, reconnect fee, disconnect fee, returned check charge, etc., in addition to charges for monthly service.

To revise a tariff on file with the Commission, use the proper initial in the right-hand column, as follows:

NC-No Change; C-Regulation Change; D-Discontinued; I-Increase; N-New; R-Rate Reduction; T-Change in text, but no change in rate or regulation

Mail the tariff to the Commission for approval. List the Revision Number _____. The Commission will review it, stamp and return it, or request additional information if needed.

SECTION B SERVICE RULES AND REGULATIONS

B-1) Application for Service: All applications for service will be made on the utility's standard application or contract form and will be signed by applicant before sewer service is supplied by the Utility. A separate application or contract will be made for each service at each separate location. In the event the subject location does not have lines abutting said location, applicant must make satisfactory arrangements to extend such lines under section B-2(b). Applicable tap charges and deposit must be paid prior to approval and installation of service.

B-2) New Taps and Service:

a. Utility Sewer Main in Place Abutting User Property:

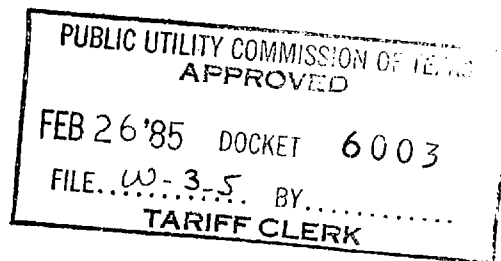
After proper application made by Applicant and receipt by Utility of applicable tap fees and deposit, Utility shall effect the installation of a standard sewer connection at a mutually agreeable point no more than five feet in distance from the existing sewer main.

b. Utility Sewer Main not on or Abutting User Property:

In the event an Applicant desires sewer service to property which does not currently have Utility sewer mains in place, Applicant shall, in addition to paying the applicable tap fee and deposit, pay for additional facilities as may be required to provide such service. Any facilities so provided shall be the property of the Utility; provided, however, that any facilities so provided on the Applicant's premises shall remain the property of the Applicant.

c. Application Requiring Services of Professional Engineer:

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 Applicant, and Applicant shall bear all expenses incurred therein.



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Fort Bend Properties, Inc.
(Name of Sewer Utility)

SECTION B SERVICE RULES AND REGULATIONS

d) Requests for Non-Standard Service:
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.

B-3) Installation: After the customer has met all requirements, conditions and regulations herein set forth, and has paid applicable tap fee and deposit as set forth in Section A hereof, Utility shall install a standard sewer line from its property to the main sewer line, and standard sewer tap.

B-4) Access to 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 sewer mains or other equipment used in connection with its provision of sewer service, or for the purpose of removing its property and disconnecting lines.

B-5) Rates: The Customer will be billed monthly for all sewer disposed of based on applicable current rates as set forth herein under Section A.

B-6) Refusal of Service: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.42 and any amendments thereto as its rule for refusal of service. Copies of the Commission's Rules are available for inspection at the Utility's offices during normal business hours.

B-7) Discontinuance of Service: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.46 and any amendments thereto as its rule for discontinuance of service to a Customer.

B-8) Deferred Payment Plan: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.45(c) and any amendments thereto as its rule relating to such deferred payment plan as the Utility may choose to offer.

B-9) Applicant Deposit: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.43 and any amendments thereto as its rule relating to applicant deposits.

B-10) Billing: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.45(a), (b), (e)(3), (f), (g) and (h) and any amendments thereto as its rule relating to billing.

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Fort Bend Properties, Inc.
(Name of Sewer Utility)

SECTION B SERVICE RULES AND REGULATIONS

- B-11) Meters: The Utility hereby adopts and incorporates by reference herein Commission Rule §23.63(d), (e) and (f) and any amendments thereto as its rule relating to meters.
- B-12) Extension Policy: It is the policy of the Utility that all line extensions required as a result of an application or applications for service shall be paid for in full by the applicant or applicants for such service as provided in Section B-2(b), and shall include the cost of engineering under Section B-2(c). In addition, contributions in aid of construction may be required of commercial customers pursuant to P.U.C. Subst. Rule 23.44(b)(2)(B), such contributions being calculated to recover the reasonable cost of providing facilities necessary to serve the applicant plus the cost of engineering under Section B-2(c). Payment received by the Utility for such line extensions or contributions in aid of construction shall be in addition to the standard tap fee requirements.
- B-13) Exclusive Service on Installation Connected: Except in cases where the customer has a contract with the Utility for reserve or auxiliary service, no other sewer 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. The Customer will not sell sewer service from his connection to any other person or party unless the Customer has obtained a Certificate of Convenience and Necessity from the Commission for the area in which the consuming facility is located. Customer 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; each shall have separate service lines and meters. For the purposes of this paragraph, each business location shall be construed to be one entity.
- B-14) Assignment: No application, agreement or contract for service may be assigned or transferred without the written consent of the Utility.
- B-15) Ownership of Meters and Lines: It is agreed and understood that any and all sewer lines and other equipment furnished by the Utility (excepting 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 considered payment for the connection to said sewer lines.



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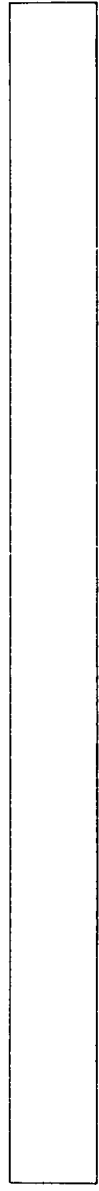
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SECTION C EXTENSION POLICY

No contribution in aid of construction may be required of any customer except as provided for in the following extension policy, which must be a consistent, non-discriminatory policy which is subject to the approval of the Commission.

See Section B-12

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Fort Bend Properties, Inc.
(Name of Sewer Utility)

SECTION D APPLICATION FOR SEWER SERVICE

Fort Bend Properties, Inc.
2500 Tanglewilde St., Suite 498
Houston, Texas 77063

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I hereby apply for sewer service at:

to be furnished at the standard rates and under the terms and conditions of the Utility, on file in the Utility's local office as from time to time established for such class of service.

_____ Owner
_____ Tenant _____ Commercial

Signature of Applicant

RECEIPT FOR DEPOSIT

Received the sum of _____ Dollars (\$ _____)
from _____ to be held in accordance with
the Utility's Service Rules and Regulations, as set forth in Paragraph B-10 thereof, to guarantee the payment of bills for water and sewer service or for any other charge as set forth in Section A of the Utility's tariff, which may be due. Interest will be paid on this deposit in accordance with the aforementioned rule.

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Fort Bend Properties, Inc.

Not transferable

By: _____

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**CONTRACT FOR SEWAGE TREATMENT SERVICE
BETWEEN FORT BEND PROPERTIES, INC. AND**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

PUBLIC UTILITY COMMISSION OF TEXAS APPROVED	
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ARTICLE I

GENERAL PROVISIONS

1.01. PARTIES AND DATE. This agreement is made and entered into on the _____ day of _____, 19____, by and between Fort Bend Properties, Inc. (Provider) and _____ (Customer).

1.02. AGREEMENT. Subject to the terms, provisions, and conditions of this contract, the Provider agrees to receive, treat, and dispose of the sewage discharged by the Customer into the Provider's system, as hereinafter provided. The Customer agrees to compensate the Provider for these services according to the terms, provisions, and conditions of this contract. This document embodies the complete agreement between the Provider and the Customer. Any modifications to this agreement must be made in writing and attached hereto.

1.03. PROPERTY TO BE SERVED. The property to be served under the terms, provisions, and conditions of this contract is described as follows:

1.04. TERM. This contract is effective upon its execution. The provision of services and the payment of fees will be made subject to the terms, provisions, and conditions of this contract. This contract has no set term. After initial connection to the Provider's system by the Customer, service will be on a month-to-month basis subject to the termination by either party. The Customer may terminate this contract by giving written notice to the Provider 30 days prior to termination. The Provider may terminate this contract by providing written notice to the Customer; however, the Provider must continue to provide service to the Customer until the Customer secures other reasonably available service within a reasonable time.

1.05. REGULATIONS. This contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction over the subject matter of this contract, or any authorized representative or agency of any of those bodies or agencies. In the case of any conflict between the terms, provisions, or conditions of this contract and the Rules of the PUC, the Rules of the PUC shall subrogate the terms, provisions, or conditions of this contract.

1.06. CONTRACTS WITH OTHERS. The Provider reserves the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under this contract or other services; provided, however, the

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Provider will do nothing under any such contract that will impair the rights or infringe upon the Provider's ability to serve the Customer.

1.07. VENUE. The performance of this contract shall be in Harris County, Texas.

1.08. NOTICES. All notices provided for herein shall be in writing and shall be either delivered to the Provider or the Customer, or, if mailed, shall be sent by registered mail, postage prepaid.

1.09. TITLE TO SEWAGE. Title to all sewage discharged into the Customer's system or the Provider's system under this contract shall remain in the Customer until it enters the Provider's system. Whereupon title thereto and to all effluent therefrom shall pass to the Provider. Any income to the Provider derived from the sale or reuse of such sewage, or any byproducts therefrom, shall be solely for the benefit of the Provider.

1.10. INSURANCE. The Provider shall carry insurance for the term of this contract for the purposes and in the amounts that would ordinarily be carried by a privately owned utility company under contract to perform services similar to those undertaken by the Provider in this contract. That insurance should be designed to assure and facilitate, to the extent feasible and practicable, the restoration of damaged or destroyed properties and to minimize the interruption of service to the Customer and others. The Customer shall also carry insurance for the term of this contract for the purposes and in the amounts that would ordinarily be carried by a person contributing raw sewage to a sewage collection, treatment, and disposal system. That insurance shall be designed to assure and facilitate, to the extent feasible and practicable, the restoration of damaged or destroyed properties of the Provider or the Customer in order to minimize the interruption of service by the Provider to others.

1.11. FORCE MAJEURE. If, by reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of that force majeure in writing to the other party within a reasonable time after occurrence of the event or caused relied on. The obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but no longer. Any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term force majeure as employed herein, shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the government of the United States or the State of Texas, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; power supply interruptions; partial or entire failure of water supply; and the inability on the part of the Customer to secure water necessary for the operations of its water and sanitary sewerage system hereunder, or of the Provider to receive sewage on account of any other cause that is not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall not relieve the Customer of its obligations to make

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payments to the Provider as required under Section 6.03, to quality of sewage as set forth in Article V of this contract.

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ARTICLE II
DEFINITIONS

2.01. The words and terms used in this contract shall have the following meanings unless the context clearly indicates otherwise:

"Biochemical oxygen demand" (BOD) — the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20° C, expressed in milligrams per liter (mg/l).

"Customer" — the person receiving sewage treatment service from the Provider under the terms of this contract.

"Customer's system" — the Customer's sewage collection system, including all sinks, toilets, drains, sewer pipe, meters, manholes, and valves.

"Daily average flow" — the total metered flow for a calendar month divided by the number of calendar days in the month.

"Daily maximum flow" — the total metered flow for any calendar day.

"Fiscal year" — the 12 month period beginning _____ of each year.

"Garbage" — solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

"Grease" — fats, waxes, oils, other similar nonvolitale materials in wastewater, which are extracted by hexan from an acidified sample using the Soxhlet method.

"Industrial waste" — the liquid and water carried waste from industrial processes, as distinct from sanitary sewage.

"Infiltration" — the water that leaks into a sewer system.

"Maintenance and operation expenses" — all costs of repairs, replacement, maintenance, and operation of the Customer's or the Provider's system. These costs include the supervision, engineering, accounting, auditing, payments for the use of contracted facilities, legal expenses, and any other supplies, services, and equipment necessary for the proper operation and maintenance of the Customer's or the Provider's system. Such term shall not include depreciation.

"Meter" — any device used to measure sewage flow.

"Month" — calendar month.

"pH" — the common logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

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"Properly shredded garbage" — garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than 1/2 inch in any dimension.

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"Provider" — Fort Bend Properties, Inc.

"Provider's system" — the Provider's sewage collection, treatment and disposal system, including collection lines, lift station, and treatment facility.

"PUC" — the Public Utility Commission of Texas.

"Sanitary sewage" — the liquid and water carried waste discharged from the sanitary conveniences of dwellings and other buildings.

"Sewage" — sanitary sewage and industrial waste, together with such infiltration water as may be present.

"Total suspended solids" (TSS) — solids that either float on the surface or in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter (mg/l).

"Treatment cost" — the cost of treating and disposing of sewage under this contract including maintenance and operation expenses.

"24-hour composite sample" — samples collected no closer together than 2 hours in 12 individual portions.

ARTICLE III

SERVICE

3.01. CONDITIONS PRECEDENT. The obligation on the part of the Provider to provide sewage treatment service to the Customer shall be conditioned upon the following:

(a) Connection to the Provider's system.

(1) Prior to connecting a Customer's system to the Provider's system, the Customer must obtain the approval of the registered professional engineer of the Provider for the Customer's plans and specifications for that connection, including metering in accordance with Section 6.01 and the provision of readily accessible sampling points in accordance with Sections 5.02 and 5.06.

(2) The Customer's system and the connection shall be constructed by the Customer and 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, or other standards as prescribed by the PUC.

(3) Prior to discharging into the Provider's system, the Customer must obtain the approval of the registered professional engineer of the Provider that the Customer's system was installed and connected

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to the Provider's system in accordance with the approved plan and specifications and the terms, provisions, and conditions of this contract and that there will not be any excessive infiltration or exfiltration from the Customer's system or the connection to the Provider's system.

(4) Prior to connecting a Customer who is a restaurant or food processor for retail or wholesale sale to consumers or a service station, the Customer shall install no less than two (2) grease traps with the written approval of Provider's engineer. Such traps shall be emptied by a professional grease hauler as often as is required for protection of the Provider's system and as determined by the Provider, but in no event less than once a month. A copy of the Customer's current contract with the hauler and copies of all trip tickets shall be retained on the premises provided that no trip ticket need be retained for longer than one (1) year. The Customer's failure to regularly clean out said grease traps shall be sufficient grounds for terminating service to the Customer pursuant to Section 7.01 of this contract.

(5) Commerical laundries and laundromats must install a lint filter, which shall be cleaned as often as is required for protection of the Provider's system, but in no event less than once a month.

(b) Easements. The Customer shall secure all easements necessary for the connection of the Customer's system to the Provider's system.

3.02. DUTIES OF THE PROVIDER.

(a) The Provider shall extend its system, for the purpose of connecting its system to the Customer's system, to the Customer's property line or to the property line of a third party over which the Customer has obtained a necessary easement.

(b) It shall be the continuing duty of the Provider to maintain compliance with all of the regulations referred to in Section 1.05 of this contract as they pertain to the Provider's duties under this contract.

ARTICLE IV

MAINTENANCE

4.01. DUTY OF THE CUSTOMER. It shall be the continuing duty of the Customer to maintain and operate its system in a manner that complies with the terms, provisions, and conditions of this contract and so as to not to prohibit the Provider from complying with the terms, provisions, and conditions of this contract, and pay all such maintenance and operation expenses.

4.02. DUTY OF THE PROVIDER. It shall be the continuing duty of the Provider to maintain and operate its system in a manner that complies with the terms, provisions, and conditions of this contract, and so as not to prohibit the Customer from complying with the terms, provisions, and conditions of this contract, and pay all such maintenance and operation expenses.

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4.03. MAINTENANCE RESPONSIBILITIES. The Customer shall be solely responsible for the maintenance and operation of its system up to the point immediately after its discharges pass through its meter. The Provider shall be solely responsible for the operation and maintenance of all of its system and all of the Customer's system except for that part of the Customer's system for which the Customer is responsible.

4.04. DELIVERY OF FACILITIES. If at some time in the future, another customer of the Provider connects to this Customer's system, this Customer shall deliver the possession of its facilities beyond the point of connection to the Provider, and the Provider shall be responsible for the maintenance and operation of those delivered facilities.

ARTICLE V

QUALITY LIMITATIONS

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5.01. GENERAL REQUIREMENTS. In order to permit the Provider to properly treat and dispose of the Customer's sewage, protect the public health and welfare, and the environment, and permit cooperation with other agencies that have requirements for the protection of the physical, chemical, and bacteriological quality of public water and water courses, the Customer agrees to prohibit the discharge into the Provider's system at unauthorized points of entry, or at rates of flow or of quality not herein specified as admissible.

5.02. SAMPLING POINT. The Customer shall provide a regularly accessible sampling point as part of the approved connection pursuant to Section 3.01 at a point between its sewage meter and the point where the Customer's system connects to the Provider's system. The Customer hereby grants the Provider the right of access to said sampling point, its grease traps, and its sewage meter during normal working hours.

5.03. SAMPLING AND ANALYSIS. In accordance with the schedule and the requirements set out in Addendum A to this Contract, the Customer shall collect samples of its sewage at the approved sampling point using current American Society of Testing Materials methods and shall cause those samples to be analyzed according to American Public Health Association standard methods. That sewage shall not exceed the limits of concentration specified in Section 5.04. If any of the analyses disclose concentrations higher than those admissible, the Customer shall inform the Provider at once of such violation. It shall be the obligation of the Customer to then take measures that will remedy the conditions that cause the violation. If the Customer receives sewage from a renter, lessor, or other contributor, it shall be the obligation of the Customer, to the extent of its legal ability, to require the offending originator of said highly concentrated materials to undertake remedial pretreatment of its sewage before discharging into the Customer's system.

5.04. ADMISSIBLE WASTES. Discharges into the Provider's system shall consist only of sewage, properly shredded garbage, and other approved waste free from the prohibited constituents listed in Section 5.05 and limited in BOD, TSS, hydrogen sulfide, ammonia nitrogen, and pH, as hereinafter provided

(a) BOD, TSS, hydrogen sulfide, and ammonia nitrogen -- The concentration of BOD, TSS, hydrogen sulfide, and ammonia nitrogen in the sewage discharged into the Provider's system, as determined by standard methods, shall not exceed:

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**For Sewage from Restaurants
 or Other Customers Designated
 to be under this
 Category in Section 1.01**

For All Other Sewage

BOD	1200 mg/l	250 mg/l
TSS	1200 mg/l	250 mg/l
Hydrogen Sulfide	0.2 mg/l	0.1 mg/l
Ammonia Nitrogen	60 mg/l	60 mg/l

- (b) pH — The pH of sewage discharged into the Provider's system shall not be less than 6.0 standard units nor greater than 9.0 standard units. Acid wastes must be neutralized to a pH of 6.0 standard units or more.
- (c) Hydrogen sulfide — The concentration of ionized hydrogen sulfide shall be determined by the Titrimetric Method and Chlorimetric Method outlined in Standard Methods for the Examination of Water and Wastewater, 11th Edition, published by American Public Health Association, Inc.

5.05. PROHIBITED WASTE. The Customer shall not discharge into the Provider's system the following:

- (a) storm water, groundwater, roof runoff, sub-surface drainage or water originating from down spouts, yard drains, yard fountain and ponds, or lawn sprays. In cases where the character of the wastewater from any building or other premises is such that it will damage the Provider's system, or cannot be treated satisfactorily in the Provider's system, the Customer shall prevent it from entering the system until the character of same is satisfactory to the Provider;
- (b) any liquid having a temperature higher than 150° Fahrenheit (65° Centigrade);
- (c) any water or wastes that contain wax, grease, oil, plastic, or other substance that will solidify, or become discernibly viscous at temperatures between 32° to 150° Fahrenheit;
- (d) any solids, slurries of viscous substances of such character as to be capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Provider's system, such as ashes, cinders, sand, gravel, mud, asphalt, straw, shavings, metal, metal filings, glass, ceramic wastes, rags, feathers, tar, plastics, wood, wood shavings, sawdust, whole blood, paunch manure, hair and fleshlings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues, gasoline, cleaning solvents, or bulk solids;

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- (e) any solids, liquids, or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way be injurious to persons, property, or the operators of the Provider's system;
- (f) any garbage or discharge from industrial garbage disposals or grinders, or unshredded or improperly shredded garbage;
- (g) any noxious or malodorous substance that either singly or by interaction with other substances is capable of causing objectionable odors, or hazard to life, or forms solids that will cause obstructions to the flow, or creates any other condition deleterious to structures or treatment processes, or requires unusual provisions, alteration or expense to handle such substance;
- (h) any waters or wastes having a pH lower than 6.0 or higher than 9.0 standard units or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the Provider's system;
- (i) any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the Provider's system;
- (j) any waters or wastes containing a toxic or poisonous substance, such as plating or heat treating wastes, or acetylene generated sludge, in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters of the wastewater treatment plant;
- (k) any wastes or waters exceeding the allowable concentrations of hazardous metals as defined in §§ 329.41-.49 of the Rules Texas Department of Water Resources;
- (l) any free or emulsified oil and grease, exclusive of soaps, exceeding an average of 100 milligrams per liter (mg/l) (833 pounds per million gallons) of either, or both, or combination thereof, if in the opinion of the Provider it appears probable that such wastes can clog sewers, overload treatment equipment, are not amenable to bacterial action, or can have deleterious effects on the treatment process;
- (m) any radioactive wastes greater than the allowable releases as specified by current United States Bureau of Standards handbooks dealing with the handling of and release of radioactivity;
- (n) cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of 0.2 mg/l by weight as cyanide (CN);

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- (o) materials which exert or cause:
 - (i) unusual concentrations of solids or compounds, as, for example, in TSS of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (ii) excessive discoloration;
 - (iii) unusual BOD or immediate oxygen demand.

If in the future it is determined that another substance shall be added to the above enumeration for the purpose of protecting the useful life and operating efficiency of the Provider's system, the Customer agrees that such substance or substances shall also be prohibited from discharge into the Provider's system.

5.06. INDUSTRIAL WASTE. The effects of certain types of industrial waste upon sewers and sewage treatment processes are such as to require careful consideration of each industrial connection. Accordingly, prior to any industrial connection, whether it be by the Customer or a renter, lessor, or other contributor to the Customer's system, the Customer must obtain written approval from the registered professional engineer of the Provider. In order to obtain this approval, the Customer shall submit to the registered professional engineer of the Provider the following information:

- (a) name and address of the contributor;
- (b) type of industry;
- (c) quantity of waste to be discharged;
- (d) analyses of the concentration of pollutants in the typical waste to be generated;
- (e) proposed type of pretreatment, if any; and
- (f) analyses of concentrations of pollutants after pretreatment, if applicable.

To facilitate the inspection and control of industrial waste, the Customer shall separate industrial waste from sanitary sewage until such industrial waste has passed through an inspection manhole that shall be located so as to be readily accessible to inspectors of the Customer or the Provider. The Customer shall require contributors of industrial waste to its system to do the same. If an inspection of the industrial waste indicates that damage might result from the discharge of such waste, permission to make such discharge shall be revoked and last until the industry promptly establishes acceptable remedial measures. The Customer specifically agrees to prohibit discharges of waste containing more than 1.0 mg/l un-ionized hydrogen sulfide to the Customer's system.

ARTICLE VI

FEEES FOR SERVICE

6.01. METERING. The Customer will furnish and install as part of the Customer's approved system the necessary equipment and devices of standard type for properly measuring all sewage to be discharged into the Provider's system under this agreement. Such meters and other equipment shall remain the property of the Customer. The operation, maintenance, reading, calibration, and adjustment of such metering equipment may be done by the employees or agents of the Provider.

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(a) Readings. All readings of meters will be entered upon proper books of records in the offices of the Provider. Upon written request, the Customer shall have access to those records in the offices of the Provider during reasonable business hours.

(b) Calibration. Not more than 3 times in each year of operation, the Provider shall calibrate these meters, in the presence of a representative of the Customer, if requested in writing by the Customer to do so. The parties shall jointly observe any adjustments that are made to the meters in case any adjustment is found to be necessary.

(c) Inaccuracies. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of 5%, recordations of the readings from this meter shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, recordations shall be corrected for a period extending back 1/2 of the time elapsed since the day of the last calibration, but in no event further back than a period of 6 months. If, for any reason, any meters are out of service or out of repair, so that the amount of sewage discharge cannot be ascertained or computed from a reading thereof, the amount of sewage discharge during the periods such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto on the basis of the best data available.

(d) Check Meters. The Customer may, at its option and its own expense, install, operate, and maintain separate meters in order to check each meter used by the Provider to measure all sewage being discharged by that Customer into the Provider's system. The measurement of sewage flow for the purposes of this agreement, however, shall be solely by the meters that the Provider maintains and operates, except in the cases herein and below in this section specifically provided for the contrary. All such check meters shall be of standard make and subject at reasonable times to the inspection and examination by any employer or agent of the Provider, but the reading, calibration, and adjustment thereof shall be made only by the Customer, except during any period when a check meter may be used under a specific written consent by the Provider for measuring the amount of sewage discharged into the Provider's system, in which case the reading, calibration, and adjustment thereof shall be made by the Provider with like effect as if such check meter or meters were those provided for in Section 6.01.

(e) Unit of Measurement. The unit of measurement for sewage hereunder shall be 1,000 gallons, U.S. standard liquid measure.

6.02. QUANTITY.

(a) Flow Limitations. The Customer may not discharge sewage into the Provider's system in excess of the amounts below:

Limitations

Daily Average Daily Maximum

Flow (MGD):

If BOD* is $<$ 250 mg/l
If BOD* is $>$ 250 mg/l

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* As determined according to Section 5.03.

These limitations represent _____% of the total permitted capacity of the Provider's system.

(b) Provider's Limitation. The Provider agrees not to contract to serve more than 100% of the permitted capacity of the Provider's system.

(c) Modification of Limitations. The flow limitations of Section 6.02(a) may be modified only by a written amendment hereto and subject to the limitation of Section 6.02(b).

6.03. FEES.

(a) Connection Fee. The Customer agrees to pay a fee not to exceed \$1000 as a Connection Fee for the supervision and approval by the Provider of the Customer's connection to the Provider's system.

(b) Monthly Fee. The Customer shall pay a Monthly Fee to the Provider for the service provided under this contract based upon the following rates and as revised according to 6.03(c):

<u>Rate</u>	
If BOD* is \leq 250 mg/l	\$ /1000 gallons
If BOD* is $>$ 250 mg/l	\$ /1000 gallons

The Minimum Monthly Fee shall be \$ _____.

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(c) Revision of Rates. The rates above are based upon an estimate of the cost, per thousand gallons, of treating and disposing of sewage under this contract for the fiscal year in which this contract is executed. At the end of that fiscal year, the Provider will determine the actual treatment cost for the previous fiscal year and will estimate the treatment cost for the next fiscal year. Based upon this information, the Provider will adjust the rates of this contract and provide written notice to the Customer of the new rates. These new rates will be subject to PUC review. The new rates shall consist of the estimate of the treatment cost for the next fiscal year, plus a pro-rated amount if the actual cost for the previous fiscal year exceeded the rate charged or minus a pro-rated amount if the rate charged exceeded the actual cost for the previous fiscal year. The information upon which the rates are revised shall be available to the Customer upon written request.

(d) Discharges in Excess of Limitations. (1) The Customer agrees to pay a Quantity Excess Fee to the Provider if the Customer's discharges into the Provider's system exceed the flow limitations of Section 6.02(a). The agreed upon fee is \$ _____/MGD (thousand gallons per day) in excess of the flow limitations. (2) The Customer agrees to pay a Quality Excess Fee to the Provider if the Customer's discharges into the Provider's system exceed the quality limitations in Section 5.04 or discharges wastes into the Provider's system that are prohibited under Section 5.05. The agreed upon fee is \$ _____ for each excursion and for each day of excursion.

(e) Payments. The fees due under this contract shall be mailed or delivered to Fort Bend Properties, Inc., _____, Texas _____.

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The monthly fees will be billed to the Customer at _____ and will be due and payable 16 days after issuance.

(f) Customer to Charge Adequate Rates. If the Customer rents or leases the property subject to this contract or allows another person to discharge sewage into the Customer's system, then the Customer agrees to fix and collect such rates and charges from those persons for the use of the Customer's system as will make it possible for the Customer to pay all fees it is obligated to pay under this contract and all costs of maintenance and operation it is to perform under this contract.

ARTICLE VII

NONPERFORMANCE

7.01. BY THE CUSTOMER. If the Customer fails to perform any of the duties and obligations imposed upon it by the terms, provisions, and conditions of this contract, the Provider may enforce the performance of this contract in any modes provided by law and shall have the following option available to enforce its legal rights and remedies hereunder, unless otherwise provided. The Provider shall follow the disconnection procedures of the Rules of the PUC, as amended. If on account of deficient performance by the Customer of any obligations hereunder, it becomes necessary for the Provider to employ an attorney to enforce or defend any of the Provider's rights and remedies hereunder, then, in any such event, any reasonable amount incurred by the Provider as attorney's fees shall be paid by the Customer.

7.02. BY THE PROVIDER. If the Provider fails to perform any of the duties and obligations imposed upon it by the terms, provisions, and conditions of this contract, the Customer may enforce the performance of this contract in any modes provided by law and shall have the following option available to enforce its legal rights and remedies hereunder, unless otherwise provided. The Customer shall give 30 days written notice to the Provider of the nature of deficiencies in performance. If, during that period, the Provider does not remedy those deficiencies, the Customer may, at the end of that period, terminate this contract.

7.03. LIMITATION OF LIABILITY. The Customer's remedy under this contract and for any other claim, including without limitation negligence, with respect to the services covered by this contract shall be limited to the refund of fees charged for such services. The Provider shall in no event be liable for loss of production, loss of profits, or other indirect, consequential, or incidental damages, and Provider's maximum liability under no circumstances shall exceed the purchase price allocable to any non-conforming service.

IN WITNESS HEREOF, the signatories hereto acting as agents of their respective parties have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.

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By: _____
Fort Bend Properties, Inc.

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By: _____

ATTEST:

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