

RESOLUTION NO. R-2019-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WHOLESALE WASTEWATER AGREEMENT WITH WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.; ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, City Council understands the importance of fiscal sustainability; and

WHEREAS, the City of Bastrop, City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of wastewater wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop adopted a standardized wholesale wastewater agreement on April 23, 2019 by Resolution R-2019-32; and

WHEREAS, the City of Bastrop chooses to approve the attached wholesale wastewater agreement shown as exhibit A; and

WHEREAS this Resolution R-2019-100 expressly repeals and replaces Resolution R-2019-32; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1. The City Manager is hereby authorized to execute a wholesale wastewater contract between the City of Bastrop and West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd. (attached as Exhibit A) as well as all other necessary documents.

Section 2. The City Council adopts a standardized wholesale wastewater agreement, as attached in Exhibit A, for use with future wholesale customers.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 26th day of November 2019.

APPROVED:



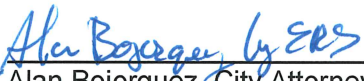
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**WHOLESALE WASTEWATER AGREEMENT BETWEEN
THE CITY OF BASTROP, WEST BASTROP VILLAGE MUNICIPAL UTILITY
DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.**

This WHOLESALE WASTEWATER AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County ("Bastrop" or "City") and the West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code ("District"), and West Bastrop Village, LTD., a Texas limited partnership ("Developer") (collectively referred to herein as the "Parties"). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as "the PDA" on August 11, 2006, requiring a wholesale utility agreement; and

WHEREAS, by Resolution R-2006-24, on September 13, 2006, the City granted consent for creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Order signed on April 24, 2007, the Texas Commission on Environmental Quality granted the Petition for Creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Resolution R-2007-12 the City confirmed its consent for creation of the West Bastrop Village Municipal Utility District, on June 26, 2007; and

WHEREAS, the District encompasses approximately 347.9 acres of land within the extraterritorial jurisdiction ("ETJ") of the City (the "Tract"). The Tract is more particularly described in Exhibit "A"; and

WHEREAS, Developer intends to develop the Tract as a master-planned, mixed-use community, initially to be referred to as "West Bastrop Village" projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately 1,500 homes, and also will include other limited nonresidential uses (the "Development"); and

WHEREAS, the Tract is within Bastrop's sewer CCN (20466) (Exhibit "B"), from which the City will provide wastewater services to the District; and

WHEREAS, Bastrop, District and Developer wish to enter into this Agreement, to provide the terms of wholesale wastewater service for the benefit of the present and future residents of the City and the District; and

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Agreement: means this Wholesale Wastewater Agreement by and among the City of Bastrop, Texas, District, and Developer.

Bastrop System: means all of the Wastewater equipment, lines, components and facilities of Bastrop that are used for the collection, transportation, treatment, monitoring, regulation and disposal of Wastewater received from the District, including the Existing Wastewater Treatment Plant, and WWTP#3.

Billing Period: means the monthly billing period established by Bastrop in its sole discretion, which may be a calendar month, or other monthly period as established by Bastrop.

CCN: means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: means The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means District-owned infrastructure and facilities utilized to connect any Internal Facilities to a Point of Entry, including but not limited to a lift station, meter vault, check valves, air release valves or a manhole.

Costs of the System: means all of Bastrop's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the Bastrop System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Bastrop System in accordance with policies of Bastrop's City Council.

Daily BOD loading: means the daily biochemical oxygen demand loading as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit.

Developer: means West Bastrop Village, LTD., a Texas limited partnership, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as West Bastrop Village Municipal Utility District.

District System: means the Wastewater facilities of the District for collection and transportation of Wastewater from its retail customers to the Points of Entry into the Bastrop System.

District Service Area: means the retail wastewater service territory of the West Bastrop Municipal Utility District, which shall be the boundaries of the West Bastrop Municipal Utility District.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

EPA: means the United States Environmental Protection Agency.

Existing Wastewater Treatment Plant: means the City-owned 1.4 MGD wastewater treatment plant operating pursuant to TPDES Permit No. WQ001107600, a copy of which is attached as Exhibit "C".

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Governmental Authority: means and includes any federal, state, local or other governmental body, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial,

legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

Infiltration: means water that enters Bastrop's System through defects in the District's System such as cracks or breaks in the piping, manholes or other appurtenances.

Inflow: means water that enters the Bastrop System through direct sources in the District's System such as drain spouts, manholes, clean-outs, or other appurtenances.

Initial Wastewater Impact Fee: means the Wastewater Impact Fee paid to the City within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District, as further described in Section 5.05 of this Agreement.

Initial Wholesale Wastewater Service: means the reception, transportation, treatment, and disposal of no more than 24,000 GPD Wastewater to be provided by Bastrop to District, during the period before WWTP#3 is capable of providing service to the District.

Interceptors: means any wastewater mains, including, Trunk Main West, or other wastewater facilities constructed by or on behalf of Bastrop after the Effective Date of this Agreement that connect the City's Existing Wastewater Treatment Plant or WWTP#3 to a Point of Entry.

Internal Facilities: means the internal Wastewater collection and lift station facilities and related equipment, facilities, and appurtenances within the boundaries of the District to be constructed by or on behalf of District for the District's System to the Point of Entry.

Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment, if any, to be installed as, when mutually agreed upon by the parties, but in no event sooner than the time 500 homes are constructed in the District and to be located at a Point of Entry to measure infiltration and inflow from District.

Monthly Fixed Charge: means the City's wastewater Monthly Fixed Charge to be paid by District for wholesale wastewater service, per Water Meter, as adopted in Bastrop Code of Ordinances Section A13.02.002(c) as amended, currently \$2.23 per Water Meter.

Parties: means the City, the District, and the Developer.

Planned Development Agreement or PDA: means the agreement entered into by the City and the Developer on August 11, 2006.

Planned Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System, such that no wastewater service is provided to District (i) which shut-down is scheduled by Bastrop in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Bastrop has notified District; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than three (3) Days unless another time period is mutually agreed-to in writing by both Parties.

Points of Entry: means the locations, to be approved by Bastrop, District and Developer, in Bastrop's System at which all Wastewater will pass from District's Connecting Facilities to Bastrop's System generally shown on Exhibit "D". Future Points of Entry, if any, shall be agreed upon by Bastrop and District in connection with the acquisition or construction and commencement of operation of new Connecting Facilities, after the Effective Date, that connect to Bastrop's System.

Prohibited Waste: means those substances and wastes prohibited from being discharged into Bastrop's System as identified in Bastrop's Code of Ordinances.

SUE: means Service Unit Equivalent which is currently equivalent to 250 gallons per day of wastewater.

Subsequent Wastewater Impact Fee: means any Wastewater Impact Fee paid after the Initial Wastewater Impact Fees is paid to City, as further described in Section 5.05 of this Agreement.

Tract: means the approximately 347.9 acres of land within the District's boundaries.

Trunk Main West: means the wastewater interceptor that will connect the District to the City's Existing Wastewater Treatment Plant and WWTP#3, as further described in Section 3.07, and shown generally on Exhibit "E".

Waste or Wastewater: means liquid or water borne waste, including without limitation, sewage.

Wastewater Impact Fee: means the City's wastewater Impact Fee in the amount of \$5,020 per SUE, as adopted in Bastrop Code of Ordinances Section 10.02.093 as amended.

Wastewater Meter or Wastewater Flow Meter means the meter that may be installed and operated in accordance with Sections 4.01 - 4.03 for the purpose of measuring Inflow/Infiltration into the Bastrop System

Water Meter: means the water meter(s) installed to monitor the flow of wholesale water delivered to the District by the City pursuant to the Wholesale Water Agreement between the District and City entered into as of the same date of this Agreement.

Wholesale Wastewater Service: means the treatment by Bastrop of Wastewater in accordance with the terms and conditions of this Agreement

Wholesale Wastewater Service Area: means the entire Tract.

WWTP#3: The planned wastewater treatment plant to be built by the City in which the District's ultimate capacity needs will be reserved. Its planned location is shown on Exhibit "D".

Section 1.02 Captions.

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

ARTICLE II. PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service Commitment.

- a. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Bastrop agrees to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area in a quantity not to exceed 375,000 GPD in phases as set-forth in Section 2.02 of this Agreement. The City's obligation set-forth in this Section 2.01(a) shall hereinafter be referred to as the "Wholesale Wastewater Service Commitment." The amount of the Wholesale Wastewater Service Commitment, up to 375,000 GPD, is based on a quantity of gallons and is not limited to a number of SUEs. Initially, with SUEs calculated at a flow rate of 250 GPD per connection, 375,000 GPD is sufficient to provide service to approximately 1,500 SUEs. However, in the event (i) the City determines that SUEs in Bastrop's System should be based on less than 250 GPD or (ii) the District determines, based on actual flows, that the connections in the District that are sending wastewater to the Bastrop System are using less than 250 GPD, City, at City's sole discretion may determine that a figure lower than 250 GPD may be used to calculate the number of SUEs that may receive wastewater service pursuant to this Agreement. Any such additional SUEs that receive wastewater service pursuant to this Agreement will require payment of Subsequent Wastewater Impact Fees in accordance with Section 5.05 of this Agreement. The payment of additional Impact Fees shall not apply to capacity paid for, or that is being paid for in installments, prior to the date the flow factor is decreased by the City.
- b. The Wholesale Wastewater Service Commitment may be reduced in accordance with Section 5.05 of this Agreement.
- c. District or Developer may request that Bastrop increase the Wholesale Wastewater Service Area and/or the Wholesale Wastewater Service Commitment. In such event, Bastrop, District and Developer will enter into good faith negotiations to amend this Agreement to increase the Wholesale Wastewater Service Commitment and/or the Wholesale Wastewater Service Area, as appropriate. Provided, however, to allow flexibility to respond to market conditions, subject to prior written notice by the District or Developer to the City, the Wholesale Wastewater Service Commitment can be increased without the need for amending this Agreement so long as the Bastrop System has capacity available and such increase does not exceed the Wholesale Wastewater Service Commitment set forth herein by more than 25%. In such event, Bastrop City Manager shall provide a letter to the District and Developer, within sixty (60) days of receipt of notice from the District and/or Developer requesting such increase in Wholesale Wastewater Service Commitment, approving the increased Wholesale Wastewater Service Commitment. Impact Fees for additional SUEs that receive service pursuant to this Agreement as a result from such increase in Wholesale Wastewater Service Commitment shall be paid for in accordance with Section 5.05(b) of this Agreement.

Section 2.02 Phasing of Wholesale Wastewater Service.

Subject to the provisions of the foregoing paragraph 2.01, Bastrop shall make Wholesale Wastewater Service available within the Wholesale Wastewater Service Area on a phased basis as follows:

- a. Phase 1: Initial Wholesale Wastewater Service in the amount of up to 24,000 GPD shall be made available from the City's Existing Wastewater Treatment Plant to the Wholesale Wastewater Service Area upon acceptance by the City of Connecting Facilities to a Point of Entry.
- b. Phase 1A: The Parties recognize and acknowledge that the City, by agreement, has access to 24,000 GPD of committed but unutilized capacity from the Existing Wastewater Treatment Plant to serve the District until such time as WWTP #3 is operational. Notwithstanding, the City is diligently pursuing the permitting, design, construction and operation of WWTP#3 and at the time WWTP#3 is operational, the City's Wholesale Wastewater Service Commitment under this Agreement will be provided through WWTP#3. Although the City may physically provide additional Wholesale Wastewater Service to the Development prior to the operation of WWTP#3, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the City's Wholesale Wastewater Service Commitment, the Parties agree that if the District or the Developer desire more than 24,000 GPD prior to the time that WWTP#3 is operational, the City may provide additional unutilized capacity if such is available, or the District may temporarily pump and haul wastewater and, if determined necessary by the District, construct and operate at its own expense temporary pump and haul facilities subject to the following conditions, as applicable:
 - (1) District will bear all the costs of the design, construction, maintenance and operation of any pump and haul facilities;
 - (2) District is responsible for obtaining any necessary approvals for the pump and haul facilities and for compliance with any applicable laws or regulations.
 - (3) All parties agree that pump and haul treatment is not preferred and that no more than 250 SUEs will utilize pump and haul for wastewater service, unless determined necessary by the District in the event City is unable to provide sufficient Wholesale Wastewater Service or WWTP#3 is not completed at such time the District needs additional capacity from WWTP#3;
 - (4) District is responsible for monitoring any pump and haul facilities to ensure there are no overflows of Wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. District will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar;

- (5) Upon receiving notice from the City that WWTP#3 is operational, District will cease operation of any pump and haul facilities and will be responsible for all costs associated with removing pump and haul facilities;
 - (6) Prior to constructing any pump and haul facilities, detailed plans, signed and sealed by a Texas Licensed Professional Engineer, must be submitted and approved by the City. Plans shall include, if determined necessary by the District's engineer, all weather access road to collection site and calculations of projected flow;
 - (7) Any storage tanks for the pump and haul facilities must have constant storage tank level monitoring with auto-dialer capabilities;
 - (8) District shall provide the storage deemed reasonably sufficient by the District engineer, and approved by the City; and
 - (9) District understands and agrees that it will not likely recoup the costs of pump and haul from users of any pump & haul facilities, and that District or Developer is responsible for any deficiency in its operation. Neither the District nor the Developer will receive any impact fee credit or reimbursement from the City for the pump & haul facilities or for the removal of any pump & haul facilities unless City fails to provide sufficient Wholesale Wastewater Service in accordance with this Agreement. Provided, however, District shall not be responsible for paying the City any rates, charges or fees attributable to the quantity of wastewater pumped or hauled by District.
- c. Phase 2: Up to 375,000 GPD of Wholesale Wastewater Service shall be made available from WWTP #3 to the Wholesale Wastewater Service Area upon acceptance of Connecting Facilities to a Point of Entry.

Section 2.03 Wastewater Strength Limitations.

The Wholesale Wastewater Service Commitment shall be subject to the following additional limitations:

The daily BOD Loading, as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four (4) separate representative samples taken in accordance with the Permit shall not exceed an average of 0.425 pounds (BOD-5) per SUE allocated to a Phase. The daily BOD Loading for Phase I shall not exceed 76.5 pounds (BOD-5). The daily BOD loading for all subsequent phases shall be calculated in accordance with this subsection.

Daily BOD Loading (BOD-5) = (0.425 pounds) x (number of SUEs requested per phase).

The Parties agree that any increase in the agreed daily BOD of Wholesale Wastewater Service that Bastrop provides to District under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. Provided, however, City agrees,

if requested by the District, to amend this Agreement to reflect increases to the daily BOD limits, if such rate or limit (i) is inconsistent with industry standards or (ii) should be increased to reflect changes in rules, regulations or technologies, as agreed upon by the City and the District.

Section 2.04 Sole Provider; Waste Disposal Permit Application.

- a. For so long as Bastrop meets its obligations under this Agreement, Bastrop will be the sole source of Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area unless: i) Bastrop consents in writing to District's conversion to another wholesale provider; or, ii) Bastrop refuses or fails to provide Wholesale Wastewater Service in accordance with the terms of this Agreement, in which event District shall be free to find an alternative Wholesale Wastewater Service provider or build a wastewater treatment plant to serve the District.
- b. Under the terms and conditions set forth herein, Bastrop shall be entitled to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area from any source of treatment capacity available to Bastrop.

Section 2.05 Transferability of Wholesale Service Commitment.

- a. Bastrop's commitment to provide Wholesale Wastewater Service under this Agreement is solely to District and solely for the Wholesale Wastewater Service Area. District may not assign or transfer in whole or in part Bastrop's service commitment to any person or entity without Bastrop's approval, which consent shall not be unreasonably withheld, and any assignment will be subject to the terms and conditions of this Agreement.
- b. Bastrop may not assign or transfer in whole or in part its obligations under this Agreement to any other person or entity, without District's prior written consent, which consent shall not be unreasonably withheld.

Section 2.06 District Responsible for Retail Connections.

District will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 2.07 Retail Billing and Collection.

District agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Wastewater Service Area.

Section 2.08 Curtailment of Service.

The Parties agree that if Wastewater Service is curtailed by Bastrop to customers of the Bastrop System due to a Planned Outage or Emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Wastewater Service provided to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The curtailment Bastrop imposes on District shall be equal in duration to the curtailment imposed on Bastrop's retail members.

For Planned Outages, Bastrop shall provide notice to District of the date and duration of any Planned Outages to be conducted by Bastrop that may affect wastewater service to the District at least thirty (30) days prior to the Planned Outage. To the extent reasonably possible, Bastrop shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District System.

When an Emergency occurs curtailing wastewater service to District, Bastrop shall notify District of the existence, nature, and expected duration of the Emergency as soon as reasonably practical. Bastrop shall use its best efforts to ensure that any interruption in the provision of wastewater service due to an Emergency shall continue only for so long as reasonably necessary. Bastrop shall immediately inform District of any changes in the nature and expected duration of such Emergency.

Section 2.09 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance of the Bastrop System. If necessary, upon prior notice, District will operate and maintain the District System in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.10 Retail Service and CCN.

The Parties acknowledge and agree that District shall be the retail provider of sewer service to lands within the Wholesale Wastewater Service Area. Bastrop agrees that it will not oppose or protest an application by District to obtain a sewer CCN for the Wholesale Wastewater Service Area within the District boundaries. Bastrop will not provide retail sewer service within the Wholesale Wastewater Service Area and shall amend any agreements providing for Bastrop to provide retail wastewater service within the Wholesale Wastewater Service Area to be consistent with the retail sewer service area boundaries and the agreements regarding inspection of Internal Facilities set forth in this Agreement. The District shall not provide retail wastewater service outside of the District Service Area, without the prior written approval of the City.

ARTICLE III. DESIGN AND CONSTRUCTION OF FACILITIES

Section 3.01 Design and Construction of the Internal Facilities.

- a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.
- b. District agrees to be responsible for and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities. Notwithstanding the foregoing, in the event any Internal Facilities will serve an area outside the District, the City agrees to pay or cause the user(s) of such Internal Facilities to pay its proportionate share of such facilities based on allocated capacity in such facility.

- c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop in effect as of the Effective Date, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 3.02 Design and Construction of the Connecting Facilities.

- a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of Wastewater to the Bastrop System.
- b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect as of the Effective Date, and any approved variances. Notwithstanding the foregoing, at the option of the District or Developer, District or Developer may avail itself of any change to laws, rules, regulations or ordinances affecting the Tract. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other requirements and information required in Bastrop's Construction Standards Manual, Ordinance or other City regulation related to the design and construction of public improvements that are reasonably necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Bastrop shall approve the plans and specifications or provide written comments in accordance with any applicable state-mandated timeframes and applicable City policies and processes. District shall cause any comments provided by Bastrop that comply with the applicable design criteria and construction standards to be addressed.
- c. District solely shall be responsible for the construction of the Connecting Facilities, or for causing Developer to be responsible for the construction of the Connecting Facilities. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.
- d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System. Provided, however, if any such facilities are oversized to serve land outside the District, the City shall pay or cause to be paid the costs related to such oversizing.

- e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's ETJ and within the District boundaries. Bastrop agrees to cause the dedication of easements or rights-of-way that may be necessary for the location and installation of Connecting Facilities within the ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 3.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 3.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by District is subject to final inspection by Bastrop.

Section 3.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided, to Bastrop: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and b) final plats for property located within the Wholesale Wastewater Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 3.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Point of Entry after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

Section 3.07 Design and Construction of Interceptors.

- a. The District at District's cost, which may be paid by Developer, (including easement acquisition for the easement shown on Exhibit "F", which easement has been acquired) will design and construct Trunk Main West in a size sufficient to provide capacity to serve the District, as determined by the District's engineer. City retains the right to inspect all construction to confirm compliance with applicable City ordinances and plumbing codes. Upon completion of construction, District will dedicate and convey Trunk Main West to the City. The City will own, operate and maintain Trunk Main West upon its completion, acceptance and conveyance by the District to the City. The District shall have the right to utilize the percentage of the Trunk Main West line's capacity necessary to transport sewage

at a flow rate of 375,000 GPD, which amount will be increased to the amount equal to the Wholesale Wastewater Service Commitment in the event the Wholesale Wastewater Service Commitment is increased as provided in this Agreement, to serve the District at full buildout.

- b. City may participate in the upsizing of Trunk Main West. In such event, the City agrees to pay the District, prior to construction of Trunk Main West, for the increased material costs for the difference between the line necessary to serve the District's planned 12" line and the City's proposed 24" line plus the additional design and construction costs associated with upsizing ("City's Oversize Costs"). Subject to the conditions of a Development Agreement regarding oversizing of Trunk Main West, the District, at its option, may proceed with construction of Trunk Main West prior to receiving payment from the City for City Oversize Costs. In such event, the City's Oversize Costs shall be paid by the City to the District upon completion of construction of the Trunk Main West or may be applied as a credit towards the amounts owed for Wastewater Impact Fees under this Agreement, as determined by the District. The Parties agree to coordinate, in the future, cost sharing for any additional facilities that are oversized or serving land outside the District.
- c. Except as described in Subsection 3.07(a) and (b) or as otherwise agreed by the Parties, Bastrop shall be responsible for design and construction of the Interceptors, including the acquisition of all easements required for the construction, ownership and operation of the Interceptors.
- d. Bastrop agrees that the Interceptors shall be designed and constructed with sufficient capacity to make wholesale service available to District in an amount not less than required for Bastrop to fulfill its obligations under this Agreement.
- e. Under no circumstances shall District construct any Interceptors that would connect to or contribute Wastewater into the Bastrop System without Bastrop's prior written approval.

Section 3.08 Design and Construction of Improvements to the Bastrop System and WWTP#3

- a. Bastrop shall be responsible for the design and construction of WWTP#3 (Permit No. WQ0011076002) and the portions of the Bastrop System that serve the Wholesale Wastewater Service Area.
- b. For the term of this Agreement, Bastrop agrees that it will provide Wholesale Wastewater Service to District up to the Wholesale Wastewater Commitment under the terms and conditions of this Agreement and payment of the Wastewater Impact Fees, as further described in Section 5.05, shall guarantee capacity in the WWTP#3 and the Bastrop System for the number of SUE's for which the Wastewater Impact Fee is paid, or a portion of which is paid pursuant to 5.05(c)(2).

ARTICLE IV. WASTEWATER METER

Section 4.01 Wastewater Meter.

The District, at District or Developer expense, shall install a Wastewater Meter, the type, specifications and location of which shall be agreed upon by the Parties, for the purpose of measuring Inflow/Infiltration into the Bastrop System. Such metering device shall be installed when determined reasonably necessary by the Parties, provided, however, such metering device shall not be required to be installed prior to the completion of 500 homes in the District. Upon completion of installation, the wastewater meter(s) shall be dedicated to Bastrop.

Section 4.02 Wastewater Flow Meter Calibration and Testing.

- a. Bastrop agrees to calibrate and routinely service the Wastewater flow meter no less than once during each twelve (12) month period as a Cost of the System. Calibration will be accomplished according to Bastrop's standard methods.
- b. Bastrop will notify District in writing of proposed calibrations in advance of such occurrences so that District may observe if desired.
- c. It will be the duty of the Parties to this Agreement to notify the other Party in the event any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least forty (48) hours before conducting the test except in the case of emergencies. Any Party will have the right to witness Wastewater flow meter tests. Payment for meter calibration and testing under this Section 4.02(c) will be the responsibility of the Party requesting the meter calibration and testing.

Section 4.03 Ownership, Operating and Maintenance of the Wastewater Flow Meters.

Following completion of the wastewater meter by District, and acceptance by Bastrop, Bastrop will own, operate and maintain the wastewater meter.

Section 4.04 Billing Adjustments.

If measured flows from the Wastewater Meter and/or alternate data available from the District that measures wastewater flows ("Alternate Data") are more than 10 percent over the monthly winter average, indicating potential inflow and infiltration from the District such that additional flows are being sent to the Bastrop System from the District, District shall pay for the additional flows as measured by the Wastewater Meter or Alternate Data.

If, for any reason, the Water Meter is out of service or inoperative, or if, upon any test, a Water Meter(s) is found to be inaccurate (variance of five percent (5%) or more), Bastrop will calibrate the meter to measure within five percent (5%) accuracy, Bastrop will adjust billings by an amount that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed six (6) months. If adjustment results in credit to District, Bastrop may provide such credit against future billings

to District. If adjustment results in additional amounts due to Bastrop, District will pay such amounts to Bastrop in accordance with the billing terms provided in this Agreement.

Section 4.05 Wastewater Flow Monitoring.

If Bastrop discovers a wastewater flow problem, as determined in its reasonable discretion, associated with a Point of Entry, Bastrop may, at any time with notice to District, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in Bastrop's System, then Bastrop will solely pay for all investigation costs. If the cause of the problem is determined to be solely in District's System, then District will solely pay for all investigation costs. If the cause of the problem is determined to be in both District and Bastrop Systems, then investigation costs will be proportionally distributed based on the relative cost to investigate each part of the District and Bastrop Systems, as mutually agreed upon by the District and the City. District agrees to reimburse Bastrop for District's portion of this investigation costs within forty-five (45) days of receipt of invoice, which invoice shall include supporting data in reasonable detail. District agrees to correct any problems in the District's System identified in the investigation, and agreed upon by District, with reasonable promptness, depending on the nature of the problem.

ARTICLE V. WASTEWATER RATES AND CHARGES

Section 5.01 Wholesale Wastewater Rate Fees and Charges.

- a. In accordance with the terms and conditions of this Agreement, Bastrop, through City Council, will establish and District (as set forth below) will pay Bastrop rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall consist of:
 - (1) the Wholesale Wastewater Rate, which shall consist of a Volume Charge, and Monthly Fixed Charge, as set forth in Section 5.03; and
 - (2) Wastewater Impact Fee.
- b. Bastrop specifically agrees that the Volume Charge will be calculated so that all Costs of the System on which the charges are based are properly allocated between District, any other wholesale customers of the System, and Bastrop's retail customers in a just, reasonable and nondiscriminatory manner and in accordance with this Agreement.
- c. Any subsequent changes in rates shall be set in accordance with the following principles:
 - (1) The Wholesale Wastewater Rate shall be calculated in accordance with industry standards;
 - (2) Rates shall be just, reasonable, and non-discriminatory, and shall be based on Costs of the System related to the provision of Wholesale Wastewater Service under this Agreement;

- (3) The Wholesale Wastewater Rate shall not include any capital costs recovered through the Wastewater Impact Fee for infrastructure and facilities, or portions thereof constructed to serve the District;
 - (4) Costs attributable to Bastrop's retail customers only will be identified and not included in the rates charged for Wholesale Wastewater Service under this Agreement; and
 - (5) The Wholesale Wastewater Rate shall be calculated based on cash basis.
- d. Bastrop agrees that it will review the Costs of the System that form the basis for the Wholesale Wastewater Rate not less than once every three (3) years; provided, however, that Bastrop shall not be required to employ persons other than Bastrop employees for purposes of doing so unless Bastrop wishes to increase the Wholesale Wastewater Rate, or unless the Bastrop employee is not qualified to conduct a wastewater rate study.

Section 5.02 Notice to and Review by District.

- a. Bastrop will provide District with at least thirty (30) days prior written notice of any changes to the Wholesale Wastewater Rate. Written notice shall include the proposed new rates and/or fees, and an updated cost of service study with reasonable detail that allows District to identify the methodology used to revise the rates (including enough detail to allow District to evaluate the exclusion of retail-only service costs from the Wholesale Wastewater Rate), the Costs of the System that necessitate the change, along with the allocation of Costs of the System between District, and all other customers of the Bastrop System (wholesale and retail).
- b. District will have the right to inspect and copy, at its expense, Bastrop's books and records to verify any statement, billing, charge, computation or demand made to District by Bastrop. Bastrop agrees to make all such information available to District for inspection and copying with reasonable promptness during normal business hours.

Section 5.03 Volumetric Charges and Monthly Fixed Charges.

- a. Bastrop will charge a monthly Volumetric Charge as reflected in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently in the amount of \$3.83 per 1,000 gallons, based on the "winter average" of the water consumption for the months of December, January and February as such winter average is calculated in accordance with the rules of the City. Bastrop shall provide District written notice thirty (30) days prior to revision of the monthly Volumetric Charge.
- b. Bastrop will bill District as provided in Article VI of this Agreement for the Volumetric Charge based on the "winter average" of the water consumption measured at the Water Meter for the months of December, January and February. Provided, however, prior to provision of service to any commercial users within the District, the Parties agree to evaluate whether winter averaging shall apply for commercial users and agree to amend this Agreement related to billing methodology for commercial users if, in the City's

reasonable opinion, a different billing methodology should be utilized for commercial users.

- c. Bastrop will charge a Monthly Fixed Charge consisting of a customer charge per Water Meter at the rate adopted in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently \$2.23. Bastrop shall provide District written notice thirty (30) days prior to revision of the Monthly Fixed Charge.

Section 5.04 Wholesale Wastewater Rates.

The City shall invoice the District for wholesale wastewater delivery and treatment service at the same rate that the City charges its other wholesale customers per GPD of use. The District shall pay the City monthly, one month in arrears, as more fully described in Article 6 of this Agreement.

Section 5.05 Wastewater Impact Fees.

- a. *Initial Wastewater Impact Fee.* The District, or the Developer if the District does not have sufficient funds, will pay to the City the Wastewater Impact Fee within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District. The Wastewater Impact Fees specified by this Section 5.05(a) shall hereinafter be referred to as the Initial Wastewater Impact Fees.
 - (1) If the District or Developer fails to pay to the City the Initial Wastewater Impact Fees within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District, this Agreement terminates immediately, the Agreement becomes null and void, and the City is released from any and all obligations imposed by this Agreement, including, without limitation, the Wholesale Wastewater Service Commitment.
- b. *Subsequent Wastewater Impact Fees.* Within one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, the District shall pay, or cause to be paid, to Bastrop to guarantee capacity in the Bastrop System, the Wastewater Impact Fee for the remaining SUEs that have been platted in the Wholesale Wastewater Service Area. For lots that have not been platted at the time WWTP#3 is completed, the District shall pay, or cause to be paid, to Bastrop, the Wastewater Impact Fee for the SUEs included in a final plat approved by the City within 120 days of such approval, in accordance with one of the payment methods authorized by Section 5.05(c). The Wastewater Impact Fees specified by this Section 5.05(b) shall hereinafter be referred to as the Subsequent Wastewater Impact Fees. Subsequent Wastewater Impact Fees may be paid in accordance with any method authorized by Section 5.05(c) below. Payment of the Subsequent Wastewater Impact Fee in accordance with any method authorized by Section 5.05(c) below will secure the right to capacity in the Bastrop System only for the number of SUEs for which fees are paid or are being paid pursuant to 5.05(c)(2).
 - (1) If, after one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, payment

is not made to the City for the SUEs that have been platted, prior to completion of WWTP #3, in the Wholesale Wastewater Service Area, in accordance with Section 5.05(c) below, the City's Wholesale Wastewater Service Commitment is reduced by the amount for which payment is not made until such time payment is made.

c. Payment Options for Subsequent Wastewater Impact Fees:

(1) Lump Sum based on one hundred percent of the Wastewater Impact Fee Per SUE to be reserved, or

(2) Monthly installments paid on the first day of every month as follows: (i) for lots that have been platted at the time of completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after notice is received by the District and the first installment is paid in accordance with Section 5.05(b) and (ii) for SUEs that are platted subsequent to completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after a final plat is approved by the City and the first installment is paid in accordance with Section 5.05(b). The monthly installments shall be paid over time (36-60 months) based on the following formula: $I = WIF \times S \times (WAC + 2.5\%) / M$

A. "I" means the Installment Fee Amount;

B. "WIF" means the Wastewater Impact Fee reflected in City Code of Ordinances Section 10.02.093, as amended;

C. "S" means the number of SUEs being reserved;

D. "WAC" means the City's weighted average cost of debt;

E. "M" means the number of months the installments are paid (the number of months may be between 36 and 60 as determined by the District);

d. District may require Developer to pay for or to reimburse District for the Wastewater Impact Fee.

e. Bastrop and District shall each keep accurate records of the Wastewater Impact Fee paid. For each payment of Wastewater Impact Fees made by District or the Developer, Bastrop shall give District a certificate stating the total Wastewater Impact Fees paid and the number of SUE's guaranteed by such payment. The parties may inspect each other's records during normal business hours.

f. Bastrop agrees to provide, annually, by September 1 of each year, a report to the District and the Developer identifying the capacity committed in the Bastrop System, including WWTP#3, remaining capacity available and anticipated expansions thereto. City further

agrees to provide notice to District and Developer when the City has commenced design of any expansions to the Bastrop System.

- g. On the first business day of each new quarter (January, April, July, October,) District shall deliver to Bastrop the total number of SUEs connected to the System during the previous quarter.

Section 5.06 Reasonableness of Rates and Right of Appeal.

District agrees that the Wholesale Wastewater Rates, charges and fees as defined and described in this Article V, initially charged by City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The rates charged by City are subject to modification as provided herein. District agrees that it is reasonable for City to adjust the rates periodically as provided herein and understands that any adjustments made in accordance with this Agreement are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, District does not waive any right it has under Texas law to file and pursue an appeal of any increase in wholesale wastewater rates proposed or adopted by City.

Section 5.07 Other Service Fees.

District acknowledges and agrees that Bastrop, through its City Council, may adopt charges and fees for Wholesale Wastewater Service in addition to the Volume Charge and Monthly Fixed Charge. These additional charges and fees are limited to review fees and inspection fees related to review and inspection of plans for the Internal Facilities and the Connecting Facilities, and any new or increased charges for any new or revised Governmental Authority restrictions, impositions, rental fees or charges levied, assessed or imposed on Bastrop by any new or amended Governmental Authority law or regulation. These charges or fees shall be just and reasonable, and nondiscriminatory and are not to exceed the actual costs imposed by the Governmental Authority or by Bastrop for cost review and inspection. Plan review, inspection, and similar fees or charges relating to the design and/or construction of the Internal Facilities and Connecting Facilities shall be charged to and paid by the constructing party.

Section 5.08 District Wastewater Rates and Charges.

District will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Wastewater Service from Bastrop. District will establish retail rates consistent with industry standards. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 5.09 District Wastewater Fees.

The Parties acknowledge that District has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, truces, or other charges as its governing body will deem appropriate. This

Agreement will not be construed to require, limit, or restrict the governmental power of District to implement the same. District will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, rates, and charges District elects to charge are in compliance with applicable law.

Section 5.10 Verification of District Wastewater Connections.

For verification of the Wholesale Wastewater Rates and fees as described in this Article V, paid to Bastrop and for any other purpose, District will make available for inspection and copying during regular business hours, all records for retail connections to the District System. In addition, Bastrop will have the right to inspect the District System at any reasonable time, at Bastrop's sole expense, after giving District written notice of its intention to inspect and allowing the opportunity for District to be present, to verify the type and amount of retail connections made or the condition of the District System (related to contractual compliance issues) and District will provide lawful access to Bastrop for this purpose.

ARTICLE VI. WASTEWATER WHOLESALE BILLING METHODOLOGY

Section 6.01 Monthly Statement.

- a. For each monthly Billing Period, Bastrop will forward to District a bill providing a statement of the total amount owed by District for Wholesale Wastewater Service provided to District during the previous monthly Billing Period. The invoice shall contain sufficient detail to allow District to verify the charges. District shall not be charged for Wholesale Wastewater Services until such services commence. District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of the invoice.
- b. Payments by District shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's City Hall in Bastrop, Bastrop County, Texas, upon prior arrangement. If payments will be made by bank-wire, District shall verify wiring instructions with Bastrop's Finance Department. Payment must be received at Bastrop's bank by the due date in order not to be considered past due or late, unless District timely contests a bill, or a portion thereof, in accordance with Section 6.04. In the event District fails to make payment of an uncontested bill within said thirty (30) day period, District shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (1.5%) per month.

Section 6.02 Monthly Billing Calculations.

- a. Bastrop will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service on the basis of "winter average" of the water consumption measured at the Water Meter(s) for the months of December, January and February. The winter average amount multiplied by the Wholesale Wastewater rate, set from time to time by the Bastrop City Council, will be used to compute the monthly bill for the Volume Charge.

- b. The District shall provide, annually, the projected number of SUEs for which wastewater service is expected to be provided for the future twelve Billing Periods.

Section 6.03 Infiltration and Inflow.

District acknowledges that water entering the Bastrop System from the District System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for District. Therefore, subject to the conditions of Section 4.04, including any penalty assessed, District agrees to pay, as part of the Volume Charge, for Infiltration and Inflow originating within the District system without abatement in the same manner and cost as other Wastewater entering Bastrop's System from the District System.

Section 6.04 Effect of Nonpayment.

With respect to monthly billings, including billings for the Wholesale Wastewater Rate and any other fees or charges applicable under this Agreement, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District in accordance with this Agreement, of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, suspend or reduce the level of Wastewater service to District until payment is made. District may exercise its right to dispute its obligation to pay all or a portion of a bill during the cure period following the procedure set forth in Section 6.05.

Section 6.05 Billing Disputes.

Should District dispute its obligation to pay all or any part of the amount stated in any statement or notice, District may pay such amount along with a written notice of protest, in which event such amount shall be deposited by Bastrop in a separate interest-bearing account mutually acceptable to both Bastrop and District pending final resolution of such dispute in accordance with this Agreement. Bastrop may not terminate this contract or deny Wastewater service that is otherwise in accordance with this Agreement for failure to pay the amount stated in any statement or notice if District pays such amount under protest.

ARTICLE VII. WASTEWATER QUALITY

Section 7.01 Condition of Wastewater Delivered.

- a. District shall have the right to discharge Wastewater into the Bastrop System meeting the requirements of quality as set forth in this Section and not containing Prohibited Wastes identified in Bastrop's Code of Ordinances.
- b. Discharges into the Bastrop System shall consist only of domestic Wastewater and Wastewater that the Bastrop System is capable of handling:
 - (1) So that the effluent and sludge from the Bastrop System meets the current legal standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent;

- (2) Without causing damage or corrosion to the Bastrop System that would result in increased maintenance costs;
 - (3) Without causing excessive treatment costs; and
 - (4) That meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.
- c. EPA and TCEQ periodically modify standards on prohibited discharges. It is the intention of the Parties, therefore, that the Prohibited Wastes be reviewed periodically by Bastrop and that they are revised by Bastrop in accordance with the latest standards of EPA, TCEQ or any federal or state agency having regulatory authority over discharges made to the Bastrop System. Any required revisions shall be made by Bastrop and upon the effective date, District shall be responsible for integrating such changes into its regulations and notifying all affected users of the change.

Section 7.02 Remedies for Delivery of Prohibited Wastes or Exceedances of Wastewater Quality.

- a. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, and Bastrop reasonably determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the District System is necessary in order for Wastewater delivered from the District System to the Bastrop System to be non-corrosive and non-injurious to the Bastrop System, District agrees to, install such facilities within forty-eight (48) hours of receiving notice from Bastrop or immediately implement such methods of operation and maintenance, at its sole expense, as are reasonably deemed by Bastrop to be necessary, and agreed upon by the District, for the Wastewater delivered by District to meet the requirements of this Article.
- b. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, District shall pay to Bastrop, in the same manner provided in this Agreement for the payment of the Volume Charges, a surcharge calculated in accordance with and subject to the requirements of this section (the "Treatment Surcharge") rounded to the nearest pound.

- (1) The Treatment Surcharge shall be based on the following formula:

$$S = V \times 8.34 (A [BOD -200] + B [TSS -200]), \text{ where:}$$

- A. "S" means the surcharge that will appear on District's monthly bill;
- B. "V" means volume of wastewater actually billed in millions of gallons during the Billing Period;
- C. 8.34 = pounds per gallon of water;

- D. "A" means the unit charge in dollars per pound of BOD which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is \$0.441603 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District;
 - E. "BOD" means biological oxygen demand measured in milligrams per liter by weight; "200" means 200 mg/l;
 - F. "B" means the unit charge in dollars per pound of total suspended solids, which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is \$0.441603 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District; and,
 - G. "TSS" means total suspended solids measured in milligrams per liter by weight.
- (2) The Treatment Surcharge shall be charged for each month following sampling completed in accordance with this Agreement that measures BOD in excess of 200 mg/l or TSS in excess of 200 mg/l until subsequent sampling measures both BOD and TSS below those levels. In the event any Treatment Surcharge is based on sampling performed by Bastrop, Bastrop will provide written notice of the sampling results prior to charging the Treatment Surcharge to District and shall give District an opportunity to be present during the testing.
- c. In the event District delivers Wastewater to Bastrop that fails to meet the standards specified in this Agreement, District agrees to pay Bastrop for all damages and costs of repair to the Bastrop System and/or regulatory fines reasonably incurred by Bastrop that were caused by District's delivery of Wastewater that fails to meet the standards specified in this Agreement. Unless such damages, repairs, costs or fines are disputed by the District, Bastrop may require payment of the cost of repair of damaged facilities and/or regulatory fines as a condition to the further provision of Wholesale Wastewater Service, restrict District's flows to the extent necessary to protect Bastrop's System, file suit to recover for any and all damages to the Bastrop System caused by such failure on the part of District, or seek such other and further relief, at law or in equity, as Bastrop will deem advisable.

Section 7.03 Sampling and Testing.

- a. District will perform sampling of Wastewater at the Point(s) of Entry and provide an analysis to Bastrop due every June 1, (year) and September 1, (year) after the Connecting Facilities are completed.
 - (1) AU samples will be Composite Samples, that is, a series of at least twelve (12) samples taken from a waste stream without regard to the flow in the waste stream and over a period of time not less than twenty-four (24) hours at intervals of not

less than one (1) hour, which samples shall be averaged in accordance with standard industry practice.

- (2) The analysis of the sample shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory. District will require a copy of the report to include at a minimum, levels of pH, BOD-5, COD TSS and oil and grease. The report also must contain the chain of custody for the sample and the Quality Assurance/Quality Control (QA-QC) report.
 - (3) District will be responsible for the cost of sampling and analysis.
 - (4) District will provide written notice to Bastrop or Bastrop's current plant operator at least five (5) business days prior to conducting Wastewater sampling and shall allow Bastrop or Bastrop's current plant operator representatives to observe the sampling.
 - (5) In the event District fails to perform sampling by the deadlines provided in this section, after notice and an opportunity to cure within thirty (30) days, District shall pay to Bastrop a sampling surcharge calculated in accordance with Subsection 7.02(b). In addition, if the District does not perform the sampling within the cure period, the District will pay Bastrop for Bastrop's actual costs to perform the sampling if Bastrop does so during the next thirty (30) days after the expiration of the cure period.
- b. District agrees that Bastrop or Bastrop's current operator will have the right, at its option and expense, to sample Wastewater discharges within the District System at:
- (1) the site of discharge;
 - (2) Points of Entry to the Bastrop System; and
 - (3) other locations as required for the purpose of determining the source, type, and strength of discharge.
- c. District will use reasonable efforts to make necessary arrangements for and provide assistance to Bastrop in obtaining lawful access to sampling points within areas served by District. Bastrop will provide written notice to District at least five (5) business days prior to conducting Wastewater sampling and shall allow one or more District representatives to observe the sampling.
- d. District agrees that to the extent authorized by applicable laws, any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling may be disconnected from District and Bastrop's Wastewater System in accordance with applicable regulations of District or Bastrop and federal law.
- e. Notwithstanding any other provision in this Agreement to the contrary, the Parties agree as follows:

- (1) no Party shall be obligated to perform any sampling of Wastewater except at Points of Entry constructed with sampling ports; and
- (2) all future sampling ports at Points of Entry shall be identified on plans and specifications for Connecting Facilities to be approved by Bastrop.

ARTICLE VIII. STANDARDS FOR WASTEWATER CONNECTIONS TO DISTRICT SYSTEM

Section 8.01 District Prevention of Infiltration and Inflow.

It will be District's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to District's System. District will prohibit the discharge of drainage water and storm water run-off into the District System.

Section 8.02 Construction and Testing Criteria for District Sewer Connections.

- a. All tests required by the design criteria and specifications of the State of Texas for connections to the District System within the Wholesale Wastewater Area will be at District's or its customer's expense.
- b. District agrees that the physical connection of each service line to the local Wastewater facility within the Wholesale Wastewater Area will be the responsibility of District and will not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of or whose work is inspected by District's authorized representative.
- c. Connections made to the District System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. District will inspect all connections to the District System in accordance with its own rules and regulations in order to insure compliance with it.
- d. A failure on the part of District to provide and enforce such regulations governing connections to the District System will, at the option of Bastrop after: (i) notice to District in writing of the specific violation, and (ii) failure within thirty (30) days to correct said violation or, if the violation is of a nature that it cannot be corrected within thirty (30) days, to begin to correct such violation and to diligently pursue such curative action, constitutes sufficient grounds for Bastrop to restrict or limit Wastewater flows, to such extent Bastrop deems reasonably necessary in order to protect the Bastrop System from damage or excessive flows, until such time as the District has completed all necessary corrective action.

ARTICLE IX. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Section 9.01 Liability of District.

As between the Parties and except as otherwise provided herein, District shall bear responsibility for damages, if any, claimed by third persons arising from the reception, transportation, delivery,

and disposal of all Wastewater discharged while it remains within the District System, and District, to the extent authorized by law, holds Bastrop harmless therefrom. Notwithstanding the foregoing, Bastrop shall bear responsibility for damages, if any, claimed by third persons because Bastrop does not accept Wastewater at a Point of Entry in a quantity that it is contractually obligated to accept under this Agreement, and Bastrop, to the extent authorized by law, agrees to hold District harmless therefrom.

Section 9.02 Liability of Bastrop.

Bastrop will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of Wastewater received by it at Points of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Bastrop to bear responsibility for damages to the Bastrop System or to third persons arising from the delivery by District of Prohibited Wastes or Wastewater that is in violation of this Agreement and corrosive or otherwise damaging to the Bastrop System or to persons or property.

ARTICLE X. REGULATORY COMPLIANCE

Section 10.01 Agreement Subject to Applicable Law.

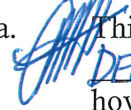
The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 10.02 Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE XI. TERM, TERMINATION, DEFAULT, REMEDIES

Section 11.01 Term and Termination.

- a.  This Agreement shall become effective upon the Effective Date and shall extend until DECEMBER 9, 2069 unless terminated earlier as provided herein. Provided, however, unless the District provides at least six (6) months' written notice to the City prior to the end of the first fifty-year term, the Agreement shall be renewed for one additional term of fifty (50) years.
- b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

Section 11.02 Default.

- a. Except as otherwise provided herein, in the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity, pending cure of such default by District.
- b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 11.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Wastewater Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE XII. GENERAL PROVISIONS

Section 12.01 Assignability.

Assignment of this Agreement is prohibited without the prior written consent of the other parties, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the rights and obligations of the Developer, in whole or in part, may be sold or assigned by Developer to a subsequent owner or developer of all or a portion of the Tract or another person or entity in the City's sewer CCN.

Section 12.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 12.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 12.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 12.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 12.06 Venue.

All obligations of the Parties created in the Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 12.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 12.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 12.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

DISTRICT:

West Bastrop Village Municipal Utility District
Allen Boone Humphries Robinson, LLP
1108 Lavaca, Suite 510
Austin, TX 78701
Attn: D. Ryan Harper

DEVELOPER:

West Bastrop Village, Ltd.
610 West 5th St., Ste. 601

Austin, TX 78701
Attn: David C. Mahn

CITY OF BASTROP:

City of Bastrop
P. O. Box 427
Bastrop, TX 78602
Attn: City Manager

WITH REQUIRED COPY TO:

Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 12.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 12.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 12.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 12.13 State Approval; Compliance with TCEQ Rules and Applicable Federal Regulations.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ and EPA applicable to domestic wastewater systems, effluent limitations and permitting requirements. The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ or EPA. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ or EPA requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 12.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 12.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 12.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 12.17 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A: Metes and Bounds Description of the Land
- Exhibit B: Map of Bastrop's Sewer CCN No. 20466
- Exhibit C: Bastrop TPDES Permit No. WQ001107600
- Exhibit D: Map Showing Locations of Wastewater Delivery Points, WWTP#3

Exhibit E: Map Showing Trunk Main West
Exhibit F: Easement for Trunk Main West

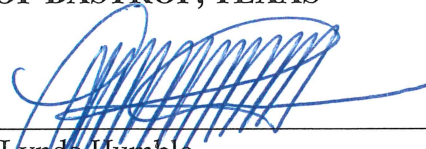
Section 12.18 Effective Date and Counterparts.

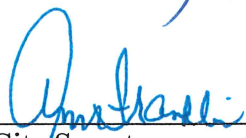
This Agreement will be effective from and after the last date of due execution by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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CITY OF BASTROP, TEXAS

By: 
Name: Lynda Humble
Title: City Manager
Date: DECEMBER 9, 2019

ATTEST: 
City Secretary

WEST BASTROP VILLAGE, LTD.

A Texas limited partnership

By: WBV GP, LLC

A Texas limited liability company, general partner

By: _____

David C. Mahn

Title: Manager

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by David C. Mahn, Manager of WBV GP, LLC, a Texas limited liability company, General Partner of West Bastrop Village, Ltd., a Texas limited partnership, on behalf of said limited liability company as general partner of the general partner of the limited partnership.

Notary Public, State of _____

Exhibit A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



THE STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this is a true and correct copy of a
Texas Commission on Environmental Quality document,
which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on

LaDonna Castanuela APR 30 2007

LaDonna Castanuela, Chief Clerk
Texas Commission on Environmental Quality

AN ORDER GRANTING THE PETITION FOR CREATION OF WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND APPOINTING TEMPORARY DIRECTORS

A petition by J.D. Weaver/Bastrop, Ltd., (hereafter "Petitioner") was presented to the Executive Director of the Texas Commission on Environmental Quality (hereafter "Commission") for approval of the creation of West Bastrop Village Municipal Utility District of Bastrop County (hereafter "District") pursuant to Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapters 49 and 54.

The Commission, after having considered the petition, application material, and Memorandum from the Executive Director's staff dated April 12, 2007 regarding the petition, a copy of which is attached as Exhibit "B", finds that the petition for creation should be approved.

The Commission finds that the creation of the proposed District as set out in the application is feasible, practicable, necessary and would be a benefit to the land to be included in the proposed District.

The Commission further finds that the proposed District and its system and subsequent development within the proposed District will not have an unreasonable effect on land elevation, subsidence, groundwater level within the region, recharge capability of a groundwater source, natural run-off rates or drainage, water quality, or total tax assessments on all land located within the proposed District.

All of the land and property proposed may properly be included within the proposed District.

All statutory and regulatory requirements for creation of West Bastrop Village Municipal Utility District of Bastrop County have been fulfilled in accordance with TEX. WATER CODE § 54.021 and 30 TEX. ADMIN. CODE §§ 293.11-293.13.

NOW THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The petition for the creation of West Bastrop Village Municipal Utility District of Bastrop County is hereby granted.
2. The District is created under the terms and conditions of Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapter 54.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this is a true and correct copy of a
Texas Commission on Environmental Quality document,
which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on

LaDonna Castanuela MAY 04 2007

LaDonna Castanuela, Chief Clerk
Texas Commission on Environmental Quality

3. The District shall have all of the rights, powers, privileges, authority, and functions conferred and shall be subject to all duties imposed by the Texas Commission on Environmental Quality and the general laws of the State of Texas relating to municipal utility districts.
4. The District shall be composed of the area situated wholly within Bastrop County, Texas, described by metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.
5. The memorandum from the Executive Director's staff dated April 12, 2007 (hereafter "Memorandum") is hereby attached as Exhibit "B" and incorporated as part of this order.
6. The persons listed in Recommendation No. 3 of the Memorandum are hereby named and appointed as temporary directors and shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oaths of office. All such bonds shall be approved by the Board of Directors of the District, and each bond and oath shall be filed with the District and retained in its records.
7. This Order shall in no event be construed as an approval of any proposed agreement or of any particular item in any document provided in support of the petition for creation, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular item or agreement in future applications submitted by the District for Commission consideration.
8. This Order shall not constitute approval or recognition of the validity of any provision in the City of Bastrop creation consent Resolution No. R-2006-24, effective August 22, 2006, and any other ordinance/resolution incorporated therein by reference to the extent that such provisions exceed the authority granted to the City of Bastrop by the laws of the state of Texas.
9. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons.
10. If any provision, sentence, clause or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: APR 24 2007



For the Commission



EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

348.053 ACRES
NANCY BLAKEY SURVEY A-98
BASTROP COUNTY, TEXAS

A DESCRIPTION OF A 348.053 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY A-98 IN BASTROP COUNTY, TEXAS,

BEING ALL OF A 322.2 ACRE TRACT OF LAND, KNOWN AS THE "SECOND TRACT", CONVEYED TO J. D. WEAVER/BASTROP, LTD. IN A SPECIAL WARRANTY DEED DATED SEPTEMBER 11, 1997 AND RECORDED IN VOLUME 870, PAGE 266 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS,

BEING A PORTION OF AN 18.969 ACRE TRACT OF LAND CONVEYED TO J. D. WEAVER/BASTROP, LTD. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 18, 2003 AND RECORDED IN VOLUME 1350, PAGE 917 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS,

BEING ALL OF A 1.563 ACRE TRACT OF LAND CONVEYED TO J. D. WEAVER/BASTROP LTD. IN AN EXCHANGE DEED DATED SEPTEMBER 12, 2005 AND RECORDED IN VOLUME 1570, PAGE 742 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS,

AND BEING A PORTION OF TRACTS 7 AND 8, SUBURBIA ESTATES, A SUBDIVISION IN BASTROP COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET 1, PAGE 14B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS;

SAVE AND EXCEPT A 2.00 TRACT OF LAND CONVEYED TO AQUA WATER SUPPLY CORPORATION IN A GENERAL WARRANTY DEED DATED JUNE 4, 1991 AND RECORDED IN VOLUME 619, PAGE 164 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND SAVE AND EXCEPT A 1.504 ACRE TRACT OF LAND CONVEYED TO AQUA WATER SUPPLY CORPORATION IN A SPECIAL WARRANTY DEED DATED APRIL 16, 1998 AND RECORDED IN VOLUME 906, PAGE 291 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 348.053 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west right-of-way line of F.M. Highway No. 20 (100' right-of-way width), being the southeast corner of the said 322.2 acre tract, being also the northeast corner of a 0.999 acre tract of land described in Volume 1342, Page 709 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found

the east right-of-way line of F.M. Highway No. 20, bears South 23°15'55" East, a distance of 126.22 feet;

THENCE South 86°57'52" West with the south line of the said 322.2 acre tract and the north line of the said 0.999 acre tract, a distance of 980.77 feet to a 1/2" rebar found for the northwest corner of a 7.208 acre tract of land described in Volume 1223, Page 150 of the Deed Records of Bastrop County, Texas, being the northeast corner of a 10.000 acre tract of land described in Volume 858, Page 689 of the Deed Records of Bastrop County, Texas;

THENCE South 88°15'23" West with the south line of the said 322.2 acre tract and the north line of the said 10.000 acre tract, a distance of 451.25 feet to a 1/2" rebar found for the northwest corner of the said 10.000 acre tract, being the northeast corner of a 1.000 acre tract of land described in Volume 973, Page 777 of the Deed Records of Bastrop County, Texas;

THENCE South 87°11'03" West with the south line of the said 322.2 acre tract and the north line of the said 1.000 acre tract, a distance of 966.24 feet to a 1/2" rebar found for the northwest corner of a 5.000 acre tract of land described in Volume 287, Page 685 of the Deed Records of Bastrop County, Texas, being the northeast corner of a 80.549 acre tract of land described in Volume 446, Page 222 of the Deed Records of Bastrop County, Texas;

THENCE South 87°07'57" West with the south line of the said 322.2 acre tract, which varies from the north line of the said 80.549 acre tract, a distance of 2085.75 feet to a 1/2" rebar found for the northwest corner of the said 80.549 acre tract, being the northeast corner of a 27.092 acre tract of land described in Volume 1261, Page 231 of the Deed Records of Bastrop County, Texas;

THENCE with the south line of the said 322.2 acre tract and the north line of the said 27.092 acre tract the following three (3) courses:

1. South 88°41'52" West, a distance of 656.84 feet to concrete monument found;
2. South 87°59'47" West, a distance of 885.88 feet 1/2" rebar with cap set;
3. South 87°35'04" West, a distance of 121.50 feet to a 1/2" rebar found for the northwest corner of the said 27.092 acre tract, being the northeast corner of a 1.188 acre tract of land described in Volume 998, Page 95 of the Deed Record of Bastrop County, Texas;

THENCE South 87°35'04" West with the south line of the said 322.2 acre tract and the north line of the said 1.188 acre tract, a distance of 199.96 feet to a 1/2" rebar with cap found for the northwest corner of the said 1.188 acre tract, being the northeast corner of a 39.262 acre tract of land described in Volume 995, Page 650 of the Deed Records of Bastrop County, Texas;

THENCE South 87°35'04" West with the south line of the said 322.2 acre tract and the north line of the said 39.262 acre tract, a distance of 800.26 feet to 1/2" rebar found for the northwest corner of the said 39.262 acre tract, being the northeast corner of a 16.90 acre tract of land described in Volume 329, Page 359 of the Deed Records of Bastrop County, Texas;

THENCE South 87°35'04" West with the south line of the said 322.2 acre tract and the north line of the said 16.90 acre tract, a distance of 841.96 feet to 5/8" rebar found for the southwest corner of the said 322.2 acre tract, being the southeast corner of Lot 4, Oakwood Estates Subdivision, a subdivision of record in Volume 3, Page 181A of the Plat Records of Bastrop County, Texas, being also in the north line of a 15.000 acre tract of land described in Volume 568, Page 462 of the Deed Records of Bastrop County, Texas;

THENCE North 02°15'16" East with the west line of the said 322.2 acre tract and the east line of said Lot 4, a distance of 1704.79 feet to a concrete monument found for the northwest corner of the said 322.2 acre tract, being the southwest corner of a 4.71 acre tract of land described in Volume 185, Page 573 of the Deed Records of Bastrop County, Texas;

THENCE North 87°23'54" East with the north line of the said 322.2 acre tract and the south line of the said 4.71 acre tract, a distance of 283.71 feet to 1/2" rebar found for the southeast corner of the said 4.71 acre tract, being the southwest corner of a 9.965 acre tract of land described in Volume 1162, Page 823 of the Deed Records of Bastrop County, Texas;

THENCE North 88°18'56" East with the north line of the said 322.2 acre tract and the south line of the said 9.965 acre tract, a distance of 819.18 feet to a 3/8" rebar found for the southeast corner of the said 9.965 acre tract, being the southwest corner of a 44.531 acre tract of land described in Volume 203, Page 618 of the Deed Records of Bastrop County, Texas;

THENCE North 87°34'12" East with the north line of the said 322.2 acre tract and the south line of the 44.531 acre tract, a distance of 1598.97 feet to a fence post found for the southeast corner of the said 44.531 acre tract, being the southwest corner of a

22.78 acre tract of land described in Volume 185, Page 498 of the Deed Records of Bastrop County, Texas;

THENCE North 88°31'12" East with the north line of the said 322.2 acre tract, which varies from the south line of the said 22.78 acre tract, a distance of 1056.69 feet to a fence post found for the southeast corner of the said 22.78 acre tract, being the southwest corner of a 36.557 acre tract of land described in Volume 1096, Page 488 of the Deed Records of Bastrop County, Texas;

THENCE North 87°33'38" East with the north line of the said 322.2 acre tract and the south line of the said 36.557 acre tract, a distance of 2077.19 feet to a nail on top of fence post found for the southwest corner of the said 18.969 acre tract, being the southeast corner of the said 36.557 acre tract;

THENCE North 03°22'26" West with the west line of the said 18.969 acre tract and the east line of the said 36.557 acre tract, a distance of 799.24 feet to a 1/2" rebar with cap set for the northwest corner of the said 18.969 acre tract, being the northeast corner of the said 36.557 acre tract, being also in the south line of Tract 13, of said Suburbia Estates, from which a 1" iron pipe found for the southwest corner of said Tract 13, bears South 87°52'17" West, a distance of 29.26';

THENCE with the north line of the said 18.969 acre tract and the south line of said Suburbia Estates the following two (2) courses:

1. North 87°52'17" East, a distance of 768.71 feet to a 1/2" rebar found;
2. North 88°08'34" East, a distance of 200.05 feet to a fence post found for the southwest corner of said Tract 8, being the southeast corner of Tract 9, of said Suburbia Estates;

THENCE North 02°14'34" West with the west line of said Tract 8 and the east line of said Tract 9, a distance of 770.81 feet to a 1/2" rebar with cap set in the south right-of-way line of State Highway No. 71 (right-of-way width varies), being the northwest corner of said Tract 8, being also the northeast corner of said Tract 9, from which a 1" iron pipe found in the south right-of-way line of State Highway No. 71, being the northwest corner of said Tract 9, bears South 88°19'34" West, a distance of 199.91 feet;

THENCE North 87°42'55" East with the south right-of-way line of State Highway No. 71 and the north line of said Tract 8, a distance of 199.92 feet to a 1/2" rebar with cap found at highway station 834+61.74, right 162', being the northeast corner of said Tract 8, being also the northwest corner of said Tract 7;

THENCE North $87^{\circ}42'55''$ East with the south right-of-way line of State Highway No. 71 and the north line of said Tract 7, a distance of 199.70 feet to a $1/2''$ rebar with cap found at highway station 836+61.36, right 162', being the northeast corner of said Tract 7, being also the northwest corner of the said 1.563 acre tract;

THENCE North $87^{\circ}42'55''$ East with the south right-of-way line of State Highway No. 71 and the north line of the said 1.563 acre tract, a distance of 126.56 feet to a $1/2''$ rebar with cap set;

THENCE leaving the south right-of-way line of State Highway No. 71, with the north line of the said 1.563 acre tract the following three (3) courses:

1. South $02^{\circ}16'25''$ East, a distance of 75.00 feet to a $1/2''$ rebar with cap set;
2. North $87^{\circ}42'55''$ East, a distance of 40.00 feet to a $1/2''$ rebar with cap set;
3. North $02^{\circ}16'25''$ West, a distance of 75.00 feet to a $1/2''$ rebar with cap set in the south right-of-way line of State Highway No. 71;

THENCE with the south right-of-way line of State Highway No. 71 and the north line of the said 1.563 acre tract the following two (2) courses:

1. North $87^{\circ}42'55''$ East, a distance of 33.00 feet to a $1/2''$ rebar with cap found at highway station 838+60.98, right 162';
2. North $87^{\circ}38'38''$ East, a distance of 25.00 feet to a $1/2''$ rebar with cap set for the northeast corner of the said 1.563 acre tract, from which a $1/2''$ rebar found in the south right-of-way line of State Highway No. 71, being the northeast corner of Tract 5, of said Suburbia Estates, bears North $87^{\circ}38'38''$ East, a distance of 174.54 feet;

THENCE with the east line of the said 1.563 acre tract the following three (3) courses:

1. South $02^{\circ}16'25''$ East, a distance of 95.22 feet to a $1/2''$ rebar with cap set;
2. Along a curve to the right, an arc length of 267.15 feet, having a radius of 300.00 feet and a chord which bears South $23^{\circ}14'13''$ West, a distance of 258.41 feet to a $1/2''$ rebar with cap set;

3. South 48°44'51" West, a distance of 146.00 feet to a 1/2" rebar with cap set for the southernmost corner of the said 1.563 acre tract, being the northernmost corner of a 1.363 acre tract of land described in Volume 1570, Page 742 of the Deed Records of Bastrop County, Texas;

THENCE with the west line of the said 1.363 acre tract the following four (4) courses:

1. South 48°44'51" West, a distance of 164.51 feet to a 1/2" rebar with cap set;
2. Along a curve to the left, an arc length of 104.34 feet, having a radius of 257.78 feet and a chord which bears South 37°09'06" West, a distance of 103.63 feet to a 1/2" rebar with cap set;
3. South 25°33'20" West, a distance of 161.54 feet to a 1/2" rebar with cap set;
4. South 61°42'45" East, a distance of 50.27 feet to a 1/2" rebar with cap set for a southwest corner of the said 1.363 acre tract, being the westernmost corner of a 0.200 acre tract of land described in Volume 1570, Page 742 of the Deed Records of Bastrop County, Texas;

THENCE South 61°42'45" East with the south line of the said 0.200 acre tract, a distance of 176.18 feet to a 1/2" rebar with cap set in the east line of the said 18.969 acre tract, being the west line of the remainder of a 59.2 acre tract of land described in Volume 245, Page 502 of the Deed Records of Bastrop County, Texas;

THENCE with the east line of the said 18.969 acre tract and the west line of the remainder of the said 59.2 acre tract the following three (3) courses:


1. Along a curve to the right, an arc length of 252.12 feet, having a radius of 545.00 feet and a chord which bears South 41°29'37" West, a distance of 249.88 feet to a 1/2" rebar with cap set;
2. Along a curve to the left, an arc length of 490.59 feet, having a radius of 555.00 feet and a chord which bears South 29°27'23" West, a distance of 474.77 feet to a 1/2" rebar with cap found;
3. South 04°09'32" West, a distance of 122.43 feet to a 1/2" rebar with cap found for the southeast corner of the said 18.969 acre tract, being in the north line of the said 322.2 acre tract,

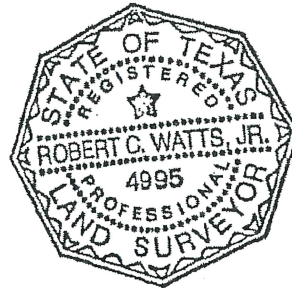
Page 7

THENCE North $87^{\circ}45'26''$ East with the north line of the said 322.2 acre tract and the south line of the remainder of the said 59.2 acre tract, a distance of 2189.13 feet to a $1/2''$ rebar with cap set in the west right-of-way of F.M. Highway No. 20, being the northeast corner of the said 322.2 acre tract, being also the southeast corner of the remainder of the said 59.2 acre tract, from which a concrete monument found in the west right-of-way line of F.M. Highway No. 20, bears North $29^{\circ}08'35''$ East, a distance of 317.96 feet;

THENCE South $29^{\circ}08'35''$ West with the west right-of-way of F.M. Highway No. 20 and the east line of the said 322.2 acre tract, a distance of 1941.61 feet to the POINT OF BEGINNING, containing 348.053 acres of land, more or less.

Surveyed on the ground in September, 2004. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 143-023-SK6.


Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



4-S-06

Exhibit "A"

Texas Commission on Environmental Quality

TECHNICAL MEMORANDUM

To: Michael D. Cowan, Division Director,
Water Supply Division

Date: April 12, 2007

Thru: *RC* Doug Holcomb, P.E., Manager, Utilities & Districts

RC Robert Cummins, P.E., Leader, Districts Review Team

From: *RN* Districts Review Team

Subject: Petition by J.D. Weaver/Bastrop, Ltd., for Creation of West Bastrop Village Municipal Utility District of Bastrop County; Pursuant to Texas Water Code Chapters 49 and 54.
TCEQ Internal Control No. 10262006-D15(TC)
CN: 603113952 - RN: 105093371

A. GENERAL INFORMATION

The petition within the application requests Texas Commission on Environmental Quality (the "Commission") approval of the creation of West Bastrop Village Municipal Utility District of Bastrop County (the "District"). The petition was signed by John Dale Weaver, Jr., President of and William S. Walters, III, Attorney-In-Fact for Brodie-Weaver, Inc., general partner of J.D. Weaver/Bastrop, Ltd (the "Petitioner"). According to the petition, the Petitioner states that there is one lien holder on the property, Plains Capital Bank, to be included in the proposed District. By separate affidavit, the lien holder has consented to the creation.

The District is proposed to be created and organized according to the terms and provisions of Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code.

Location and Access

The proposed District is located just southwest of the intersection of F.M. 20 and State Highway 71 in Bastrop County. Application material indicates that the proposed District is located about 2 miles east of the City of Bastrop. Access will be provided via S.H. 71 and F.M. 20.

Metes and Bounds Description

The proposed District contains one tract of land totaling 348.05 (351.56 less 3.51) acres. The metes and bounds description of the proposed District has been checked by the Commission's staff and has been found to form an acceptable closure.

Michael D. Cowan, Division Director, Water Supply Division
April 12, 2007
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City Consent

The petition asserts that the land within the proposed District is located within the extraterritorial jurisdiction of the City of Bastrop. By Resolution No. R-2006-24, effective August 22, 2006, the City of Bastrop, Texas, granted its consent to the creation of the proposed District. Accordingly, the requirements of Tex. Water Code 54.016 and Tex. Loc. Gov't. Code 42.042 have been met.

Statements of Filing Petition

Evidence of filing the petition with the Bastrop County Clerk's office and TCEQ's Austin Regional office has been provided.

Type of Project

The proposed District will be considered a "developer project" as defined by Commission rules. Therefore, developer cost participation, in accordance with Commission Rule, 30 TAC Section 293.47, will be required.

Certificate of Ownership

By certificate dated March 19, 2007, the Bastrop Central Appraisal District has certified that the tax rolls indicate that J.D. Weaver/Bastrop LTD., is the owner of the property in the proposed District. The documents provided support that the petitioner owns a majority in value of the land in the proposal District.

Temporary Director Affidavits

The Commission has received affidavits for Commission consideration of the appointment of temporary directors for the following:

Jeanmarie Ficken
Julie Huls

Lynn Frank
Mike Schoenfeld, Jr.

Kalinda Howe

Each of the above persons named is qualified, as required by 30 TAC Section 293.32(a), to serve as a temporary director of the proposed District since each: (1) is at least 18 years old; (2) is a resident of the State of Texas; and (3) either owns land subject to taxation within the proposed District, or is a qualified voter within the District.

Developer Qualifications

The information provided states that the developer will be Bastrop Village, Ltd. which includes Mr. Dave Mahn and Mr. Terry Mitchell. Mr. Terry Mitchell will be the project manager of the proposed District, and has extensive experience in single family home development.

Notice

Proper notice of the application was published in the Bastrop Advertiser a newspaper regularly published or circulated in Bastrop County where the district is proposed to be located, on December 23 and 30, 2006, and posted in Bastrop County Courthouse on a bulletin board used for posting legal notices, on December 22, 2006. Accordingly, the notice requirements of 30 TAC Section 293.12 (b) have been satisfied.

B. SPECIAL CONSIDERATIONS

None.

C. CONCLUSIONS

1. Based on Commission policy, compliance with Commission rules, and review of the engineering report and supporting documents, the proposed District is considered feasible, practicable, would be a benefit to the land within the proposed District, and would be necessary as a means to finance utilities and to provide utility service to future customers.
2. Based on a review of the preliminary engineering report, market study, the proposed District funding a portion of water, wastewater, and drainage facilities, a combined projected tax rate of \$1.00, proposed District obtaining a 6.0% bond coupon interest rate, and other supporting data, the proposed District is considered feasible under the feasibility limits prescribed by Commission Rule, 30 TAC Section 293.59.
3. The recommendations are made under the authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

D. RECOMMENDATIONS

1. Grant the petition for creation of West Bastrop Village Municipal Utility District of Bastrop County.
2. The order granting the petition should include the following statements:

"This order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the petition for creation, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for Commission consideration."

"This order shall not constitute approval or recognition of the validity of any provision in the City of

Bastrop creation consent Resolution No. R-2006-24, effective August 22, 2006, and any other ordinance/resolution incorporated therein by reference to the extent that such provisions exceed the authority granted to the City of Bastrop by the laws of the State of Texas."

3. Appoint the following persons to serve as temporary directors until permanent directors are elected and qualified:

Jeanmarie Ficken	Lynn Frank	Kalinda Howe
Julie Huls	Mike Schoenfeld, Jr.	

E. FEASIBILITY OF PROJECT

Market Study

A market study, prepared by Capitol Market Research, Inc., has been submitted in support of the creation of the proposed District. The market study indicates the proposed District will contain 1,100 single-family homes ranging in value from \$115,000 to \$200,000 per unit on 35 to 60-foot lots, and are expected to be absorbed at a rate of approximately 120 to 125 units per year. Absorption is expected to begin in June 2007.

Project Financing

The estimated total assessed valuation of the proposed District at completion is as follows:

Units	Number of Units Planned	Average Unit Value	Total Value at Build-out
1,095	Single Family Homes	\$165,753	\$181,500,000
Total Assessed Value:			\$181,500,000

Considering an estimated bond issue requirement of \$44,830,000 (assuming 70% financing), a coupon bond interest rate of 6.0%, and a 25-year bond life, the average annual debt service requirement would be approximately \$3,506,904. Assuming a 95% collection rate and an ultimate assessed valuation of \$181,500,000, a tax rate of approximately \$2.03 per \$100 assessed valuation would be necessary to meet the annual debt service requirements.

However, a preliminary cash flow analysis was provided showing the issuance of \$20,300,000 in bonds, an estimated interest rate of 6.0%, a tax collection rate of 95%, an ultimate assessed valuation of \$181,500,000, and a tax rate of approximately \$0.95 per \$100 to meet the annual debt service requirement. Application material projects a \$0.05 per \$100 assessed value operation and maintenance tax. The application recognizes that the developer will need to contribute additional amounts (above the standard 30%) toward facilities costs to keep the tax rate within required limits.

The total year 2005 overlapping tax rates on land within the proposed District are shown in the following table:

Taxing Jurisdiction	Tax per \$100 valuation
Bastrop County General Fund	\$0.5153
Bastrop County Road District	\$0.1230
Bastrop ISD	\$1.7280
Proposed West Bastrop Village MUD	<u>\$1.0000</u>
Total tax per \$100 valuation	\$3.3663

Based on the proposed District tax rate and the year 2005 overlapping tax rate on land within the proposed District, the project is considered economically feasible.

Water and Wastewater Rates

According to information provided, the following single-family water and wastewater rates are anticipated:

Water:	Monthly charge	\$19.95
	0 - 10,000 gallons	\$2.95 per 1,000 gallons
Wastewater:	Monthly Charge (0 - 3,000 gallons)	\$14.58
	3,000 - 5,000 gallons	\$1.32 per 1,000 gallons
	5,001 - 10,000 gallons	\$1.49 per 1,000 gallons

Based on the above rates, the estimated monthly fee for 10,000 gallons of water and wastewater would be \$74.12.

Comparative Water District Tax Rates

An overlapping tax rate of \$3.37 for the proposed District is on the high end compared to other districts in the area. Based on the requirements of Commission Rule 293.59, this project is economically feasible.

F. PURPOSE

Land Use

The land use for the proposed District is projected in the following table:

Development	Acres	ESFCs
Single-Family Residential	233.73	955
Condo/Townhome	14.12	140
Commercial/Retail/Office	3.03	25
Amenity Center	1.42	16
School	13.61	35
Fire Station	2.60	10
Open Space	51.64	0
Detention Pond	7.88	0
Floodplain	19.87	0
Total	347.90	1,181

Availability of Comparable Service

The creation engineering report indicates the proposed District is entirely within the Certificate of Convenience and Necessity ("CCN") of Aqua Water Supply Corporation ("Aqua"). The proposed District is negotiating with Aqua to obtain its water supply. The proposed District is also planning to negotiate wastewater treatment services from the City of Bastrop. No other water supply or wastewater treatment services are available in the area. All water, wastewater, and drainage projects will be designed and constructed in accordance with criteria of the City of Bastrop, Bastrop County, Aqua and the TCEQ.

Water Supply and Distribution Improvements

The proposed District intends on receiving water from and being a wholesale customer of Aqua. The proposed District will pay impact fees to Aqua, and plans to fund storage and pump station improvements. The proposed District will construct and own its water distribution system. The water distribution system at full development is anticipated to consist of a network of arterial and connecting loop mains, including 51,975 linear feet ("LF") of 8 – 12-inch pipe.

Wastewater Collection and Treatment Improvements

The proposed District is located within the ETJ of the City and plans to obtain wastewater treatment from the City. The proposed District will pay impact fees to the City. Wastewater will be collected in a gravity system to pump stations where it will be pumped into an off-site gravity line to the City's

Michael D. Cowan, Division Director, Water Supply Division
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wastewater treatment plant. The internal wastewater collection system will consist of 46,980 LF of 6 – 12-inch pipe.

Drainage Improvements

The storm drainage within the proposed District will consists of curb inlets, and 38,270 LF of storm sewer lines with pipe diameters ranging from 18 inches to 60 inches. The proposed drainage system will convey flows to detention ponds, before discharging into Cedar Creek and eventually into the Colorado River.

G. DESCRIPTION AND IMPACT ON NATURAL RESOURCES

The preliminary engineering report includes the following findings:

Topography

The area within the proposed District is relatively flat. The land elevation ranges from approximately 400 feet mean sea level (msl) to 475 feet msl. The developer has no plans to significantly alter the topography of the land in the proposed District.

Floodplain

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map Number 48021C0335E, dated January 19, 2006, indicates approximately 19.87 acres of land in the proposed District lies within the 100-year flood plain. All of this area will be designated as open space or detention sites.

Land Elevation

The development planned for the proposed District is not expected to significantly alter land elevations. Some portions of the land will be lowered for detention and drainage, and some portions will be raised to provide for effective drainage.

Subsidence

The proposed District plans to obtain its water supply from Aqua. Aqua's current source is wells located in the Carrizo-Wilcox Aquifer. The Lost Pines Underground Water District permits wells in Bastrop County. There are no significant issues with subsidence in the area and the proposed District is expected to have negligible effect on subsidence.

Groundwater Levels

The proposed District water supply will be obtained from Aqua. Aqua's main source of water is from wells located in the Carrizo-Wilcox aquifer, which has a substantial amount of water to serve the area. Therefore, the proposed District should have little to no effect on groundwater levels.

Groundwater Recharge

The proposed District is within the outcrop zone of the Carrizo-Wilcox aquifer. However, compared to the overall size of the recharge zone, the proposed District is not expected to significantly affect recharge capability of the aquifer.

Natural Run-off and Drainage

The surface drainage will flow into the tributaries of Cedar Creek, which is a tributary of the Colorado River. Detention storage will mitigate the impact of development on downstream landowners. Therefore, there should be minimal effects on downstream runoff rates.

Water Quality

The proposed District should be minimal effect on the water quality.

H. SUMMARY OF COSTS

<u>Construction Costs</u>	<u>Total Cost</u>	<u>District Cost⁽¹⁾</u>
A. Developer Contribution Items		
1. Water Distribution System	\$ 6,367,500	\$ 4,457,250
2. Wastewater Collection	9,444,000	6,610,800
3. Storm Drainage System	4,564,000	3,194,800
4. Detention Ponds	2,352,550	1,646,785
5. Excavation	604,430	423,101
6. 404 Permitting & Mitigation	1,750,000	1,225,000
7. Contingency (23% of items 1-6)	5,768,970	4,038,279
8. Engineering (15% of items 1-6)	<u>3,762,372</u>	<u>2,633,660</u>
Total Developer Contribution Items	\$34,613,822	\$ 24,229,675
B. <u>District Items</u>		
1. Water Connection Fees		\$ 2,800,000
2. Wastewater Connection Fees		2,500,000
3. Off-site Water Storage Facilities		472,400
4. Water Pump Station		400,000
5. Off-site Wastewater Improvements		450,000
6. Contingency (23% of items 3-5)		304,152

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7. Engineering, Surveying & Permitting (15% of items 3-5)	198,360
8. Land Costs	80,000
Total District Items	\$ 7,204,912
TOTAL CONSTRUCTION COSTS (70.1 % of BIR)	\$31,434,587

Non-Construction Costs

A. Legal Fees (3.0%)	\$ 1,344,900
B. Fiscal Fees (2.0%)	896,600
C. Interest Costs	
1. Capitalized Interest (2 years @ 6.0%)	5,379,600
2. Developer Interest (2 years @ 6.0%)	3,772,150
D. Bond Discount (3.0%)	1,344,900
E. Operating Costs	150,358
F. Creation Costs	100,000
G. Bond Application Report	250,000
H. Attorney General's Fee (0.1% of BIR)	44,830
I. TCEQ Bond Issuance Fee (0.25%)	112,075
TOTAL NON-CONSTRUCTION COSTS (30.0%BIR)	\$ 13,395,413
TOTAL BOND ISSUE REQUIREMENT	\$44,830,000
PROPOSED ELIGIBLE BOND ISSUE REQUIREMENT	\$20,300,000

Note: (1) Consider that the District pays 70% and the developer contributes 30%.

Eligibility of costs and 30% developer contribution requirements will be determined in accordance with Commission rules in effect at the time bond applications are reviewed.

I. ADDITIONAL INFORMATION

The petitioner's professional representatives are as follows:

Attorney: Ms. Sue Brooks Littlefield – Armbrust & Brown L.L.P.
Engineer: Mr. Sam W. Jones, P.E – Sam Jones Consulting, Inc.
Market Analyst: Mr. Charles H. Heimsath - Capitol Market Research



Greg Charles
Districts Review Team

1 inch = 2,100 feet

Date: 8/6/2017

The accuracy and precision of this cartographic data is limited and should be used for informational purposes only. This data does not replace surveying conducted by registered Texas land surveyors. The City of El Paso does not warrant, represent, or assume any liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that this use would not infringe upon privately owned rights.

Exhibit C



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

TPDES PERMIT NO. WQ0011076001
[For TCEQ office use only - EPA I.D.
No. TX0032671]

This is a renewal that replaces TPDES
Permit No. WQ0011076001 issued
October 16, 2009.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Bastrop

whose mailing address is

P. O. Box 427
Bastrop, Texas 78602-0427

is authorized to treat and discharge wastes from the East Bastrop Wastewater Treatment
Facility, SIC Code 4952

located at 300 Water Street, Bastrop in Bastrop County, Texas 78602

directly to the Colorado River Above La Grange in Segment No. 1434 of the Colorado River
Basin

only according with effluent limitations, monitoring requirements and other conditions set forth
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does
not grant to the permittee the right to use private or public property for conveyance of
wastewater along the discharge route described in this permit. This includes, but is not limited
to, property belonging to any individual, partnership, corporation, or other entity. Neither does
this permit authorize any invasion of personal rights nor any violation of federal, state, or local
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be
necessary to use the discharge route.

This permit shall expire at midnight, **September 1, 2019.**

ISSUED DATE: December 3, 2014

A handwritten signature in black ink, appearing to read "R. A. Hylleberg".

For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 001

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.4 million gallons per day (MGD); nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,722 gallons per minute (gpm).

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Min. Self-Monitoring Requirements</u>	
	<u>Daily Avg</u> mg/l (lbs/day)	<u>7-day Avg</u> mg/l	<u>Daily Max</u> mg/l	<u>Report Daily Avg. & Daily Max.</u> Measurement Frequency	<u>Sample Type</u>
Flow, MGD	Report	N/A	Report	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (117)	15	25	Two/week	Composite
Total Suspended Solids	15 (175)	25	40	Two/week	Composite
Ammonia Nitrogen	2 (23)	4	10	Two/week	Composite
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	399	One/week	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 5.0 mg/l and shall be monitored twice per week by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the n th root of the product of all measurements made in a calendar month, where n equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
 - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
 - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
- 4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
- 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
- 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING AND REPORTING REQUIREMENTS

1. Self-Reporting

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, a monthly effluent report shall be submitted each month, to the Enforcement Division (MC 224), by the 20th day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be reported on an approved self-report form that is signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

- c. Records of monitoring activities shall include the following:
 - i. date, time and place of sample or measurement;
 - ii. identity of individual who collected the sample or made the measurement.
 - iii. date and time of analysis;
 - iv. identity of the individual and laboratory who performed the analysis;
 - v. the technique or method of analysis; and
 - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Enforcement Division (MC 224).

7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
 - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
 - i. Unauthorized discharges as defined in Permit Condition 2(g).
 - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
 - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
 - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
 - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

- i. One hundred micrograms per liter (100 µg/L);
 - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. Five hundred micrograms per liter (500 µg/L);
 - ii. One milligram per liter (1 mg/L) for antimony;
 - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
10. Signatories to Reports
- All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
11. All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Executive Director of the following:
- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
 - b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
 - c. For the purpose of this paragraph, adequate notice shall include information on:
 - i. The quality and quantity of effluent introduced into the POTW; and
 - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

PERMIT CONDITIONS

1. General
 - a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.

- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
 - i. Violation of any terms or conditions of this permit;
 - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
 - c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.
2. Compliance
- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
 - b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
 - c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
 - d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
 - e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
 - f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
 - g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.

- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
 - i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).
- 3. Inspections and Entry
 - a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
 - b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.
- 4. Permit Amendment and/or Renewal
 - a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
 - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

- ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;
 - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
 - c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
 - d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
 - e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
 - f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.

- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
 - i. the permittee;
 - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
 - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
 - i. the name of the permittee and the permit number(s);
 - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
 - iii. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
 - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
 - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not

confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.
 - a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 169) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
 - c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and

related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
 - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
 - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
 - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Environmental Cleanup Section (MC 127) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
 - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Registration, Review, and Reporting Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
 - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
 - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
 - i. Volume of waste and date(s) generated from treatment process;
 - ii. Volume of waste disposed of on-site or shipped off-site;

- iii. Date(s) of disposal;
- iv. Identity of hauler or transporter;
- v. Location of disposal site; and
- vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

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SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site or co-disposal landfill. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of sludge. This provision does not authorize land application of Class A Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I Toxicity Characteristic Leaching Procedure (TCLP) or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to:

Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following methods to ensure that the sludge meets either the Class A or Class B pathogen requirements.

- a. Six alternatives are available to demonstrate compliance with Class A sewage sludge. The first 4 options require either the density of fecal coliform in the sewage sludge be less than 1000 Most Probable Number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. Below are the additional requirements necessary to meet the definition of a Class A sludge.

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information.

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%.

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information.

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of shall be treated in one of the processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion.

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of shall be treated in a process that has been approved by the U.S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and

- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
 - ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
 - iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
 - iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
 - v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
 - vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
 - vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
 - viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
 - ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.
4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.

- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 9 -
- i. Sewage sludge shall be injected below the surface of the land.
 - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
 - iii. When sewage sludge that is injected below the surface of the land

is Class A with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

- Alternative 10-
- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
 - ii. When sewage sludge that is incorporated into the soil is Class A with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- annually
PCBs	- annually

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

() The amount of bulk sewage sludge applied to the land (dry weight basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

<u>Pollutant</u>	<u>Cumulative Pollutant Loading Rate</u> (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	<u>Monthly Average Concentration</u> (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
 - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
 - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
 - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
 - a. The location, by street address, and specific latitude and longitude, of each land application site.
 - b. The approximate time period bulk sewage sludge will be applied to the site.
 - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative for a

period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

"I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
 - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
 - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
 - c. The number of acres in each site on which bulk sludge is applied.
 - d. The date and time sludge is applied to each site.
 - e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
 - f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30 of each year the following information:

1. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
2. The frequency of monitoring listed in Section I.C. that applies to the permittee.
3. Toxicity Characteristic Leaching Procedure (TCLP) results.
4. Identity of hauler(s) and TCEQ transporter number.
5. PCB concentration in sludge in mg/kg.
6. Date(s) of disposal.
7. Owner of disposal site(s).
8. Texas Commission on Environmental Quality registration number, if applicable.
9. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
10. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
11. Level of pathogen reduction achieved (Class A or Class B).
12. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.
13. Vector attraction reduction alternative used as listed in Section I.B.4.
14. Annual sludge production in dry tons/year.
15. Amount of sludge land applied in dry tons/year.
16. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
17. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.

- a. The location, by street address, and specific latitude and longitude.
- b. The number of acres in each site on which bulk sewage sludge is applied.
- c. The date and time bulk sewage sludge is applied to each site.
- d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
- e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year the following information:

1. Toxicity Characteristic Leaching Procedure (TCLP) results.
2. Annual sludge production in dry tons/year.
3. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
4. Amount of sludge transported interstate in dry tons/year.
5. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
6. Identity of hauler(s) and transporter registration number.
7. Owner of disposal site(s).
8. Location of disposal site(s).
9. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

OTHER REQUIREMENTS

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category B facility must be operated by a chief operator or an operator holding a Category B license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. Chronic toxic criteria apply at the edge of the mixing zone. The mixing zone is defined as 300 feet downstream and 100 feet upstream from the point of discharge.
4. The permittee is hereby placed on notice that this permit may be reviewed by the TCEQ after the completion of any new intensive water quality survey on Segment No. 1434 of the Colorado River Basin and any subsequent updating of the water quality model for Segment No. 1434, in order to determine if the limitations and conditions contained herein are consistent with any such revised model. The permit may be amended, pursuant to 30 TAC §305.62, as a result of such review. The permittee is also hereby placed on notice that effluent limits may be made more stringent at renewal based on, for example, any change to modeling protocol approved in the TCEQ Continuing Planning Process.
5. The permittee shall provide facilities for the protection of its wastewater treatment facilities from a 100-year flood.
6. In accordance with 30 TAC §319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, 1/week may be reduced to 2/month. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.

CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS

1. The following pollutants may not be introduced into the treatment facility:
 - a. Pollutants which create a fire or explosion hazard in the publicly owned treatment works (POTW), including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR § 261.21;
 - b. Pollutants which will cause corrosive structural damage to the POTW, but in no case shall there be discharges with pH lower than 5.0 standard units, unless the works are specifically designed to accommodate such discharges;
 - c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW, resulting in Interference;
 - d. Any pollutant, including oxygen demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW;
 - e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference but in no case shall there be heat in such quantities that the temperature at the POTW treatment plant exceeds 104 degrees Fahrenheit (40 degrees Celsius) unless the Executive Director, upon request of the POTW, approves alternate temperature limits;
 - f. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
 - g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; and
 - h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.
2. The permittee shall require any indirect discharger to the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act, including any requirements established under 40 CFR Part 403rev. *Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798.*
3. The permittee shall provide adequate notification to the Executive Director care of the Wastewater Permitting Section (MC 148) of the Water Quality Division within 30 days subsequent to the permittee's knowledge of either of the following:
 - a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Any notice shall include information on the quality and quantity of effluent to be introduced into the treatment works, and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

Revised July 2007

48-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this Section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency and Methodology

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival of the test organisms.
- b. The permittee shall conduct the following toxicity tests utilizing the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition" (EPA-821-R-02-012), or its most recent update

- 1) Acute static renewal 48-hour definitive toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.
- 2) Acute static renewal 48-hour definitive toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and submit a valid test for each test species during the required reporting period for that species. A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution. A repeat test shall include the control and all effluent dilutions and use the appropriate number of organisms and replicates, as specified above. An invalid test is herein defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These additional effluent concentrations are 3%, 4%, 5%, 7%, and 9% effluent. The critical dilution, defined as 7% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, a Chemical-Specific (CS) limit, a Best Management Practice (BMP), or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.
- e. Testing Frequency Reduction
 - 1) If none of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee may submit this information in writing and, upon approval, reduce the testing frequency to once per six

months for the invertebrate test species and once per year for the vertebrate test species.

- 2) If one or more of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee shall continue quarterly testing for that species until the permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant lethal effects, the permittee will resume a quarterly testing frequency for that species until the permit is reissued.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fails to meet any of the following criteria:
 - 1) a control mean survival of 90% or greater;
 - 2) a Coefficient of Variation percent (CV%) of 40 or less for both the control and critical dilution. However, if significant lethality is demonstrated, a CV% greater than 40 shall not invalidate the test. The CV% requirement does not apply when significant lethality occurs.
- b. Statistical Interpretation
 - 1) For the water flea and fathead minnow tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced above, or its most recent update.
 - 2) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The EPA manual, "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004), provides guidance on determining the validity of test results.
 - 3) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 90% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
 - 4) The NOEC is defined as the greatest effluent dilution at which no significant lethality is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which significant lethality is demonstrated. Significant lethality is herein defined as a statistically significant difference between the survival of the test organism(s) in a specified effluent dilution compared to the survival of the test organism(s) in the control (0% effluent).

- 5) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 2 above.
- 6) Pursuant to the responsibility assigned to the permittee in Part 2.b.2), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The above-referenced guidance manual will be used when making a determination of test acceptability.
- 7) Staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests shall be the receiving water collected at a point upstream of the discharge as close as possible to the discharge point, but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall; (a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge, or (b) utilize the closest downstream perennial water unaffected by the discharge.
- 2) Where the receiving water proves unsatisfactory as a result of preexisting instream toxicity (i.e. fails to fulfill the test acceptance criteria of item 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
 - a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of item 2.a;
 - b) the test indicating receiving water toxicity was carried out to completion;
 - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3 of this Section.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.

d. Samples and Composites

- 1) The permittee shall collect a minimum of two composite samples from Outfall 001. The second composite sample will be used for the renewal of the dilution concentrations for each toxicity test.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for the subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum numbers of effluent portions, and the sample holding time, are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The effluent composite sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.
- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in any Part of this Section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced above, or its most recent update, for every valid and invalid toxicity test initiated whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
 - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12 month period.
 - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6 month period.

- 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th, for biomonitoring conducted during the previous calendar quarter.
 - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
- 1) For the water flea, Parameter TEM3D, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For the water flea, Parameter TOM3D, report the NOEC for survival.
 - 3) For the water flea, Parameter TXM3D, report the LOEC for survival.
 - 4) For the fathead minnow, Parameter TEM6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 5) For the fathead minnow, Parameter TOM6C, report the NOEC for survival.
 - 6) For the fathead minnow, Parameter TXM6C, report the LOEC for survival.
- d. Enter the following codes for retests only:
- 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

4. Persistent Toxicity

The requirements of this Part apply only when a toxicity test demonstrates significant lethality. Significant lethality is defined as a statistically significant difference between the survival of the test organisms at the critical dilution when compared to the survival of the test organisms in the control.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates significant lethality. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.
- b. If one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.
- c. The provisions of item 4.a. are suspended upon completion of the two retests and

submittal of the TRE Action Plan and Schedule defined in Part 5 of this Section.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:
 - 1) Specific Activities - The TRE Action Plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled, "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003), or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled, "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
 - 2) Sampling Plan - The TRE Action Plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/ identification/ confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant(s) and source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant(s) and source(s) of effluent toxicity;
 - 3) Quality Assurance Plan - The TRE Action Plan should address record keeping and data evaluation, calibration and standardization, baseline

tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, as well as mechanisms to detect artifactual toxicity; and

- 4) Project Organization - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE Action Plan and Schedule, the permittee shall implement the TRE with due diligence.
- d. The permittee shall submit quarterly TRE Activities Reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical specific analyses for the identified and suspected pollutant(s) performed during the quarter;
 - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
 - 3) any data and substantiating documentation which identifies the pollutant(s) and source(s) of effluent toxicity;
 - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
 - 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
 - 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the permittee may end the TRE. A "cessation of lethality" is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the "cessation of lethality" provision once.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a

single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. "Corrective actions" are herein defined as proactive efforts which eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall provide information pertaining to the specific control mechanism(s) selected that will, when implemented, result in reduction of effluent toxicity to no significant lethality at the critical dilution. The report will also provide a specific corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.
- h. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and to specify CS limits.

TABLE 1 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

Dates and Times No. 1 FROM: _____ Date Time TO: _____ Date Time
 Composites
 Collected No. 2 FROM: _____ TO: _____

Test initiated: _____ am/pm _____ date
 Dilution water used: _____ Receiving water _____ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent (%)					
		0%	3%	4%	5%	7%	9%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

*Coefficient of Variation = Standard Deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (7%): _____ YES _____ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = _____ % effluent

2) LOEC survival = _____ % effluent

TABLE 1 (SHEET 2 OF 2)

FATHEAD MINNOW SURVIVAL

Dates and Times No. 1 FROM: _____ Date Time TO: _____ Date Time
 Composites
 Collected No. 2 FROM: _____ TO: _____

Test initiated: _____ am/pm _____ date

Dilution water used: _____ Receiving water _____ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent (%)					
		0%	3%	4%	5%	7%	9%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

* Coefficient of Variation = standard deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (7%): _____ YES _____ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = _____ % effluent

2) LOEC survival = _____ % effluent

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 001 for whole effluent toxicity testing (biomonitoring)

1. Scope, Frequency and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this Section. Such testing will determine compliance with the Surface Water Quality Standard, 307.6(e)(2)(B), of greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests utilizing the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition" (EPA-821-R-02-012), or its most recent update:
 - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution.
 - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is herein defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit. All test results, valid or invalid, must be submitted as described below.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, a Best Management Practice (BMP), Chemical-Specific (CS) limits, or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.

2. Required Toxicity Testing Conditions

- a. Test Acceptance – The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.
- b. Dilution Water - In accordance with item 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.

c. Samples and Composites

- 1) The permittee shall collect one composite sample from Outfall 001.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report required in Part 3 of this Section.
- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in any Part of this Section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted pursuant to this permit in accordance with the manual referenced above, or its most recent update, for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
 - 1) Semiannual biomonitoring test results are due on or before January 20th and July 20th for biomonitoring conducted during the previous 6 month period.
 - 2) Quarterly biomonitoring test results are due on or before January 20th, April 20th, July 20th, and October 20th, for biomonitoring conducted during the previous calendar quarter.
- c. Enter the following codes for the appropriate parameters for valid tests only:
 - 1) For the water flea, Parameter TIE3D, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."
 - 2) For the fathead minnow, Parameter TIE6C, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if

the mean survival is less than or equal to 50%, enter "1."

d. Enter the following codes for retests only:

- 1) For retest number 1, Parameter 22415, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."
- 2) For retest number 2, Parameter 22416, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

4. Persistent Mortality

The requirements of this Part apply when a toxicity test demonstrates significant lethality, here defined as a mean mortality of 50% or greater to organisms exposed to the 100% effluent concentration after 24-hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These additional effluent concentrations are 6%, 13%, 25%, 50% and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5 of this Section.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:
 - 1) Specific Activities - The TRE Action Plan shall specify the approach the

permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled, "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003), or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled, "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;

- 2) Sampling Plan - The TRE Action Plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/ identification/ confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant(s) and source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant(s) and source(s) of effluent toxicity;
 - 3) Quality Assurance Plan - The TRE Action Plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, as well as mechanisms to detect artifactual toxicity; and
 - 4) Project Organization - The TRE Action Plan should describe the project staff, manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE Action Plan and Schedule, the permittee shall implement the TRE with due diligence.
- d. The permittee shall submit quarterly TRE Activities Reports concerning the progress of the TRE. The quarterly TRE Activities Reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant(s) performed during the quarter;
 - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;

- 3) any data and substantiating documentation which identifies the pollutant(s) and source(s) of effluent toxicity;
- 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
- 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
- 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the permittee may end the TRE. A "cessation of lethality" is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the "cessation of lethality" provision once.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. "Corrective actions" are herein defined as proactive efforts which eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall specify the control mechanism(s) that will, when

implemented, reduce effluent toxicity as specified in item 5.g. The report will also specify a corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.

- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE.

The requirement to comply with 307.6(e)(2)(B) may be exempted upon proof that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g. metals) form a salt compound. Following the exemption, the permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and to specify a CS limit.

TABLE 2 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN*						

Enter percent effluent corresponding to the LC₅₀ below:

24 hour LC₅₀ = _____% effluent

TABLE 2 (SHEET 2 OF 2)
FATHEAD MINNOW SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC₅₀ below:

24 hour LC₅₀ = _____% effluent

Exhibit D

LAST SAVED BY: BROODENSCHEITZ

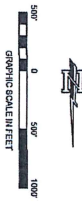
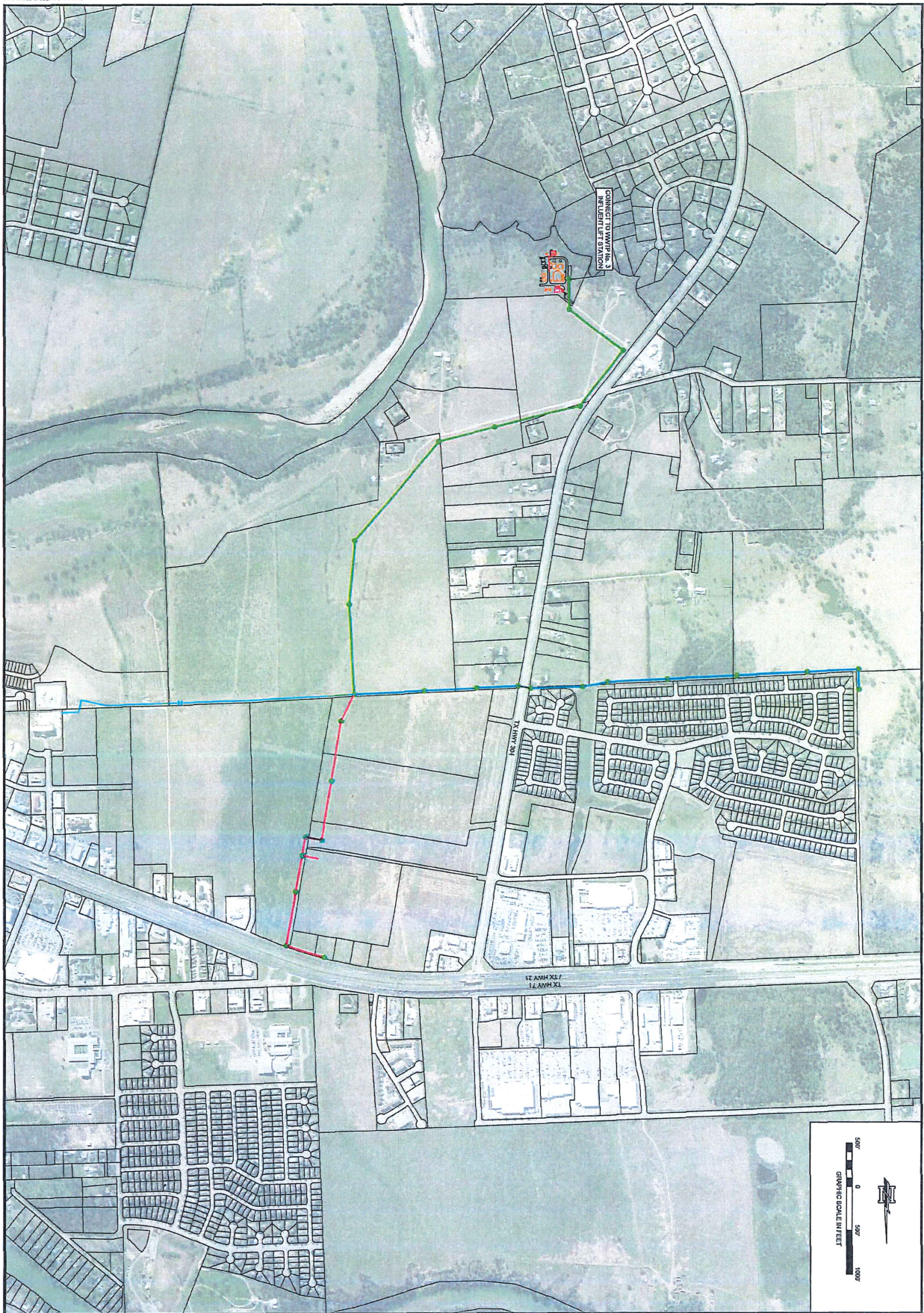
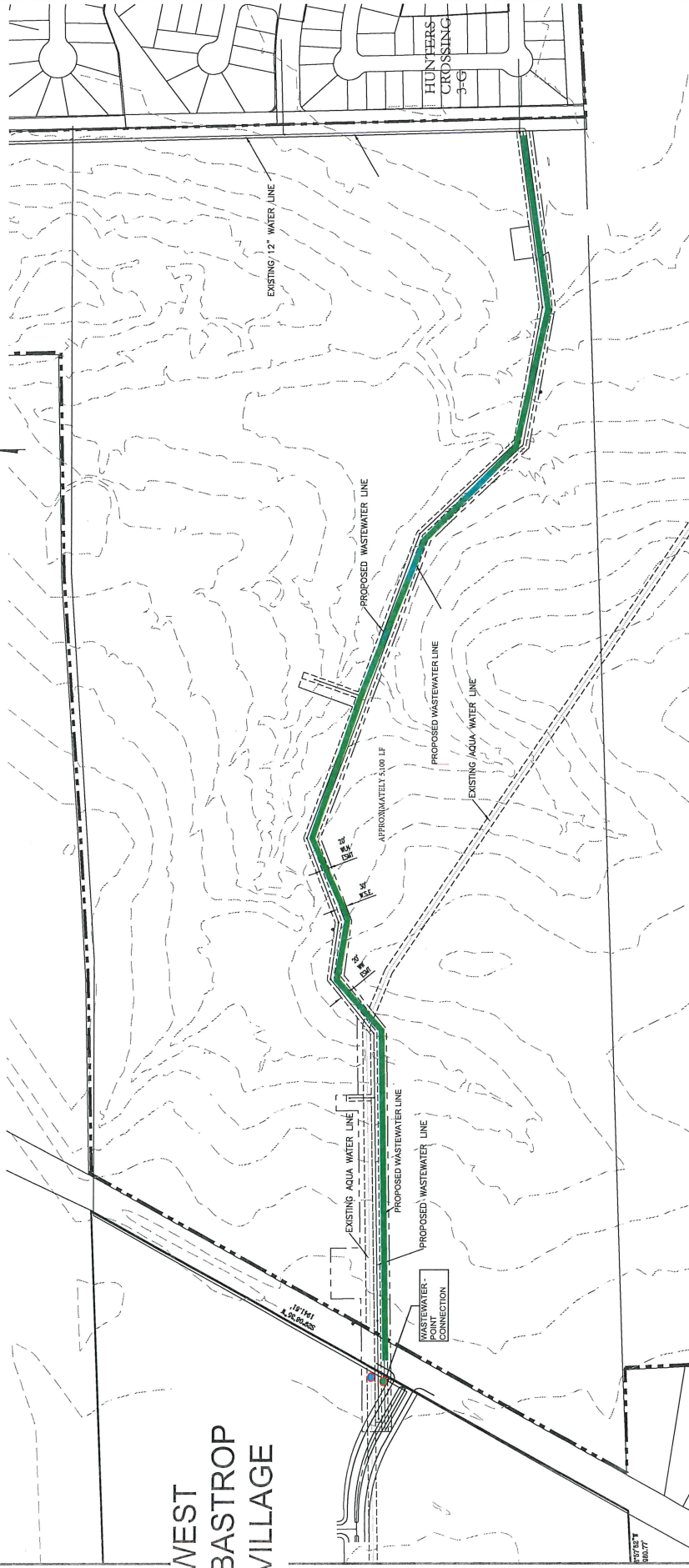


EXHIBIT	KSA 4833 Spohnwood Springs Rd., Suite 204 Austin, Texas 78759 T: 512-342-6688 F: 512-342-9115 www.ksa.com	DESIGNED BY: BWS	CITY OF BASTROP, TEXAS WESTSIDE COLLECTION SYSTEM IMPROVEMENTS	OPTION 1 WESTSIDE COLLECTION SYSTEM IMPROVEMENTS OVERALL MAP	MARK	REVISION	DATE
		DESIGNED BY: JRO					
		LATEST REVISION: 6/27/2019					
		KSA JOB NO.: BAS.008C					
PROJECT NAME:		SHEET NAME:		DRAWING PATHNAME (LAYOUT) (PLOT DATE) - TWS			
PROJECT TITLE: --- CITY XX, TEXAS							

EXHIBIT E: Trunk Main West



WEST
BASTROP
VILLAGE

WASTEWATER-
CONNECTION

APPROXIMATE 5.00 LF

EXISTING AQUA WATER LINE

PROPOSED WASTEWATER LINE

PROPOSED WASTEWATER LINE

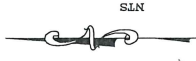
PROPOSED AQUA WATER LINE

PROPOSED WASTEWATER LINE

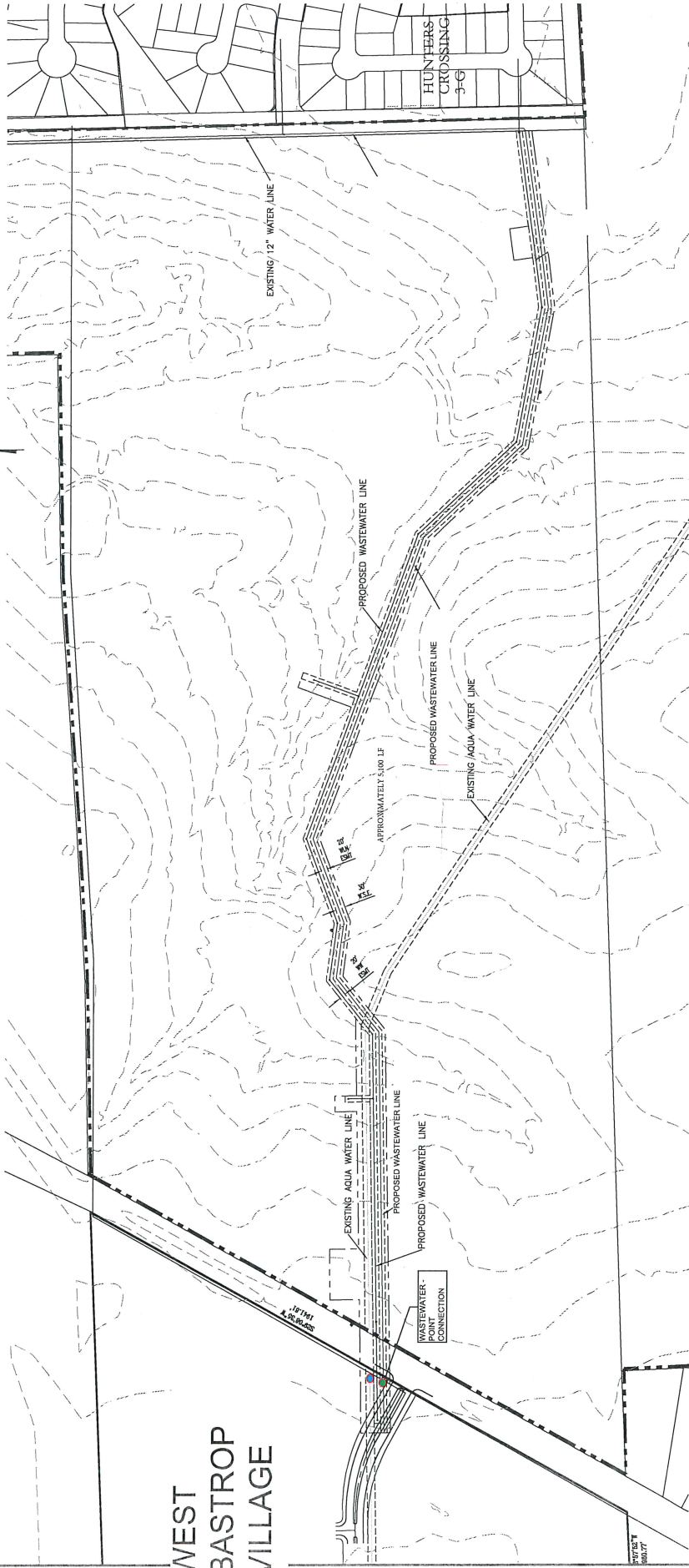
EXISTING 12" WATER LINE

HUNTERS
CROSSING
3-6

EXHIBIT F: Easement Trunk Main West



NTS



WEST
BASTROP
VILLAGE

HUNTERS
CROSSING
3-6

Exhibit G



Ultra Mag And SIGNAL CONVERTER



DESCRIPTION

MODELS UM06 AND UM08 FLANGED TUBE *ULTRA MAG* meters are manufactured to the highest standard available for magmeters. They incorporate microprocessor technology to offer very low flows and broad range ability. The flanged end tube design permits use in a wide range of applications with up to 300 PSI working pressure. Flanged ends are:

- Steel AWWA Class "D" flat face flanges (150 PSI) for UM06
- Steel AWWA Class "F" raised face flanges (300 PSI) for UM08 (2", 3", and $\geq 14"$)
- Steel ANSI 300 lb. Raised Face Flanges for UM08 (4" - 12")

The fabricated tube is stainless steel with steel or stainless steel flanges and is lined with UltraLiner™, an NSF approved, fusion bonded epoxy material.

INSTALLATION is made similar to placing a short length of flanged end pipe in the line. The meter can be installed vertically, horizontally, or inclined on suction or discharge lines. The meter must have a full pipe of liquid for proper operation. Fluid must be grounded to the downstream flange of the sensor either via internal grounding electrodes (4 - 12") or using McCrometer 316 SS Grounding Rings. For best performance, grounding rings are recommended for all sizes. Any 90 or 45 degree elbows, valves, partially opened valves, etc. should not be placed closer than one pipe diameters upstream and zero pipe diameters downstream. All blending and chemical injection should be done early enough so the flow media is thoroughly mixed prior to entering the measurement area.

SIGNAL CONVERTER: The signal converter is the reporting, input and output control device for the sensor. The converter allows the measurements, functional programming, control of the sensor and data recording to be communicated through the display and inputs/outputs. The microprocessor-based signal converter has a curve-fitting algorithm to improve accuracy, dual 4-20mA analog outputs, an optional RS485 communication port, an 8 line graphical backlit LCD display with 3-key touch programming, and a rugged enclosure that meets IP67. In addition to a menu-driven self-diagnostic test mode, the converter continually monitors the microprocessor's functionality. The converter will output rate of flow and total volume. The converter also comes standard with password protection and many more features.

ISOLATED POWER AND SIGNAL: The power and signal between the converter and sensor are isolated and placed in separate cables giving superior resistance to electrical signal noise compared to single cable designs. An added benefit from the dual cable design is a maximum cable length of up to 500ft.

OPTIONAL:

DC powered converter (10-35 VDC, 21 W)
Meter mounted converter
Extended warranty
Hastelloy® electrodes
ANSI or DIN flanges
Quick Connect cable fittings
Special lay lengths, including ISO standard lay lengths
Converter sun shield
Modbus Protocol RS485 converter; HART® Converter; Profibus Converter (No Dual 4-20mA on HART & Profibus); Smart Output™ (Sensus or Itron compatible); Panel mount converter (Not CSA approved); Battery or battery-solar powered converter (Not CSA approved, $\pm 1\%$ accuracy)

MODEL UM06 AND UM08 *ULTRA MAG* ELECTROMAGNETIC FLOW METER 150 PSI FLANGED TUBE METER, SIZES 2" thru 48" 300 PSI FLANGED TUBE METER, SIZES 2" thru 48"

SPECIFICATIONS

WARRANTY: 2 Years

ACCURACY TESTS: 5-point wet flow calibration of every complete flow tube with its signal converter. If desired, the tests can be witnessed by the customer. The McCrometer test facilities are traceable to the National Institute of Standards & Technology. Uncertainty relative to flow is $\pm 0.15\%$

ACCURACY: Plus or minus 0.5% of actual flow (battery powered is $\pm 1\%$ of flow)

IMPORTANT NOTICE ON FLOW METER ACCURACY: The flow meter, the cable and the electronics are factory calibrated for accuracy as a single unit. Changing the cable length with the Splice Kit changes the accuracy of the meter and invalidates the calibration certificate.

REPEATABILITY: $\pm 0.05\%$ or $\pm 0.008\text{ft/s}$ ($\pm 0.25\text{mm/s}$), whichever is greater

HEAD LOSS: None. No obstruction in line and no moving parts

PRESSURE RANGE: 150 PSI maximum working pressure (UM06); 300 PSI maximum working pressure (UM08)

TEMPERATURE RANGE:

Sensor Operating: -10 to 60°C (14 to 140°F)

Sensor Storage: -15 to 60°C (5 to 140°F)

Electronics: Operating and storage temperature: -20° to 60°C (-4° to 140°F)

VELOCITY RANGE: 2 to 32 FPS

BI-DIRECTIONAL FLOW: Forward and reverse flow indication and forward, reverse, net totalization are standard with all meters

CONDUCTIVITY: 5 $\mu\text{S/cm}$

LINER: UltraLiner NSF approved, fusion bonded epoxy

ELECTRODES: Type 316 stainless steel, others optional

POWER SUPPLY: AC: 100-240VAC/45-66 Hz (20W/25VA), DC: 10-35VDC (21W), battery (four lithium D cell batteries), five-year estimated life, solar (5W panel). AC, DC, battery, or battery & solar must be specified at time of ordering.

OUTPUTS: Dual 4-20mA Outputs (Not available for Profibus, HART, or battery converters); Galvanically isolated and fully programmable for zero and full scale (0-22mA).

Four separate digital programmable outputs: open collector transistor usable for pulse, frequency, or alarm settings.

- Volumetric Pulse
- Flow Rate (Frequency)
- Directional Indication
- High/Low Flow Alarms
- Hardware Alarm
- Empty Pipe
- Range Indication

SENSOR CABLE LENGTHS:

Standard: 25' McCrometer supplied submersible cable with each remote mount unit.

Optional: Up to 500 feet, or 50 feet max for battery powered.

Quick connect: Available in standard cable lengths: 25'; 50'; 75'; 100'; 125'; 150'; 175'; 200'; and 500'. Custom cable lengths at additional cost.

CONVERTER/SENSOR SEPARATION: ≤ 500 feet; for longer lengths consult factory

EMPTY PIPE SENSING: Zero return when electrodes are uncovered

ALARMS: Programmable alarm outputs

DIGITAL TOTALIZER: Cubic Meter; Cubic Centimeter; Milliliter; Liter; Cubic Decimeter; Decaliter; Hectoliter; Cubic Inches; US Gallons; Imperial Gallons; Cubic Feet; Kilo Cubic Feet; Standard Barrel; Oil Barrel; US Kilogallon; Ten Thousands of Gallons; Imperial Kilogallon; Acre Feet; Megagallon; Imperial Megagallon; Hundred Cubic Feet, Megaliters

IP RATINGS:

Metering Tube: NEMA 6P/IP68 with remote converter

Die cast aluminum converter: IP67

Panel mount converter: IP65

SENSOR SUBMERSIBILITY DEPTH:

With standard strain relief cable: 9 m (30 ft.)

With optional quick connect: 1.8 m (6 ft.)

CERTIFICATIONS:

- CE Certified (Converter only)
- Listed by CSA to 61010-1: Certified by CSA to UL 61010-1 and CSA C22.2 No.61010-1-04
- ISO 9001:2015 certified quality management system



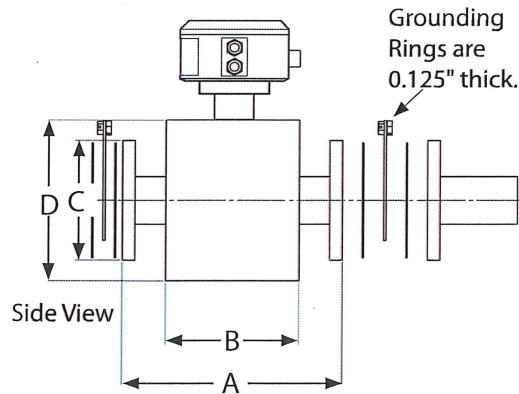
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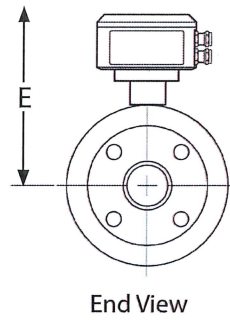
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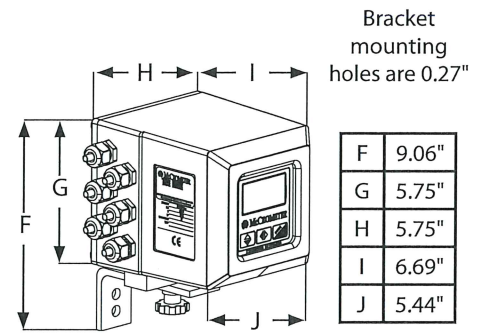
MODEL UM06 AND UM08 ELECTROMAGNETIC FLOW METER



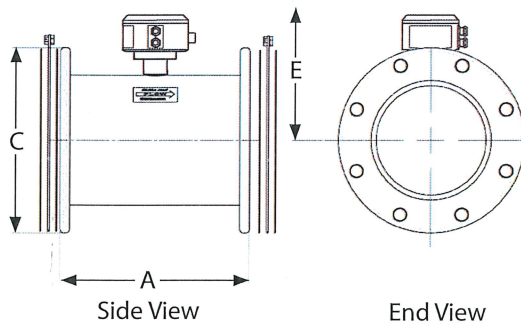
2" and 3" Models Body Style



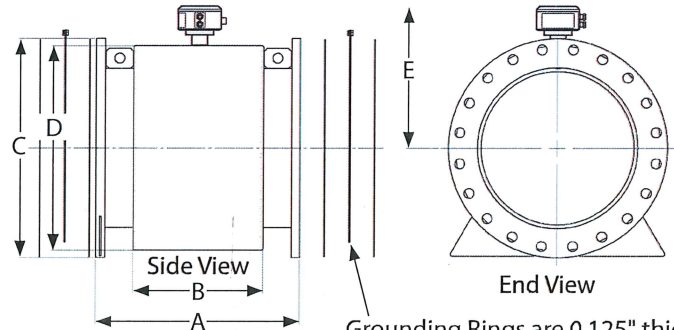
End View



Converter Dimensions



4" to 12" Models Body Style



14+" Models Body Style

Pipe Size (Nominal)	Meter Pipe ID	Flow Ranges GPM Standard .2 to 32 FPS Min - Max	DIMENSIONS (Lay Lengths)							Estimated Shipping Weight (lbs.)	
			A*		B	C		D	E	UM06	UM08
			UM06	UM08		UM06	UM08				
2"	2.117	2 - 340	11.00	11.00	6.70	6.00	6.50	7.90	9.26	93	107
3"	3.220	5 - 730	13.40	13.40	6.70	7.50	8.25	9.40	10.01	97	111
4"	3.720	8 - 1,140	13.40	13.40	n/a	9.00	10.00	n/a	8.06	78	108
6"	5.692	19 - 2,660	14.60	14.60	n/a	11.00	12.50	n/a	9.06	82	138
8"	7.692	33 - 4,870	16.10	17.25	n/a	13.50	15.00	n/a	10.06	115	195
10"	9.682	52 - 7,670	18.50	18.50	n/a	16.00	17.50	n/a	10.46	144	247
12"	11.682	74 - 11,180	19.70	19.70	n/a	19.00	20.50	n/a	12.31	193	342
14"	13.440	90 - 16,070	21.70	22.75	12.00	21.00	23.00	20.30	15.46	321	476
16"	15.440	118 - 20,900	23.60	25.25	14.20	23.50	25.50	21.10	16.21	390	645
18"	17.440	150 - 26,480	23.60	25.25	14.20	25.00	28.00	21.10	17.21	446	750
20"	19.440	185 - 32,720	25.60	28.25	16.20	27.50	30.50	24.80	18.26	588	874
24"	23.440	270 - 47,180	30.70	35.75	21.70	32.00	36.00	29.60	20.11	769	1,568
30"	29.190	420 - 73,620	35.80	41.75	26.50	38.75	43.00	35.90	23.26	1,261	2,317
36"	35.190	610 - 105,930	46.10	46.10	28.20	46.00	50.00	42.70	26.66	1,696	2,915
42"	41.190	830 - 144,370	48.05	**	32.10	52.75	**	48.35	29.99	**	**
48"	47.190	1,080 - 188,430	50.00	**	36.00	59.50	**	54.00	33.31	**	**

* Laying lengths for meters with ANSI Class 150 Flanges are equal to UM08 laying lengths

** Consult factory



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