



7985 FM 2931
AUBREY, TEXAS 76227
TEL: 940-440-9561
FAX: 940-440-9686

RATE ORDER

CERTIFICATES OF CONVENIENCE AND NECESSITY NOS. 11856 AND 20930
DENTON COUNTY, TEXAS

Effective Date September 24, 2018

Board Approval Date September 24, 2018

(Original adopted October 27, 2003)

SECTION A.

ADOPTION & AUTHORITY

1. **Effective Date.** This Rate Order was originally adopted by the Board of Directors of the Mustang Special Utility District on October 27, 2003, pursuant to Ordinance No. 10-27-03-01. This Rate Order, as amended from time to time, supersedes all utility service policies, rates, rules and tariffs adopted or passed by the Board of Directors prior to the date of adoption of this Rate Order. This Rate Order shall take effect immediately upon its approval.

2. **Pre-Existing Tariff.** The District adopted this Rate Order to replace and supersede the tariff that was in effective prior to, and carried forward after, the conversion of Mustang Water Supply Corporation to Mustang Special Utility District prior to the effective date of the adoption of this Rate Order.

3. **Pre-Existing Penalties and Vested Rights.** The adoption of this Rate Order shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date or adoption of this Rate Order.

4. **Official Copy Available.** An official copy of the Rate Order shall be available to the customers of the District during regular office hours of the District. Requests for copies shall be subject to reproduction charges. The reproduction charge shall be \$20.00. The assistant Secretary of the District shall maintain the original copy as approved, and clearly exhibit all additions, deletions and amendments hereto.

5. **Conflicts.** Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable state or federal law, shall supersede all terms of this Rate Order that directly conflict with such State and Federal rules or regulations. If any section, paragraph, sentence, clause, phrase, word or words of this Rate Order are declared unconstitutional or in violation of law, the remainder of this Rate Order shall not be affected thereby and shall remain in full force and effect.

SECTION B.

STATEMENTS

1. **Organization.** The District was organized on October 1, 2002, by converting the Mustang Water Supply Corporation to the Mustang Special Utility District under the authority of Article XVI, Section 59, of the Texas Constitution, as amended, and Chapters 49 and 65 of the Texas Water Code, and operates pursuant to Texas law and the regulation and authority of the Texas Commission On Environmental Quality. The District exists for the purpose of furnishing potable water and wastewater utility service. The management of the District is controlled by the Board of Directors, the members of which are elected by qualified voters residing within the District's boundaries.

2. **Non-Discrimination Policy.** Service is provided to all applicants that comply with the provisions of this Rate Order regardless of race, creed, color, national origin, sex, disability or marital status.

3. **Policy and Rule Application.** These policies, rules and regulations apply to the water and wastewater services provided by the District. Failure on the part of a customer or applicant to observe these policies, rules and regulations gives the District the authority to deny or discontinue service.

4. **Fire Protection.** It is not a primary responsibility of the District to provide "fire flows" from the District's water system. As the District's system grows from a rural system to an urban system, the District's facilities will accommodate "fire-flows" as required by municipal or County regulations for future developments or projects. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. The District reserves the right to remove any hydrant due to improper use or detriment to its water system, as determined by the District, at any time without notice, refund or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract, in which event the terms and conditions of the contract shall apply.

5. **Damage Liability.** Pursuant to State Law, the District is not liable for damages caused by service interruptions due to waterline breaks or equipment failure, tampering by third persons or customers of the District, normal system failures, system maintenance or repairs, or other events beyond the District's control, or for damages caused by negligent acts of the District, its employees, designated representatives and contractors.

6. **Public Information Disclosure.** The records of the District shall be kept at the District's office at 7985 FM 2931, Aubrey, Texas 76227. All information collected, assembled or maintained by or for the District shall be disclosed to the public in accordance with the Texas Public Information Act. An individual customer may request in writing that the District keep the customer's name, address, telephone number or social security number confidential. Such confidentiality does not prohibit the District from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the District acting in connection with the employee's duties. A reasonable charge

as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records.

7. Notice of Change in Rates. The District will give written notice of a change to monthly rates by publication or mail to all affected customers at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rates, date of Board authorization, and the name and telephone number of the District representative designated to address inquiries about the rate change. Failure of the District to give the notice shall not invalidate the changed rate or any change based on the changed rate.

8. Customer Service Inspections. The District requires that a customer service inspection certificate from a licensed inspector be completed prior to providing water service to completed new construction and for all new customers as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the customers' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. [30 TAC § 290.46(I-j)].

9. Public Works Standards. The District adopts applicable sections of the Standard Specifications for Public Works Construction (4th Edition), as amended, promulgated by the North Central Texas Council of Governments, as guidance in the design, installation and maintenance of line extensions and service facilities.

10. Sub metering Responsibility. Sub metering and non-sub metering by Master Metered Accounts may be allowed in the District's water wastewater system provided the Master Metered Account customer registers with the Texas Commission On Environmental Quality and complies with its rules on sub metering at Title 30, Chapter 291, Subchapter H of the Texas Administrative Code. The District has no jurisdiction over or responsibility to tenants receiving water under a Master Metered Account, and such tenants are not considered customers of the District. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account customer. Any complaints regarding sub metering should be directed to the Texas Commission on Environmental Quality.

11. District Forms Policy. The sample forms in Appendices A and B of this Rate Order are the same or similar in form to those used by the District and are attached hereto for informational purposes. The District reserves the right to amend, revise and discontinue use of any of the attached forms, and to create and use new forms, at its sole discretion, for purposes that include, without limitation, complying with federal and state laws and regulations, improving District administrative efficiency, providing better service to customers, fulfilling the unique and facilities needs of sub dividers, developers and nonstandard service applicants, and meeting the future system demands of the District.

SECTION C.

DEFINITIONS

The following words and terms, when used in this Rate Order, shall have the following meanings unless the context clearly indicates otherwise:

Applicant — A person applying to the District for service.

Board of Directors (or) **Board** — The governing body of the District elected by qualified voters residing within the District's boundaries in accordance with applicable election laws.

Certificate of Convenience and Necessity (or) **CCN** — The authorization granted under Chapter 13, Subchapter G, of the Texas Water Code for the District to provide water and wastewater service within a defined territory. The District has been issued Certificate Nos. 11856 and 20930 to provide water and wastewater service respectively.

Certificated service area (or) **service area** — The service territories defined in CCN No. 11856 and CCN No. 20930. [See Section D, Certificated Service Area Maps].

Customer — Any person receiving services from the District.

Designated representative (or) **district representative** — The general manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by this Rate Order pursuant to either general or specific authorization to do so from the general manager or the Board of Directors.

Developer — Any person that subdivides land, requests two (2) or more water or wastewater service connections on a single contiguous tract of land or who is developing a non-residential project that has a water demand that cannot be served through a standard 5/8 or 3/4 water meter. [See Water Code § 13.2502(e) (1)].

Development Review Committee (DRC) — A committee composed of District staff, as selected by the District's General Manager, together with a representative(s) from the Board of Directors and the District's engineer and/or attorney as deemed necessary by the General Manager that will meet on an as needed basis with developers to review and determine the requirements for providing non-standard service.

Disconnection of service — The discontinuance of water or wastewater service to a customer of the District.

District — The Mustang Special Utility District.

Easement — A private perpetual dedicated right-of-way for the installation of water and/or wastewater service lines and facilities that allows access to property for future operation, maintenance, replacement, facility upgrades, and/or installation of additional pipelines (if applicable), and may include restrictions on the adjacent area to limit installation of other pipelines or structures that would restrict the District's use of any area of the easement.

Final plat — A complete and exact plan for the subdivision and/or development of a tract of land which has been approved by all local governments having jurisdiction pursuant to Chapters 212 or 232 of the Texas Local Government Code. The District shall determine if a plat submitted under this Rate Order qualifies as a final plat. [See 30 TAC § 291.85].

General manager — The general manager of the District appointed by the Board of Directors.

Grinder pump station — The individual lift stations located at each commercial building or residence which are installed, owned, and maintained by the District as part of the District's Low Pressure Wastewater System. The Grinder Pump Station includes a pump, tank, controls, control panel, valves, piping, electric wiring and related facilities.

Hazardous condition - A condition that jeopardizes the health and welfare of District customers or employees as determined by the District or any other regulatory authority with jurisdiction.

Low Pressure Wastewater System (or) LPWS — The wastewater collection system installed by or on behalf of the District.

Person — Any natural person, firm, corporation, cooperative, limited liability company, partnership, unincorporated association, public agency or governmental entity, or any other public or private organization or entity of any type or character.

Re-Service - Providing service to an applicant at a location at which service previously existed and at which there is an existing facilities for a meter. Costs of such re-servicing shall be as established in this Rate Order or based on justifiable expenses in connection with such re-servicing.

Service - Any act performed, anything furnished or supplied, and any facilities used by the District in the performance of its duties under the Texas Water Code, the Texas Administrative Code, or applicable municipal ordinance or Commissioner's Court Order to its customers, employees, other retail public utilities, and the public, as well as the interchange of facilities between the District and one or more retail public utilities.

Service application and agreement (or) service agreement - A written agreement on the current service application and agreement form between an applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided.

Service classification/unit - The type of water service required by an applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type application, and other relevant factors related to the applicant's request. The base service unit of residential water service used by the District in facilities design and rate making in this Rate Order is a 5/8" x 3/4" water meter.

Service Investigation Fee -A non-refundable fee in the amount of \$3,000.00 for developments up to 250 meters or meter equivalent plus \$10.00 for each meter or meter equivalent for complete build out of the proposed project, paid to the District at the time of filing a non-standard service application for the purpose of determining the feasibility of providing service to

a proposed project. This fee covers administrative, legal fees engineering expenses incurred by the District.

Subdivide - To divide the surface area of land into lots or tracts of land. [See Local Gov't Code § 232.021(11)].

Subdivision -An area of land that has been subdivided into lots or tracts. [See Local Gov't Code § 232.021(13)].

Temporary service - The classification for non-standard water service assigned to an applicant that is in the process of constructing a residential or commercial structure. The District may also apply this classification to other nonpermanent service uses (e.g., agricultural, road construction, drilling, livestock, etc.). The District may provide temporary water service for up to six (6) months from the date of application for temporary service. Temporary service may be extended upon request and approval of the District's board of directors on a case-by-case basis. As a prerequisite to receiving temporary service, the applicant must pay the applicable Temporary Service Charges, pursuant to Section G of this Rate Order.

Texas Commission on Environmental Quality (or) TCEQ - The state regulatory agency having jurisdiction of water and wastewater service utilities and appellate jurisdiction over the rates and fees charged by the District.

Upper Trinity Regional Water District (or) UTRWD - A conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution that provides wholesale treated surface water and wholesale wastewater treatment within the District's Service area.

Wastewater System -The wastewater collection, disposal and treatment facilities operated by or constructed by or for the District, and any wastewater system extensions, improvements or facilities that may be built within the District's boundaries or service area in the future.

Water system -The water production, treatment, supply, storage and distribution facilities operated by or constructed by or for the District, and any water system extensions, improvements or facilities that may be built within the District's boundaries or service area in the future.

SECTION D.
GEOGRAPHIC AREA SERVED

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Pursuant to the Texas Water Code
and Texas Commission on Environmental Quality Rules

Certificate No. 11856

1. Certificate Holder:

Name: Mustang Special Utility District
Address: 7985 FM 2931
Aubrey, TX 76227

2. General Description and Location of Service Area: Northeast Denton County

- 3. Certificated Service Area Maps:** The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-61, maintained in the offices of the Texas Commission on Environmental Quality, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate, as amended from time to time, has been issued pursuant to applications of the District and is subject to the rules and orders of the TCEQ, the laws of the State of Texas and conditions contained in the certificate. The certificate is valid until amended or revoked by the TCEQ.

The following two (2) pages contain a copy of Certificate No. 11856 and a map of the District's water service area.



Texas Natural Resource Conservation Commission

By These Presents Be It Known To All That

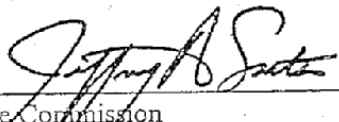
Mustang Water Supply Corporation

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

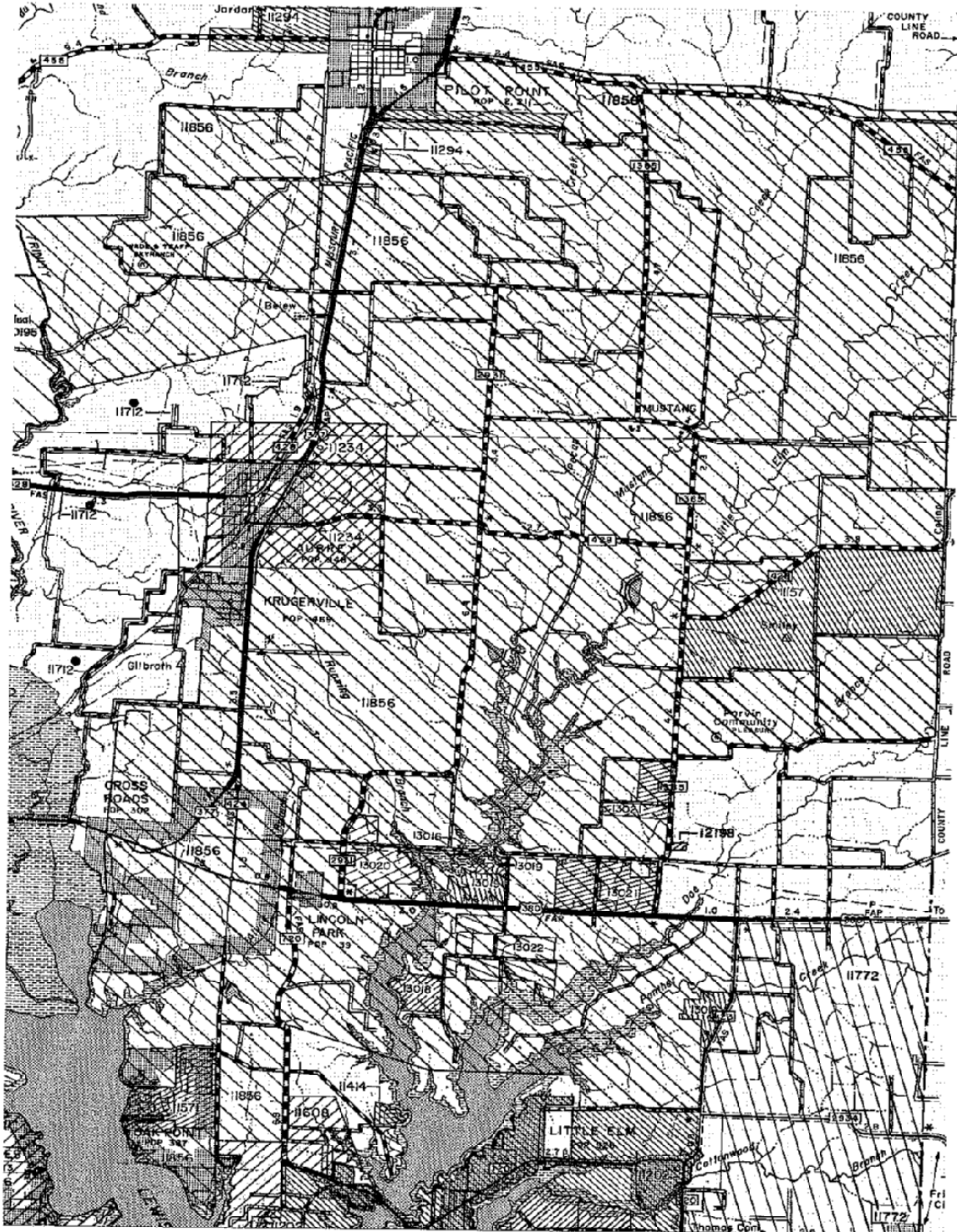
Certificate of Convenience and Necessity No. 11856

to provide continuous and adequate water utility service to that service area or those service areas in Denton County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application Nos. 33052-S & 33053-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Mustang Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this DEC 11 2000


For the Commission

MUSTANG SUD
WATER CCN #11856



APPLICATION OF MUSTANG WATER SUPPLY
CORPORATION FOR A CERTIFICATE OF
CONVENIENCE AND NECESSITY WITHIN
DENTON COUNTY

PUBLIC UTILITY COMMISSION
OF TEXAS

ORDER

In public meeting at its offices in Austin, Texas, the Public Utility Commission of Texas finds that the above styled application was processed in accordance with applicable statutes by an examiner who prepared and filed a report containing Findings of Fact and Conclusions of Law, which Examiner's Report is ADOPTED and made a part hereof. The Commission further issues the following Order:

1. Mustang Water Supply Corporation is GRANTED the certificate of convenience and necessity requested in this docket and as described in Finding of Fact No. 13. Mustang Water Supply Corporation is hereby assigned Certificate No. 11856.
2. East Denton Water Supply Corporation is hereby DECERTIFICATED IN FULL, and Certificate No. 11591 is voided.

SIGNED AT AUSTIN, TEXAS, on this the 18th day of January, 1985.

PUBLIC UTILITY COMMISSION OF TEXAS

SIGNED:

Philip F. Ricketts
PHILIP F. RICKETTS

SIGNED:

Peggy Rosson
PEGGY ROSSON

SIGNED:

Dennis L. Thomas
DENNIS L. THOMAS

ATTEST:

Rhonda Colbert Ryan
RHONDA COLBERT RYAN

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Pursuant to the Texas Water Code
and Texas Commission on Environmental Quality Rules

Certificate No. 20930:

1. Certificate Holder:

Name: Mustang Special Utility District

Address: 7985 FM 2931
Aubrey, TX 76227

2. General Description and Location of Service Area: Northeast Denton County

- 3. Certificated Service Area Maps:** The certificate holder is authorized to provide wastewater service in the area identified on the Commission's official service area map, WRS-61, maintained in the offices of the Texas Commission on Environmental Quality, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate was issued and has been amended from time to time, pursuant to applications of the district and subject to the rules and orders of the TCEQ, the laws of the State of Texas and conditions contained in the certificate. The certificate is valid until amended or revoked by the TCEQ.

The following two (2) pages contain a copy of Certificate No. 20930 and a map of the District's wastewater service area.



Texas Natural Resource Conservation Commission

By These Presents Be It Known To All That


Mustang Special Utility District

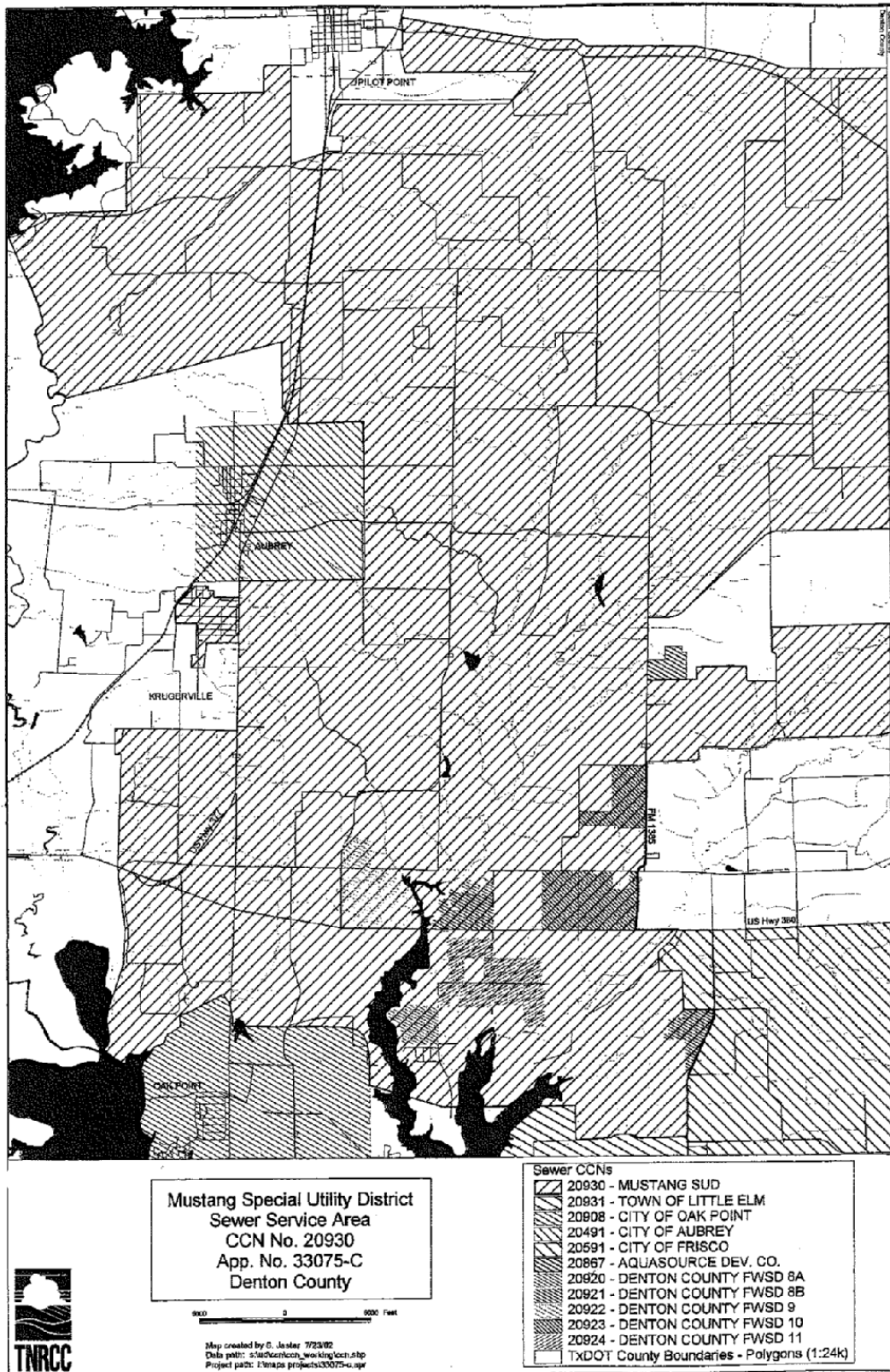
having duly applied for certification to provide sewer utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 20930

to provide continuous and adequate sewer utility service to that service area or those service areas in Denton County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 33075-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Mustang Special Utility District to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this AUG 30 2002


For the Commission



SECTION E.

SERVICE RULES AND REGULATIONS

1. Service Entitlement.

An applicant requesting service to real property located within the District's service area shall be considered qualified and entitled to water and/or wastewater service when a proper application has been filed with the District, the terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. An applicant requesting service to real property located outside the boundaries of the District's service area and/or political boundaries shall be considered for service in accordance with current District policies on providing service outside the District's service area.

2. Application Procedures and Requirements.

(A) Service Classifications. Applications to the District for service shall be divided into the following two (2) classes:

(1) Standard Service. Standard service is defined as service from an existing service line where line or service facility extensions are not required and special design and/or engineering considerations are not necessary. Standard water service is provided through a 5/8" x 3/4" meter set on an existing water line. Standard wastewater service is provided via minimum 4" gravity wastewater taps, with pressure collection facilities installed or connected to collection lines no more than five feet (5') in depth.

(2) Non-Standard Service. Non-standard service is defined as any service request that requires a larger than 5/8" x 3/4" meter for service, temporary water service, service to a Master Metered Account pursuant to Section E.2(c)(4) below, or an addition to or extension of the District's water system or wastewater system. Except for temporary service applicants, a non-standard service applicant must comply with the service requirements prescribed by Section F of this Rate Order prior to receiving service.

(B) Requirements for Mandatory Wastewater Connection.

(1) Effective March 5, 2003, pursuant to Ordinance No. 03-05-03-1, the Board of Directors adopted the following requirements for mandatory wastewater connections:

- (a) The installation of any private on-site wastewater treatment or holding facility on land within the District's certificated service area and less than three hundred feet (300') from the nearest wastewater collection point of the District's wastewater system (measured from boundary line of the land along public right-of-ways or utility easements) is prohibited and the District shall provide wastewater service to any such property.
- (b) All new developments and subdivisions on land within the District's certificated service area shall be required to connect to the District's wastewater system when feasible and appropriate. The provision of water service by the District to any new subdivision or development without

requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.

- (c) The District may require an owner of land located within the District's certificated service area to connect to the District's wastewater system, even if an on-site wastewater holding or treatment facility was installed on said land prior to March 5, 2003, provided the District's wastewater collection system is contiguous or adjacent to the boundary of said land.

(2) All costs for connecting to the District's wastewater system in excess of the standard costs required under Section G below must be paid for by the wastewater service applicant. The District must review and approve all plans and specifications for any connection to the wastewater system prior to construction. [Texas Water Code § 49.234].

(C) Requirements for Standard and Non-Standard Service.

(1) The applicant shall complete and sign a Service Application and Agreement or Non-Standard Service Application as applicable. [see Appendix A, Form A-01; Appendix B, Form B-04].

(2) As a condition for service, the applicant shall complete and execute an Easement and Right-of-Way, Sanitary Control Easement and/or such other easement form(s) required by the District to obtain a dedicated easement(s) to allow the District a right of access to construct, install, maintain, replace, upgrade, inspect or test any facility necessary to serve the applicant as well as the District's purposes in providing system-wide service. [see Tex. Water Code § 49.218; Appendix A, Form B-05]. This requirement may be delayed for non-standard service applicants. New meters shall be located within a utility easement at or near the boundary line of the property designated for service.

(3) At the request of a property owner or an owner's authorized agent, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the District determines that the installation of individual meters is not feasible. If the District determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of sub meters or individual meters. The District shall be entitled to the payment of reasonable costs to install individual meters pursuant to 30 TAC § 291.122(d) and Section F of this Rate Order. The cost of individual meter installations shall be prepaid by the property owner as well as the cost of any additional facilities or system improvements required to satisfy the total water/ wastewater service demand of the property at full occupancy, as determined under applicable provisions of Section F. The District shall consider master metering and/or non-standard wastewater service to apartments, condos, trailer/RV parks, or business centers and other similar type enterprises at an applicant's request provided the total number of units to be served are all:

- (a) owned by the same person, partnership, cooperative, corporation, agency, or public or private organization of any type, but not including a family unit;

- (b) directly inaccessible to a public right-of-way; and
- (c) considered a commercial enterprise (i.e., for business, rental or lease purposes).

(4) Notice of application approval and costs of service as determined by the District shall be presented to the applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the applicant must re-apply for service. [see 30 TAC § 291.81(a) (1)].

(5) If a water main has been located in the public right-of-way and is adjacent to applicant's property the applicant, prior to receiving the requested service, shall grant an easement as required under this Rate Order and, in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to remove or cap the existing water main in the public right-of-way and to construct the appropriate line or lines within that easement for the District's system-wide service.

(6) If a transferee fails to provide all documentation or information required at the time of application, the District will issue written notice that the applicant must provide the documentation and/or information within ten (10) days or service will be terminated. This provision applies to both standard and non-standard service requests.

3. Activation of Standard Service.

(A) New Service Connection. The District shall charge a non-refundable Connection Fee and other applicable fees as required under Section G of this Rate Order. The Connection Fee and other fees shall be quoted in writing to the applicant. An applicant must pay all fees.

(B) Re-Service. On property where service previously existed, the District shall charge a deposit and all fees applicable to restoration of service. In addition, the District shall charge accumulated Reserved Service Fees which have been assessed to the inactive account on a monthly basis. This will allow the District to recover the costs of reserving capacity to the location for which re-service has been requested. If restoration of service is not requested, this fee will accumulate monthly until the total balance of the Reserved Service Fees equals the amount of the Connection Fee initially paid for new service to the property. After this time the service equipment may be removed by the District and any future request for service to the property shall be treated as an application for new service.

(C) Performance of Work. The District shall install all taps and equipment necessary to provide service within twenty (20) working days after approval and receipt of payment of all quoted fees and charges. This time may be extended for installation of facilities and equipment necessary to serve a request for non-standard service. The District will not install a water meter, unlock a water meter or otherwise establish or re-establish water service to any property without the owner of such property or other person who has management or control of the subject property being physically present at the time that water service is established in order to inspect or observe the property for possible water leaks or water usage that, if left unattended, could cause water or other damage to the property.

(D) Customer Service Inspections. The District shall require a customer service inspection of an applicant's property and private water distribution facilities to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as

promulgated by the Texas Commission on Environmental Quality or successor agency. [see Section B.8]. As a result of such an inspection, the District may require that a customer properly install a backflow prevention device, and thereafter, inspect, test and maintain the device, and provide all required documentation to the District, all at the customer's expense. [see 30 TAC § 290.46(j)].

4. Activation of Non-Standard Service.

(A) Activation of Non-Standard Service. Activation of non-standard service shall be conducted pursuant to Section F of this Rate Order.

(B) Re-Service. The provisions applicable to standard re-service requests under the previous subsection 3(b) shall also apply to non-standard re-service requests.

5. Changes in Service Classification.

If at any time the District determines that the service classification of a customer has changed from that originally applied for and that additional or different facilities are necessary to provide adequate service, the District shall require the customer to re-apply for service under the terms and conditions of this Rate Order. Customers failing to comply with this provision shall be subject to Disconnection with Notice under subsection 14(a) below.

6. Owners and Tenants.

The owner of property designated to receive service according to the terms of this Rate Order is responsible for all fees and charges due the District for service provided to such property. If an owner has signed an Alternate Billing Agreement For Rental Accounts, the District may bill a tenant for service as a third party, but the owner remains fully responsible for any and all unpaid fees and charges of the tenant. [see Appendix A, Form A-04]. The District may notify an owner of a tenant's past due payment status subject to service charges.

7. Refusal of Service.

The District may refuse to serve an applicant for the following reasons:

(1) failure of an applicant to complete all required easement forms and pay all required fees and charges;

(2) failure of an applicant to comply with the rules, regulations and policies of the District, including but not limited to the failure to pay amounts due the District for at another location in the District.

(3) existence of a hazardous condition at the applicant's property which would jeopardize the welfare of other customers of the District upon connection;

(4) failure of an applicant to provide representatives or employees of the District reasonable access to property, for which service has been requested;

(5) failure of an applicant to comply with all rules and regulations of the District which are in this Rate Order on file with the state regulatory agency governing the service applied for by the applicant; or

(6) the District has determined that the applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

8. Applicant's Recourse.

In the event the District refuses to serve an applicant under the provisions of this section, the District shall inform the applicant in writing of the basis of its refusal and that the applicant may file a written complaint pursuant to the District's grievance procedures. See Section 18 of this Section E.

9. Insufficient Grounds for Refusal of Service.

The following shall not constitute sufficient cause for the refusal of service to an applicant:

(A) delinquency in payment for service by a previous owner or tenant of the property designated for service;

(B) failure to pay a bill to correct previous under-billing more than six (6) months prior to the date of application;

(C) violation of the District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

(D) failure to pay a bill of another customer as guarantor thereof unless the guarantee was made in writing to the District as a condition precedent to service;

(E) failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;

(F) failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with on-site sewage disposal regulations or wastewater hook-up requirements.

10. Deferred Payment Agreement.

The District may enter into a Deferred Payment Agreement, not to exceed a term of one (1) year, with a customer who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the District, including any late payment penalties or interest on the monthly balance to be determined as per agreement. [see Appendix A, Form A-03].

11. Charge Distribution and Payment Application.

(A) Base Rate. The applicable Base Rate shall be charged for the billing period from the first

day of the billing cycle to the last day of the billing cycle. Charges shall be prorated for meter installations and service terminations falling during the billing period. Billings for this amount shall be mailed on or about the fifth (5th) day of the month preceding the month for which this charge is due. All service connections shall be subject to this charge whether or not there is use of service.

(B) Gallage Charge. A Gallage Charge shall be billed at the rate specified in Section G and shall be calculated in one thousand (1000) gallon increments. Charges for water and wastewater usage are based on monthly meter readings and are calculated from reading date to reading date. The District shall take all meter readings used in calculating billing.

(C) Posting of Payments. All payments shall be posted against previous balances prior to posting against current billings.

12. Due Dates, Delinquent Bills, and Service Disconnection Date.

(A) Billing Cycle. The District shall mail all bills on or about the first (1st) day of the month. All bills shall be due and payable upon receipt and are past due after 5:00 on the fifteenth (15th) day of the month, after which time a penalty shall be applied pursuant to Section G. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District office by 5:00 p.m. on the due date. Payments made using the District's online service must post by 5:00 p.m. CST on the due date to be considered timely received at the District office. If the first (1st) falls on a weekend or holiday, bills shall be mailed on the immediately preceding workday. If the fifteenth (15th) falls on a weekend or holiday, the due date shall be the next day the District office is open for business after said weekend or holiday.

(B) Delinquent Billing Cycle. Delinquent notices shall be mailed allowing approximately ten (10) additional days for payment prior to disconnection. The disconnect date shall be on or about the twenty-fifth (25th) day of the month. A nonpayment fee shall be applied and service shall be subject to disconnection if payment is not received at the District office by 5:00 p.m. on the day prior to the disconnect date indicated on the delinquent bill. Payments made using the District's online service must post by 5:00 p.m. CST on the day prior to the disconnect date to be considered timely received at the District office. If the disconnect date falls on a weekend, Friday, or Monday, disconnect date shall be the following Tuesday. If the disconnect date falls on a weekday holiday, the disconnect date shall be two (2) days later.

13. Rules for Disconnection of Service.

The following describes the rules and conditions for disconnection of service. For the purpose of disconnecting wastewater service under these policies, water service will be terminated in lieu of disconnecting wastewater service. In instances of nonpayment of wastewater service charges or other wastewater service violations by a customer that does not receive water service from the District, the District has the option to disconnect the wastewater tap or take other appropriate actions as determined by the District.

(A) Disconnection with Notice. Water service may be disconnected after proper notice for any of the following reasons:

(1) failure to pay a delinquent account for utility service provided by the District, failure to timely provide a deposit, or failure to comply with the terms of a Deferred Payment Agreement;

(2) violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others;

(3) the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;

(4) failure to comply with the terms of a service agreement, Non-Standard Service Contract or this Rate Order;

(5) failure to provide District personnel or designated representatives access to a meter or to property at which water service is received for purposes of inspecting and verifying the existence of potential hazardous conditions or policy violations;

(6) any misrepresentation of fact by an applicant or customer on any form, document or agreement required by the District;

(7) or failure to re-apply for service upon notification by the District that customer no longer meets the service classification originally applied for under the original service application.

(B) Disconnection Without Notice. Water service may be disconnected without prior notice for the following reasons:

(1) where a known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of Chapter 341 of the Health and Safety Code and regulations adopted pursuant thereto, or where the District has reason to believe a dangerous or hazardous condition exists and the customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition [see Sections E.3(d), E.22; 30 TAC § 290.46 (j)];

(2) where service is connected without authority by a person who has not made application for service;

(3) where service has been reconnected without authority following termination of service for nonpayment; or

(4) in instances of tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service.

(C) Disconnection Prohibited. Utility service may not be disconnected for any of the following reasons:

(1) failure to pay for merchandise or charges for non-utility service provided by the District, unless there is an agreement whereby the customer guaranteed payment of non-utility service as a condition of service or the District has a contract with another governmental unit to

collect for services rendered to the customer by such other government unit such as water, wastewater, or solid waste services, etc.;

(2) failure to pay for a different type or class of utility service unless a fee for such service is included in the same bill;

(3) failure to pay charges arising from an under billing due to any misapplication of rates more than six (6) months prior to the current billing;

(4) failure to pay the account of another customer as guarantor thereof, unless the District has in writing the guarantee as condition precedent to service;

(5) failure of the customer to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under subsection 20 below (Inoperative Meters);

(6) failure of the customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control; or

(7) in response to a request for disconnection by an owner of rental property where the tenant is billed directly by the District as authorized by the owner, and the renter's account is not scheduled for disconnection under the rules for disconnection of service in this Rate Order.

(D) Disconnection on Holidays and Weekends. Unless a dangerous condition exists or the customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when District personnel are not available to the public for the purpose of making collections and reconnecting service.

(E) Disconnection Due to Utility Abandonment. The District may not abandon a customer or a certificated service area without written notice to its customers and all similar neighboring utilities, and obtained approval from the TCEQ.

(F) Disconnection Due to Illness or Disability. The District may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances and waiver of the late fee, the customer must provide an original written statement from a treating physician to the District the day prior to the disconnect date. Service may be disconnected in accordance with subsection 14(a) of this section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the customer enters into a Deferred Payment Agreement with the District. [see Appendix A, Form A-03].

(G) Disconnection of Master-Metered Accounts. When a bill for service to a master-metered account customer is delinquent, the following shall apply:

The District shall send a notice to the customer as required. This notice shall also inform the customer that notice of possible disconnection will be provided to the customer's tenants or occupants of the master metered property in five (5) days if payment is not rendered before that

time.

(1) At least five (5) days after providing notice to the customer, and at least five (5) days prior to disconnection, the District shall post notices, stating "Termination Notice," in public areas of the master-metered property to notify tenants or occupants of the scheduled date for disconnection of service.

(2) The tenants or occupants may pay the District for any delinquent bill in behalf of the customer to avert disconnection or to reconnect service to the master-metered property.

(H) Disconnection of Temporary Service. When an applicant with temporary service fails to comply with the conditions stated in the service agreement or provisions of this Rate Order, the District may terminate temporary service with notice.

(I) Payment During Disconnection. The District is not obligated to accept payment of a bill when a District employee or designated representative is at the customer's property for the purpose of disconnecting service.

14. Returned Check Policy.

Payment by check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued is not deemed to be payment to the District. The District shall mail, via the U.S. Postal Service, notice that the returned instrument must be redeemed and an additional returned check fee paid at the District office within ten (10) days of the date of the notice. [see Appendix A, Form A-06]. Redemption of the returned instrument and payment of the returned check fee shall be made by cash, money order, or certified check. Failure to meet these terms shall result in disconnection of service. A customer shall be considered a bad credit risk for having an instrument returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period, and shall be placed on a "cash-only" basis for a 12month period during which the District will only accept payment by means of a certified check, money order or cash.

15. Billing Cycle Changes.

The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, bills shall be sent on the new change date unless otherwise determined by the District.

16. Back-Billing.

If a customer was undercharged, the District may back bill the customer for the amount which was under billed. The back billing shall not exceed six (6) months unless such undercharge was the result of meter tampering, bypass, or diversion of service by the customer as defined in subsection 23 below. If the under billing is \$25 or more, the District shall offer to enter into a Deferred Payment Agreement with such customer for the same length of time as that of the under billing. In cases of meter tampering, bypass, or diversion of service, the District may, but is not required to, offer a customer a deferred payment plan.

17. Disputed Bills.

In the event of a dispute between a customer and the District regarding any monthly bill, the dispute shall be resolved or disposed of in accordance with the Grievance Procedures set forth in the following subsection 19, except as follows:

(A) Notice of the bill dispute must be submitted to the District, in writing, and a payment equal to the customer's average monthly usage at current rates must be received by the District prior to the due date posted on the disputed bill.

(B) The customer shall not be required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this subsection, the customer's average monthly usage shall be the average of the customer's usage for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers under similar conditions.

(C) Notwithstanding any other section of this Rate Order, a utility customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed as established in subsection 14 of this Rate Order (relating to Disconnection of Service).

18. Grievance Procedures.

The District's standard policy for any and all claims filed is that the District is a political subdivision of the State of Texas and as such enjoys immunity from suit and liability for alleged claims; the District does not intend to waive its immunity protections beyond and waiver pursuant to the Texas Tort Claims Act. In addition to the procedure provided in sections 101.101-101.107 of the Texas Civil Practice and Remedies, any aggrieved party will have an opportunity to voice concerns or grievances to the District by the following means and procedures:

(A) The aggrieved party must first submit written notice to the general manager or authorized staff member stating the concern or grievance and the desired result. The general manager shall investigate the matter and provide a response to the aggrieved party within fourteen (14) days after receipt the written notice of grievance.

(B) If the general manager does not resolve the grievance to the satisfaction of the aggrieved party, the party may appeal the general manager's decision, in writing, to the President of the Board of Directors for disposition. The written notice of appeal must be submitted to the District within seven (7) days after the date of the general manager's written response to the notice of grievance.

(C) Upon receipt of an appeal, the President of the Board of Directors shall review the request and determine the best means by which the grievance shall be resolved. The President may direct that a grievance be heard by the Board of Directors for final disposition, or initially by District staff appointed by the President and serving in an advisory capacity to the Board of Directors. The President shall also determine a reasonable time and place for the grievance to be heard by the Board of Directors, but such hearing shall take place within sixty (60) days of

the date that the President received the written notice of appeal. Final disposition by the Board of Directors shall be reported to the aggrieved party in writing.

(D) If under this subsection an aggrieved party contests a charge or fee as sole or partial basis of a grievance, the contested charge or fee shall be suspended until such time as the grievance is satisfactorily resolved by the general manager, the deadline for delivering an appeal to the President of the Board of Directors has passed, or the Board of Directors has rendered its final disposition of the dispute. This provision does not apply to disputed monthly bills pursuant to subsection 18 above.

19. Inoperative Meters.

Water meters found inoperative will be repaired or replaced by the District within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the District shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

20. Bill Adjustment Due To Meter Error.

The District shall test any customer's meter upon written request of the customer. In the event the meter tests within the accuracy standards of The American Water Works Association, a meter test fee as prescribed in Section G.15 of this Order shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The customer must complete and sign a Meter Test Authorization and Test Report prior to the test. [see Appendix A, Form A-08].

21. Leak Adjustment Policy.

In the event that the amount of a customer's monthly bill is higher than normal due to leakage, the customer may submit a written leak adjustment request to the District to be billed for water used at the minimum rate plus the amount of one month's average bill for the last twelve (12) months. If a leak adjustment applies, the excess usage for the period will be billed at the District's minimum rate. The District may grant an adjustment if each of the following apply:

(A) the amount of excess water usage reflected in the contested bill must be at least two (2) times the average monthly usage for that customer;

(B) the customer must submit documentary evidence that the leak has been repaired, such as a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and

(C) the customer has not requested a leak adjustment during the previous twelve (12) months regardless of the number of meters serving the customer's property or properties.

22. Meter Tampering and Diversion of Service.

All meters connected to the District's water system shall be provided, owned, installed and

maintained by the District. Meter tampering, bypassing a meter or service equipment, and diversion of service are prohibited. Meter tampering, bypass, or diversion shall be defined as tampering with the a meter or service equipment causing damage or unnecessary expense to the District, bypassing a meter or service equipment, or other instances of diversion of service, such as:

- (A) installing a meter or service equipment without authorization from the District;
- (B) removing or altering locks or shut-off devices installed by the District to discontinue service;
- (C) removing, altering or physically disorienting a meter or service equipment; inserting or attaching objects to a meter or service equipment to bypass or divert service;
- (D) other electrical and/or mechanical means of tampering with, by-passing, or diverting service;
- (E) connecting or reconnecting service without District authorization; or connecting to the service line of an adjacent customer of the District.

The burden of proof of meter-tampering, by-passing or diversion is on the District. In addition to any other penalties or remedies provided for in this Rate Order or under Texas civil law, persons who tamper with meters or divert service and unauthorized users of District services may be prosecuted to the extent allowed by law under Texas Penal Code § 28.03 (Criminal Mischief) or § 31.04 (Theft of Service) as appropriate.

23. Damage to District Facilities.

(A) Damage to Meter and Appurtenances. No person other than a duly authorized employee or agent of the District shall be permitted to tap or make any connection to the water distribution lines of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, meter box, tap, pipe, cock or other fixture connected with the water system, or any manhole, main, trunk or appurtenance of the District's wastewater system. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any Customer whose meter has been tampered with and to assess an equipment damage fee to the Customer under Section G.13 of this Rate Order.

(B) Right to Repair. The District reserves the right to repair any damage to the water and wastewater systems without prior notice and to assess against any Customer causing the damage such penalties as are provided for by law and this Rate Order, in addition to those charges necessary to repair system damage.

24. Meter Relocation.

The District shall permit the relocation of meters or services provided that:

- (A) the relocation is limited to the requesting customer's existing property designated to receive service;
- (B) a current easement for the proposed location has been granted to the District;

(C) service capacity is available at the proposed location; and

(D) the customer pays a Meter Relocation Fee and any additional costs that may be incurred by the District to relocate the meter. [see Section G.17]. In order to improve the operations of the District, the District may relocate a meter at any time at no cost to the customer.

25. Prohibition of Multiple Connections To A Single Tap.

No more than one (1) residential, commercial or industrial service connection is allowed per meter. The District may require the owner of an apartment building, mobile home/RV park or other commercial account to apply for a single meter as a "Master Metered Account" pursuant to Section E.2(c)(4) of this Rate Order. Any unauthorized sub metering or diversion of service shall be considered a "multiple connection" and subject to disconnection of service. If the District has sufficient reason to believe a multiple connection exists, the District shall discontinue service under the Disconnection with Notice provisions in subsection 14(a) above.

26. Customer Responsibilities.

(A) District Access to Meters. Customers shall allow District employees and designated representatives access to meters for the purpose of reading, testing, installing, maintaining and removing meters and using utility cutoff valves. If access to a meter is hindered so that the District is prevented from the reading of the meter, an estimated bill shall be rendered to the customer for the month and a notice of the hindrance shall be sent to the customer. If access is denied for three (3) consecutive months after notice to the customer, then service shall be discontinued and the meter removed with no further notice. [see Section E.3 (d)].

(B) Compliance with On-Site Service and Plumbing Requirements. Customers shall be responsible for complying with all District, local, state and federal codes, requirements and regulations concerning on-site service and plumbing facilities.

(1) All connections shall be designed to ensure against back-flow or siphonage into the District's water system. In particular, livestock water troughs shall be plumbed above the top of the trough with an air space between the discharge and the water level in the trough. [30 TAC § 290.46].

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the applicant. [30 TAC § 290.46].

(3) All pipe and fittings used by the customer to convey wastewater from its source to the wastewater line must be a minimum of D-3034, SDR-35 or equivalent, 4" diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be watertight and pipe must be installed to recommended grade. All non-household wastewater customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the District's wastewater collection piping. A single cleanout is required at the property line and a double cleanout is required at the house. The District may impose other site-specific requirements. All wastewater and potable water service pipeline

installations must be a minimum of nine feet (9') apart and meet all applicable plumbing standards for line separation and crossing.

(4) Requirements for Traps:

(a) Discharges requiring a trap include but are not limited to:

- (i) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
- (ii) oil, flammable wastes;
- (iii) sand; and
- (iv) other harmful materials.

(b) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:

- (i) provide equipment and facilities of a type and capacity approved by the approving authority;
- (ii) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
- (iii) maintain the trap in effective operating condition.

(c) Approving Authority Review and Approval (by the Board of Directors or Agency):

- (i) if pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
- (ii) the design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances, and other laws.
- (iii) any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

(5) Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

(C) Payment on Multiple Accounts. A customer owning more than one service connection shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the customer.

(D) Extent of District Ownership and Maintenance. The District's ownership and maintenance responsibility of water distribution and metering equipment shall end at a customer's meter. Therefore, all water usage registering upon and/or damages occurring to the metering

equipment owned and maintained by the District shall be subject to charges pursuant to this Rate Order.

(E) Cut-off Valve Requirement. The District shall require each customer to have a cut-off valve on the customer's side of the meter for purposes of isolating the customer's service pipeline and plumbing facilities from the District's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The customer's use of the District's curb stop or other similar valve for such purposes is prohibited. A customer shall be subject to charges for any damage to the District's meter or other service equipment. A cut-off valve may be installed as a part of the original meter installation by the District.

27. Prohibited Plumbing Practices.

(A) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an air gap or an appropriate backflow prevention device.

(B) No cross-connection between the water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

(C) No connection which allows water to be returned to the public drinking water supply is permitted.

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

(E) No solder or flux which contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

28. Excluded Flow and Waste.

(A) No waste material, which is not biologically degradable, will be permitted to be discharged into the district's facilities, including mud and debris accumulated during service line installation.

(B) No industrial wastes other than domestic sewage shall be discharged into the District's wastewater system unless approved in writing by the Board of Directors. No toxic wastes, wastes which would damage the collection and treatment facilities or wastes which would interfere with the waste treatment process shall be discharged into the District's wastewater system.

(C) Industrial wastes shall not be diluted by unnecessary use of process water, or by adding unpolluted water, before discharging into the District's wastewater system. No cooling water shall be discharged into the District's wastewater system.

(D) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's wastewater system.

(E) No ground water drains, foundation drains, or other subsurface drains shall be connected in the District's wastewater system.

(F) No effluent drains from existing and/or abandoned septic tanks or field lines will be permitted to remain in service.

29. Water Service Connections.

(A) Applications for water service connections shall be filed with the District on approved forms. Applicants shall meet all District requirements for service, including the grant of any necessary water and wastewater easements (as determined by the District) and the installation of a cut-off valve at the expense of the service applicant.

(B) No person, other than District employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected to a water service line.

(C) A customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours. The customer must, at the customer's expense, properly install a backflow prevention device as required by the District.

(D) All costs to extend or oversize District water mains or service lines to serve any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or developer requesting service.

30. Standards for Water Service Lines.

The following standards govern the installation of customer service lines for water service to residences or commercial buildings within the District:

(A) All new residential or commercial connections to the District's water system shall be made in accordance with previous subsection 29 and the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in Subchapter D, Chapter 290, Title 31 of the Texas Administrative Code. In the event of a conflict between the provisions of subsection 29 and the TCEQ's Rules and Regulations for Public Water Systems, the more stringent shall apply.

(B) Water service lines and fittings shall be of Type "K" copper or polyvinyl chloride PVC DR 18 as approved by the District.

(C) Water service lines and wastewater service lines shall not be less than three feet (3') apart horizontally and shall be separated by undisturbed or compacted earth.

(D) Water service lines or any underground water pipe shall not be run or laid in the same trench with non-metallic wastewater or drainage piping unless all three of the following conditions are met:

(1) The bottom of the water service line at all points shall be at least twelve inches (12") above the top of the wastewater line.

(2) The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of eighteen inches (18").

(3) The water service line shall be installed with water tight joints tested to a minimum of 150 PSI.

(E) A minimum of four feet (4') of Type "K" soft copper pipe shall be installed at the end of the water service line at the connection to the water meter.

(F) Water service lines shall be bedded in well graded crushed stone to provide six inches (6") of cushion below the line. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the crushed stone bedding is placed.

(G) A District-owned water meter and a District-approved meter box shall be installed by the District or its designated representative.

(H) Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.

(I) Lawn sprinkling systems shall be quipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6") above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage.

(J) The District's water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.

(K) Upon the installation of a service line, a request for inspection shall be made to the District's office, and the line shall not be back-filled until the District has inspected and approved of the installation. The District shall perform the inspection within forty-eight (48) hours of receiving the request.

(L) Back filling of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.

31. Wastewater Service Connections.

(A) Applications for wastewater service connections shall be filed with the District on approved forms. All applicants for wastewater service shall grant an easement to the District which shall own, install and maintain the Grinder Pump Station and discharge piping from the pump station to the wastewater main or service line. The property owner shall be required to construct the customer service line from the foundation of the residence or commercial building to the Grinder Pump Station.

(B) The District shall construct all wastewater service facilities from the Grinder Pump Station of a residence or commercial building to the District's wastewater service line, which installation

shall include the Low Pressure Wastewater System, all sanitary wastewater piping, and all electrical services requirements.

(C) The applicant shall grant an easement to the District and such access to the property designated to receive service as may be reasonably necessary for the District to install and maintain the Grinder Pump Station and Low Pressure Wastewater System to serve the residential or commercial building thereon. The District shall designate the locations of the Low Pressure Wastewater System on the property.

(D) The District may remove all grass, bushes, shrubs, soil and other fixtures necessary to install the Low Pressure Wastewater System. The District shall have no obligation to repair, replace or replant any grass, bushes, shrubs, soil or fixtures removed or damaged during installation of the Low Pressure Wastewater System.

(E) The District may use any soil removed during installation to backfill over existing wastewater lines and facilities, and the balance of such fill material may be utilized by the property owner for other requirements. The District shall not be obligated to remove or dispose of any fill material removed and not used for backfill in the installation of the Low Pressure Wastewater System or otherwise used by the owner.

(F) The District shall make all physical connections of a residence or commercial building to the District's wastewater system. Pursuant to this Rate Order, a property owner or developer requesting service shall be responsible for payment of the following fees and charges relative to the connection of wastewater lines:

(1) all costs for the acquisition and/or installation of the Low Pressure Wastewater System from the Grinder Pump Station located at each property to the District's main wastewater line, located within an easement granted by the property owner to the District, including but not limited to wastewater pumps, tanks, fittings, valves, piping and electrical service;

(2) the monthly electrical service costs to provide electrical service to the Grinder Pump Station located at the residence or commercial building of a property; and

(3) a tap fee for connection of the Low Pressure Wastewater System to the District's main wastewater line, which connection shall be made solely by the District, at such costs as may be assessed from time-to-time by the District.

(G) Grinder Pump Stations shall be placed within fifty feet (50') of the foundation of the residence or commercial building to be served. The District shall make a reasonable attempt to consult with each property owner about locations for the Grinder Pump Station; however, the final location of a Grinder Pump Station shall be made solely by the District based on the practical limitations of construction.

(H) All costs to extend or oversize District wastewater mains or service lines to serve any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or developer requesting service. From and after February 5, 2003, all new customers of the District shall connect to wastewater facilities that are available within three hundred feet (300') of the property of any new customer. In addition, such new customer is prohibited from the installation of private on-site wastewater holding or treatment facilities.

(I) From and after February 5, 2003, all new developments within the District's service area be required to connect to the District's wastewater collection system, when feasible and appropriate. Providing water service to any new subdivision or development by the District without requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.

(J) A property owner that has already installed an on-site wastewater holding or treatment facility on land within the District's service area may be required to connect to the District's wastewater collection system when the District's wastewater collection system is contiguous or adjacent to the property owner's property line.

32. Standards for Wastewater Service Lines.

The following standards govern the installation customer service lines for wastewater service to residences or commercial buildings within the District:

(A) All new residential or commercial connections to the District's wastewater system shall be made in accordance with the previous subsection 31, and shall provide for the installation of a Low Pressure Wastewater System and the granting of an easement by the property owner for installation by the District.

(B) The following types of piping and fitting material are approved for constructing service lines from the foundation of a residence or commercial building to the Grinder Pump Station:

(1) Service pipe extending from the foundation of a residence or commercial building to the Grinder Pump Station shall be Polyvinyl Chloride (PVC) Pipe, SDR 35, as defined in ASTM D-3034, push-on type with factory pre-molded gasketed joints. All fittings shall be PVC scheduled 40 solvent weld joints.

(2) Minimum size of service lines should be as follows:
Residential.. . . . minimum 4" internal diameter
Commercial.. . . . minimum 6" internal diameter

(3) Minimum grades for services lines shall be as follows:
4" pipe.. . . . 1 foot drop per 100 feet (1%)
6" pipe.. . . . 6 inch drop per 100 feet (0.5%)
8" pipe.. . . . 4 inch drop per 100 feet (0.33%)

(4) Maximum grades for service lines shall be as follows:
4" pipe.. . . . 2½ foot drop per 100 feet (2.5%)
6" pipe.. . . . 1½ foot drop per 100 feet (1.5%)
8" pipe.. . . . 1 foot drop per 100 feet (1%)

(C) Service lines shall be constructed to true alignment and grade, and warped and sagging lines will not be permitted.

(D) Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of the service line to the residence or commercial building plumbing. No cement grout materials shall be permitted.

(E) Fittings and cleanouts for service lines shall be as follows:

(1) No bends or turns at any point shall be greater than 45 degrees.

(2) Each horizontal service line shall be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length shall be provided with a cleanout for each ninety (90) feet or fraction thereof, in length of such piping.

(3) Each cleanout shall be installed so that it opens in a direction opposite to the flow of the waste and, except in case of "wye" branch and end-of-the-line cleanouts, cleanouts shall be installed vertically above the flow line of the pipe.

(4) Each cleanout shall be made with an airtight mechanical plug.

(F) All residential or commercial building drains and pipes leading to the District's wastewater system shall be maintained so as to exclude any ground or surface water from entering the wastewater system. The District shall require the owner of these facilities to immediately correct at his own cost and expense any leaks or other conditions allowing the entry of ground water into the wastewater system. This provision shall apply whether such leaks or conditions existed prior to or after the effective date of this Rate Order.

(G) Upon the installation of a service line, a request for inspection shall be made to the District's office, and the line shall not be back-filled until the District has inspected and approved of the installation. The District shall perform the inspection within forty-eight (48) hours of receiving the request.

(H) Back-filling of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.

(I) As stated herein above, the District shall make all physical connections to the District's wastewater main.

33. Standards Details for Service Facilities.

All water and wastewater service facilities shall be constructed in accordance with the Water Standard Details and Wastewater Standard Details (approved 09-19-05) attached to this Rate Order in Appendix C and incorporated herein by reference. In the event of a conflict between these standard details and any other provision of this Rate Order, the standard details shall apply.

34. Penalties and Enforcement.

(A). Penalties. Any person violating any provision of this Section E, as amended, may be subject to a fine of not more than \$500.00 for each violation. Each day that a violation of this Section E is permitted to exist shall constitute a separate violation. A penalty under this section

is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Rate Order.

(B) Other Penalties. The District may disconnect water and/or wastewater service to any customer discharging prohibited wastes.

(C) Liability for Costs. Any person violating any provision of this Section E, as amended, shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation and the District's enforcement thereof. If the District prevails in any suit to enforce these rules and regulations, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court.

(D) No Waiver. The failure on the part of the District to enforce any section, clause, sentence, or provision of this Rate Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Rate Order.

MUSTANG
Special Utility District
7985 FM 2931
Aubrey, Texas 76227

Ph. 940-440-9561

Fax 940-440-3313

ORDER 102813-01

**A ORDER OF THE MUSTANG SPECIAL UTILITY DISTRICT BOARD OF DIRECTORS
AMENDING THE MUSTANG RATE ORDER TO INCLUDE AMENDING WASTEWATER
STANDARD DETAIL PROVISION (APPENDIX C) FOR GREASE TRAPS IN CERTAIN BUILDING
WASTEWATER SYSTEMS TO INCLUDE PENALTY AND FINES;**

WHEREAS, Mustang Special Utility District provides water and wastewater service to Northeast Denton County;

WHEREAS, certain businesses can create excessive grease type substances which hamper treatment of the wastewater;

WHEREAS, Mustang desires to limit the amount of grease being discharged into the system in order to reduce collection and treatment problems associated with grease;

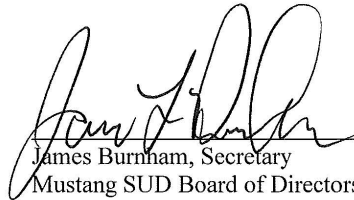
**THEREFORE, IT IS HEREBY ORDERED BY THE MUSTANG SPECIAL UTILITY DISTRICT
BOARD OF DIRECTORS:**

The Mustang Rate Order is amended to include grease trap requirements in the Wastewater Standard Details (Appendix C), including penalty and fines.

ADOPTED, this 28th day of October 2013, at a regular meeting, with a quorum present, of the Mustang Special Utility District Board of Directors.



Bill Hathaway, President
Mustang SUD Board of Directors



James Burnham, Secretary
Mustang SUD Board of Directors

Grease Trap Order

*Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227*

*Office: 940-440-9561
Fax: 940-440-9686
www.mustangwater.com*

SECTION I

DEFINITIONS

Section 1.01 Definitions

This Order shall be known as the "Mustang Special Utility District Grease Order", may be cited as such, and will be referred to herein as "this code".

"Abnormal Sewage" shall mean any sewage having a total suspended solids or BOD content in excess of that found in normal domestic wastewater but is otherwise acceptable into a public sewer under the terms of this chapter.

"Biochemical Oxygen Demand (BOD)" shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter as specified by procedure in Standard Methods and results expressed in terms of weight and concentration (milligrams per liter -mg/l).

"District" shall mean Mustang Special Utility District.

"Director of Utilities" shall mean the administrative head of the district or a designated representative.

"Engineer" shall mean a person duly authorized under the provisions of the Texas Engineering Act to practice the profession of engineering in the state of Texas. The term "owner's engineer(s)" shall identify the Engineer(s) employed or retained by the developer to perform design or engineering functions for the developer.

"Food Establishment" shall mean any place where food is manufactured, packaged, produced, processed, prepared or served for commercial, public or facility resident consumption, such as restaurant, commercial kitchen, caterer, hotel, school, hospital, correctional facility, and care institution. These establishments use one (1) or more of the following activities: cooking by frying, baking, grilling, rotisserie cooking, broiling, boiling, roasting, or toasting. Also included is infrared heating, searing and any other food preparation activity that produces a hot food product in or on a receptacle that requires washing. The term shall also include any such place regardless of whether there is a charge for the food. The term shall not include private home where food is prepared for individual family consumption.

"Inspector" shall mean the representative of the district who is specifically assigned to inspect any or all parts of the sanitary sewer system, particularly new subdivision extensions, but who is without authority to revise, alter, or revoke the requirements of the rules, regulations, policies, and procedures of the district or the approved contract documents for the job. Such inspection, or lack of inspection, will not relieve the

contractor from any obligation to perform work in accordance with the contract documents and/or applicable district, county, and state codes.

"POTW" shall mean publicly owned treatment works.

"Normal Domestic Wastewater (Sewage)" shall mean wastewater discharged by a person into sanitary sewers and in which the average concentration of total suspended solids is not more than 240 mg/l and BOD is not more than 210 mg/l, and which is otherwise acceptable into a public sewer under the terms of this code.

"Off-Site Facilities" shall mean the sanitary sewer mains located outside the boundaries of and not contiguous with the area of development except by point of contact, but that are required in order to join the development to the prior existing system.

"On-Site Facilities" shall mean the sanitary sewer mains situated within or surrounded by a single development. Generally all discussions of the facilities will pertain to on-site facilities unless they are specifically denoted to the "off-site" or "boundary facilities."

"Over-Sized Cost" shall mean the difference in cost between the main built and the cost of the size main determined to be the minimum size required to serve the subdivision as determined by the Director of Utilities. The minimum size main upon which over-size cost shall be determined shall not be less than the standard main defined herein.

"Owner" or "Owners" herein shall refer to the person, firm, corporation, or partnership with primary responsibility toward the district to ensure compliance with rules and regulations and this code of the district dealing with subdivision and or development. This term includes person or persons, firms, corporations, partnerships, or agents, attorneys, managers, directors, developers, developer's contractors including engineers, builders, planners, etc. Such terms as used herein always includes one or more of the above who own all or any part of the land which is contemplated to be developed.

"Person" as used in this code shall mean any person, firm, association of persons, or corporation, including a public, private, or municipal corporation.

"Ph" shall mean the measure of the relative acidity or alkalinity of water based on a scale of 0 to 14. Zero (0) on this scale being most acidic and fourteen (14) most alkaline.

"Sampling port or Sampling Well" shall mean a device or manhole installed in the facility sewer according to specifications required by the District to allow the sampling of the wastewater discharge.

"Sanitary Sewer" shall mean a system of pipes, treatment facility owned and operated by the District of which collect, transport, and treat sanitary sewage, and to which storm, surface, and ground waters are not intentionally or normally admitted.

"TCEQ" shall mean the Texas Commission on Environmental Quality.

"Transporter" shall mean a person who is registered with and authorized by TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste.

"TSS" shall mean the value of the test for Total Suspended Solids, as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater."

SECTION II Installation and Maintenance Requirements

(1) Installations

New Construction:

(a) Each grease generator using a facility newly constructed, at enactment of this Order, shall be required to design, install, operate, and maintain a grease trap or grease interceptor suitable for the grease generators need as determined by the District and in accordance with locally adopted plumbing codes or other applicable Orders. Grease interceptors for newly constructed facilities shall be installed and inspected prior to issuance of a certificate of occupancy. Minimum size allowed by the District is 500 gallon grease trap. A grease trap sizing worksheet shall be kept on file for each commercial or industrial user at the District's office. Should a business remodel its facilities a new sizing sheet must be submitted.

Existing and Proposed Establishments:

(b) Each grease generator using a facility newly proposed for food establishment shall be required to design, install, operate, and maintain a grease trap or grease interceptor suitable for the grease generator's need as determined by locally adopted plumbing codes and/or the District in accordance with this or other applicable Orders.

(c) Existing grease traps and grease interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with the locally adopted plumbing codes or other applicable Orders, unless specified in writing and approved by the District.

(d) A generator shall properly install a sample port or sample well for ease in wastewater discharge from the grease trap. Sample ports shall meet the following criteria:

(i) the sample port shall be installed and maintained at the generator's expense;

(ii) the sample port shall be installed as close as possible to, and no more than (24") from the discharge of the grease trap, or grease interceptor;

(iii) the port shall be installed according to the specifications obtained from the District and shall be installed perpendicular to the effluent flow to allow visual observation and sampling;

(iv) the port shall be accessible for monitoring by District personnel;

(v) new facilities being constructed shall have the sample port installed and inspected prior to continuous water and sewer service.

(2) Inspections and Fees

(a) Sewer connections and house service lines shall be inspected by the District's Operator for compliance with the District's rules and regulations. An inspection fee of \$50.00 shall be charged for all connections. Installations which fail to conform at any time to the rules and regulations shall be disconnected. Any customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. After noted deficiencies have been corrected a re-inspection shall be made upon payment to the District of a re-inspection fee of \$50.00. For restaurants and similar businesses that require a grease trap the District will require a minimum one trap and one sampling well. Each trap and sampling well required to be installed shall be subject to initial inspection and approval by a District representative. The fee for this initial inspection shall be \$50.00. It shall be the responsibility of the owner of the property to maintain and service the trap(s). The District's operator may inspect the traps, take samples and flow measurements from the sampling port with no limit as to the frequency of the test. A surcharge of \$25.00 per month will be added to the District's commercial sanitary sewer rates for each grease trap installed. If a grease trap is found in violation during a routine inspection, re-inspection, sampling and testing, the District may, at its sole discretion as to time and frequency, bill to the owner of the property charges as follows:

Re-inspection	\$50.00 per trip
Sampling	\$25.00 per trip
Lab analysis	Cost+ 15%

The District has the right, in its sole discretion, to require the owner to pre-treat the discharge at the owner's expense.

(3) Cleaning and Maintenance

(a) Grease traps, and grease interceptors shall be maintained in an efficient operating condition at all times. A grease generator shall have the grease trap serviced as frequently as necessary to prevent a bypass or overflow into the District's wastewater collection system and to insure proper operation of the trap.

- (b) Each grease trap being cleaned shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck, in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with any applicable federal, state, county, or city regulation. A generator shall supervise the servicing of the trap and shall ensure that the trap is completely emptied by an authorized transporter as defined in this Order during such servicing. The transporter shall not return any material to the grease trap once the trap has been cleaned. A copy of the grease trap manifest detailing the volume removed, location, and date of service shall be sent to the District to ensure that proper maintenance and effluent limits are being met.
- (c) Grease traps shall be inspected for seepage into the surrounding media whenever the trap has been cleaned. The grease generator shall repair, replace, or install apparatus and equipment as necessary to ensure the proper operation and function of the grease trap. A grease generator shall clean up or have cleaned up all spills of liquid or solid waste and have the waste properly disposed of by the transporter.

(4) Self Cleaning

- (a) Grease trap self-cleaning operators must receive approval from the District annually prior to removing grease from their own grease traps located inside a building, provided:
 - (i) the grease trap is no more than (50) gallons in liquid/operating capacity;
 - (ii) proper on-site material methods are implemented (i.e. absorb liquids into solid form and dispose into trash);
 - (iii) grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump out; and
 - (iv) detailed records on these activities are maintained and available for review by District personnel.
 - (v) self-cleaning intervals shall be at the District representative's discretion.
- (b) Grease trap self-cleaning operators must submit a completed self-cleaning request to the District for approval. The written request shall include the following information:
 - (i) business name and street address;
 - (ii) grease trap operator name, title, and phone number;

- (iii) description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap; and
 - (iv) a signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
- (c) Self-cleaners must adhere to all the requirements, procedures and detailed record keeping outlined in their approved application, to ensure compliance with this article. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
- (i) date the grease trap was serviced;
 - (ii) name of the person or company servicing the grease trap
 - (iii) waste disposal method used;
 - (iv) gallons of grease removed and disposed of;
 - (v) waste oil added to the grease trap waste; and
 - (vi) signature of the operator after each cleaning that certifies that all grease trap waste was removed and disposed of properly, that the grease trap was thoroughly cleaned, and that all parts were replaced and in operable condition.
- (d) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

(5) Cleaning Schedules

- (a) Grease traps shall be cleaned as often as necessary to ensure that floating materials do not accumulate to impair the efficiency of the trap; to ensure that the discharge is in compliance with discharge limits; and to ensure that no visible non-soluble materials, or grease is observed in the discharge.
- (b) Grease traps subject to these standards shall be completely evacuated a minimum of every ninety (90) days or more frequently when:
 - (i) twenty-five (25 %) percent or more of the wetted height of the grease trap as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or grease;
 - or

- (ii) the discharge exceeds BOD, COD, TSS, TOG, pH, or other pollutant levels established by the District; or
 - (iii) there is a history of non-compliance.
- (c) Any person who owns or operates a grease trap may submit to the District a request in writing for an exception to the ninety (90) day pumping frequency of the person's grease trap. The District may grant an extension for required cleaning frequency on a case-by-case basis when:
- (i) the grease generator has demonstrated the grease trap will produce an effluent based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, TOG or other parameters as determined by the District, or
 - (ii) less than twenty-five (25%) percent of the wetted height of the grease trap as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or other greases.
- (d) In any event, a grease trap shall be fully evacuated, cleaned, and inspected at least every 180 days.
- (e) If a grease generator believes that pumping of their grease trap every 180 days is not justified, the generator must request in writing an exemption to the requirement. To qualify for the exemption, the generator must (1) have an independent laboratory sample and analyze a monthly grab wastewater discharge sample for oil and grease. (2) ensure samples are collected from the sample port; and (3) when analyzed, the oil, grease, must be less than 200 mg/l.

(6) Manifest Requirements

- (a) Each pump-out of a grease trap must be accompanied by a manifest to be used for record keeping purposes as described in this section, or as required for a particular grease trap generator by the District.
- (b) Persons who generate, collect, and transport grease trap waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest and shall include the following:
 - (i) name, address, telephone, and TCEQ registration number of the transporter
 - (ii) name, signature, address, and telephone number of the person who generated the waste and date collected;

- (iii) type and amount of waste collected or transported;
 - (iv) name and signature of responsible person collecting, transporting, and depositing the waste;
 - (v) date and place where the waste was deposited;
 - (vi) identification (by permit or site registration number, location and operator) of the facility where the waste was deposited;
 - (vii) name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - (viii) the volume of the grease waste received; and
 - (ix) a numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease waste transported.
- (c) Manifest shall be divided into five (5) parts and records shall be maintained as follows:
- (i) one part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup;
 - (ii) the remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest;
 - (iii) one part of the manifest shall go to the receiving facility;
 - (iv) one part of the manifest shall go to the transporter, who shall retain a copy of all manifest showing the collection and disposition of waste;
 - (v) one part of the manifest shall be returned by the transporter to the person who generated the waste within fifteen (15) days after the waste is received at the disposal facility.
 - (vi) one part of the manifest shall go to the District.
- (d) Copies of manifest returned to the waste generator shall be retained for five (5) years and be readily available for review by the District.

(7) Alternative Treatment

- (a) A person commits an offense if the person introduces, causes, or permits the introduction of any surfactant, solvent, or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap and into the collection system, and include, but not limited to, enzymes, soap, diesel, kerosene, terpene, and other solvents.
- (b) It is an affirmative defense to the enforcement of the above subparagraph that the use of surfactants or soap is incidental to normal kitchen hygiene operations.

(8) Monitoring

- (a) Generators shall submit to the District copies of all manifest made by waste transporters servicing their grease traps during the reporting period, as otherwise required by this Order, together with a copy of any maintenance logs kept for the grease trap and any other information required by the District.
- (b) District personnel and their representatives may sample a generator's facility at any reasonable time. It shall be unlawful for a generator to refuse to allow District personnel and their representatives to enter the premises during business hours to determine if the generator is complying with all the requirements of this article. A generator shall allow the District and their representative access to all parts of the building for the purpose of inspection, sampling, records examination, and copying. If the results of the sampling indicate that the generator is not in compliance with this Order, or the generator has not timely submitted manifest or other reports as required, the generator shall be required to pay for the sampling done under this subsection as well as face a surcharge fee, disconnection of water and sewer services, or fines.

(9) Facility Closure or Remodeling

When a facility with a grease trap closes for business and is subsequently demolished, then any trap shall physically be removed within thirty (30) days of demolition. If a facility is remodeled such that the trap will not be used, then within thirty (30) days from disconnection of the trap, the trap may be physically removed, or left in place after all effluent is pumped out, the trap is cleaned thoroughly, filled with sand or other inert material, or replumbed as to bypass the existing trap while leaving the empty trap in place for possible future utilization by another business. In all instances, the owner of the premises shall appropriately inform the District and perform closure at such a time as to allow for inspection during the removal of the grease trap.

(10) Industrial pollutants

- (a) It shall be a violation of this Order for any person, company, business or association to knowingly dispose of chemicals, crude oil, motor oil, and

other such fluids used in the automotive industry or industries that may handle such pollutants into the sanitary sewer system.

- (b) Generators of the above mentioned pollutants shall fall under the same requirements set forth in (8) (a) and (b) of this article.

(11) Schedule of Penalties

- (a) The District may authorize the suspension of water service and/ or wastewater service to a generator to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes interference to the District's wastewater treatment facility and/ or sanitary sewer system. Service may also be suspended if the generator refuses to abide by this Article or to pay any penalty issued. A generator is liable to the District for any expense, loss, or damage occasioned by the District for reason of appropriate cleanup and proper disposal of waste material.
- (b) Any person who violates any provision of this article shall, upon conviction, be punished as provided for a public health type violation in Section II 1-5 described above. Each day a violation continues shall constitute a separate offense and shall be punished accordingly. In addition to prohibiting certain conduct, it is the intent of this Article to hold a corporation, association, limited liability company, or partnership legally responsible for prohibited conduct performed by an agent acting on behalf of a corporation or association and within the scope of his office or employment.

(12) Conforming Facilities

All trap installation and cleaning requirements shall be in effect upon the effective date of enactment of this Order.

- (a) Grease generators in existence prior to the enactment of this Order shall have until 11/1/14 to install grease traps or bring their existing grease traps into compliance according to Section II (1) a-d. Request for extension of time to comply with this Order must be made before 06/1/14 to the District. The District's decision may be appealed to the District's Board of Directors. Every decision of the Board of Directors shall be final, subject however, to such remedy as any aggrieved party may have at law or in equity.

- (b) Grease generators who believe that this Order is not applicable to their establishment or who cannot physically meet construction requirements or believe that construction requirements are unduly onerous may request review by the District. The District's decision may be appealed to the board of directors. Every decision of the board of directors shall be final, subject however, to such remedy as any aggrieved party may have at law or in equity.

Section 1. That if any provision of any section of this Order shall be held to be void or unconstitutional, such holding in no way affect the validity of the remaining provisions or sections of this Order, which shall remain in full force and effect.

Section 2. That this Order shall not operate to repeal or affect any such other Orders except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Order, in which event such conflicting provisions, if any, in such Order or Orders are hereby repealed.

Section 3. That all regulations provided in this Order are declared to be governmental and for the health, safety and welfare of the general public. Any member of the board of directors, city official, or employee charged with the enforcement of this Order, acting for Mustang Special Utility District in the discharge of his or her duties, shall not thereby render himself or herself personally liable, and he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

Section 4. This Order shall take effect upon its publication.

SECTION III
Regulation of Discharges

(1) Discharge prohibitions and limits

- (a) No user shall discharge wastewater or industrial waste into the POTW which may cause interference or pass through.
- (b) Users shall not allow any liquids, solids or gases which by their nature may be sufficient to cause fire or explosion to the POTW.
- (c) Solid or viscous substances which may cause obstruction or interfere with the operation of the POTW include but are not limited to: Garbage with particles greater than one-half inch (1/2") in any dimension, bones, hair, sand, mud, rags, towels, wood, plastics, tar, oil, and fuel.
- (d) Any wastewater with color that cannot be removed in the POTW treatment process, include but are not limited to dye waste and vegetable tanning solutions.
- (e) Any wastewater that contains oils and grease in excess of 200 mg/L.
- (f) Any wastewater with a pH of less than 5.5 or greater than 11.0.
- (g) Any BOD or COD in excess of 210 mg/L.
- (h) Any total suspended solids (TSS) in excess of 240 mg/L.
- (i) Any nitrogen ammonia in excess of 30 mg/L.
- G) Any wastewater containing hydrogen sulfide, nitrous oxide, or sulfur dioxide in excess of 10.0 mg/L (per compound).

(2) Surcharges

The Environmental Protection Agency and the Texas Commission on Environmental Quality regulate and set standards for each treatment plant in the state. These standards require that the plant remove certain pollutants and reduce the *TSS* and *BOD* to specified levels before discharging the treated water to a receiving stream. The cost of having wastewater treated depends on the strength of the wastewater.

This surcharge is to cover the additional cost of wastewater treatment beyond the domestic or residential level. The surcharge rate of \$25.00 per commercial or industrial account that requires a grease trap(s) or pretreatment will be added each month to the owner's bill. Additional charges found in section 2.2a of this article may apply on a case by case basis.

MUSTANG
Special Utility District

7985 FM 2931
Aubrey, Texas 76227

Ph. 940-440-9561

Fax 940-440-3313

ORDER 032414-01

AN ORDER OF THE MUSTANG SPECIAL UTILITY DISTRICT BOARD OF DIRECTORS ADOPTING NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODE 291 2013 EDITION, AND AMENDING THE MUSTANG RATE ORDER TO INCLUDE AMENDING STANDARD DETAILS TO INCLUDE NFPA CODE 291 MARKING OF HYDRANTS;

WHEREAS, Mustang Special Utility District owns and maintains numerous fire hydrants located throughout the water distribution system;


WHEREAS, NFPA Code 291 2013 Edition is an approved American National Standard;


WHEREAS, Texas Health and Safety Code Chp. 341.0357(c) provides that a political subdivision may adopt its own marking system as an exception to requirements to paint low flow hydrants black;

THEREFORE, IT IS HEREBY ORDERED BY THE MUSTANG SPECIAL UTILITY DISTRICT BOARD OF DIRECTORS:

NFPA Code 291 2013 Edition is adopted, and the Mustang Rate Order is amended to include NFPA Code 291 in the Standard Details.

ADOPTED, this 24th day of March 2014, at a regular meeting, with a quorum present, of the Mustang Special Utility District Board of Directors.


Bill Hathaway, President
Mustang SUD Board of Directors


James Burnham, Secretary
Mustang SUD Board of Directors

NFPA® 291

Recommended Practice for Fire Flow Testing and Marking of Hydrants

2013 Edition



NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471
An International Codes and Standards Organization



Hydrant Flow Test Report	
Location _____	Date _____
Test made by _____	Time _____
Representative of _____	
Witness _____	
State purpose of test _____	
Consumption rate during test _____	
If pumps affect test, indicate pumps operating _____	
Flow hydrants: A₁ A₂ A₃ A₄	
Size nozzle _____	
Pilot reading _____	
Discharge coefficient _____	Total gpm _____
Static B _____ psi	Residual B _____ psi
Projected results @20 psi Residual _____ gpm; or @ _____ psi Residual _____ gpm	
Remarks _____	

Location map: Show line sizes and distance to next cross-connected line. Show valves and hydrant branch size. Indicate north. Show flowing hydrants – Label A ₁ , A ₂ , A ₃ , A ₄ . Show location of static and residual – Label B.	
Indicate B Hydrant _____ Sprinkler _____ Other (identify) _____	

FIGURE 4.11.2 Sample Report of a Hydrant Flow Test.

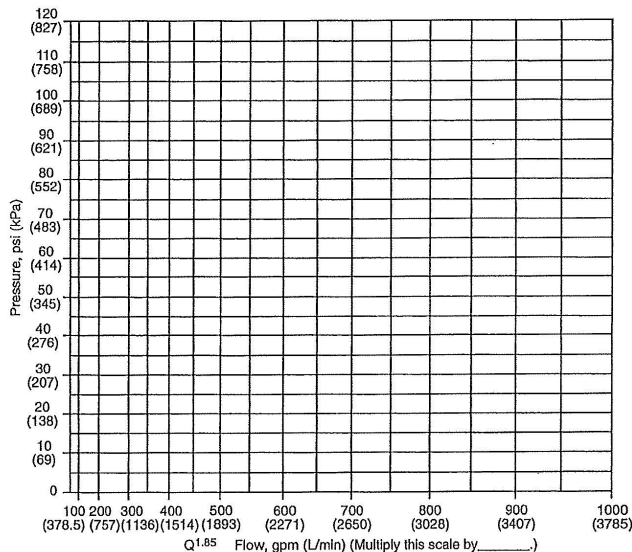


FIGURE 4.11.4 Sample Graph Sheet.

Chapter 5 Marking of Hydrants

5.1 Classification of Hydrants. Hydrants should be classified in accordance with their rated capacities [at 20 psi (1.4 bar) residual pressure or other designated value] as follows:

- (1) Class AA — Rated capacity of 1500 gpm (5680 L/min) or greater
- (2) Class A — Rated capacity of 1000–1499 gpm (3785–5675 L/min)
- (3) Class B — Rated capacity of 500–999 gpm (1900–3780 L/min)
- (4) Class C — Rated capacity of less than 500 gpm (1900 L/min)

5.2 Marking of Hydrants.

5.2.1 Public Hydrants.

5.2.1.1 All barrels are to be chrome yellow except in cases where another color has already been adopted.

5.2.1.2 The tops and nozzle caps should be painted with the following capacity-indicating color scheme to provide simplicity and consistency with colors used in signal work for safety, danger, and intermediate condition:

- (1) Class AA — Light blue
- (2) Class A — Green
- (3) Class B — Orange
- (4) Class C — Red

5.2.1.3 For rapid identification at night, it is recommended that the capacity colors be of a reflective-type paint.

SECTION F.
DEVELOPER, SUBDIVISION AND
NON-STANDARD SERVICE REQUIREMENTS

1. District Limitations.

All applicants shall recognize that the District must comply with state and federal laws and regulations as promulgated from time-to-time, and with covenants of current indebtedness. The District is not required to extend retail utility service to any applicant requesting standard service to a lot or tract in a subdivision where the developer responsible for the subdivision has failed to comply with the requirements of the District's subdivision service extension policies and non-standard service requirements set forth in this section.

2. Purpose.

It is the purpose of this section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of non-standard service are determined, including the non-standard service applicant's and the District's respective costs. For purposes of this section, the term "applicant" shall refer to a developer or person that desires to secure non-standard service from the District. The applicant must be the same person or entity that is authorized to enter into a contract with the District setting forth the terms and conditions pursuant to which non-standard service will be furnished to the property. In most cases, the applicant will be the owner of the property for which non-standard service is sought. An applicant other than the property owner must furnish evidence to the District that the applicant has authority to request non-standard service on behalf the owner, or that it otherwise has authority to request non-standard service for the property.

3. Application of Rules.

This section is applicable to subdivisions, additions to subdivisions, commercial, industrial and governmental developments, and any situation where additional service facilities are required to serve a single tract of property. Examples of non-standard service to a single tract of land include, without limitation, service requests that require road bores, extensions to the District's distribution system, service lines exceeding two inches (2") internal diameter in size, service lines exceeding twenty feet (20') in length, or which require a meter larger than " 5/8 x 3/4" for service. Most nonresidential service applications will be considered non-standard by the District at its sole discretion. For purposes of this Rate Order, applications subject to this section shall be defined as "non-standard." This section may be altered or suspended for facility expansions constructed by the District at its expense. The District's general manager shall interpret, on an individual basis, whether or not an applicant's service request shall be subject to all or part of the conditions of this section. For purposes of this section the term "project" includes subdivisions, additions to subdivisions, and commercial, industrial and governmental developments.

This section sets forth the general terms and conditions pursuant to which the District will process non-standard service requests. The specific terms and conditions pursuant to which the District will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a contractual agreement to be entered between the District and applicant. Unless specifically approved by the District's Board of Directors, a non-standard service contract may not contain any terms or conditions that conflict with this Rate Order.

4. Non-Standard Service Application Process.

(A) Project Packet. The Applicant contacts the District to receive planning requirements for water and/or wastewater service and general information about the District's service capability. The Applicant will receive a copy of the District's Rate Order, non-standard service application form and a form contract for non-standard service [see Appendix B, Form B-04].

(B) Application Submission and Fees. The Applicant submits three (3) copies of its nonstandard Service Application with all supporting documentation and data (plats, engineering studies etc.) to the District office for initial review. At this time, the Applicant shall pay to the District the District's non-refundable Service Investigation Fee of \$3,000.00 for a project with up to 250 meter or meter equivalents, plus \$10.00 for each additional meter or meter equivalent to complete build-out of the project. [NOTE: the District will transmit plat/plans to the District engineer for review.] In addition, a nonrefundable fee of \$1,500 shall be paid with each re-submittal of plans to correct deficiencies as identified by the District staff or engineers. All plans and re-submittals shall only be delivered to the District offices where the Applicant will receive a receipt for such plans or re-submittals. Under no circumstance shall the Applicant deliver plans directly to the District engineer. The District reserves the right to increase the review payment for non-typical applications requiring excessive administrative, engineer or legal review.

(C) Staff Review. The District staff and the District engineers will review the nonstandard service application together with plans, schedules, data or other materials filed with the District supporting the application and provide feedback to the Applicant regarding service capability, development fees within Rate Order, and any necessary changes in plans. The Applicant should expect at least 30 days for this process.

(D) Development Review Committee ("DRC"). The District's DRC may meet with the Applicant to determine whether planned water and wastewater improvements satisfy the requirements of the District's Rate Order. DRC will normally consist of the District's general manager, contracts administrator, operations manager, and engineer. The District reserves the right to include individual District directors and legal counsel in review of projects that vary from the normal non-standard requirements of the District's Rate Order. Such meetings may be subject to requirements of the Texas Open Meetings Act. If any project is outside of the current service area as defined by the District's CCN maps and/or if the planned project does not conform with the District's requirements, the Applicant will be given a list of requirements to be met prior to the District's moving forward with the application, as well as additional fees, if any, that may be charged by the District in connection with the application. The District will take no further action until all conditions and requirements are met. Under no circumstances will the District consider executing a contract to provide service outside its CCN until the Applicant has agreed to reimburse the District for all costs incurred by obtaining the CCN to service the area requested by the Applicant.

(E) Non Standard Contract or ("NSC"). Following the completion of staff review and approval and/or any DRC meetings together with the DRC's recommendation, the District's Board of Directors will review and vote on approval of the NSC during a public meeting of the District Board of Directors. Construction of water and /or wastewater improvements shall not commence until the District's Board of Directors approve the Applicant's NSC and all fees required to be paid pursuant to the NSC are paid to the District. The balance of all applicable fees shall be paid upon the District's inspection and approval of construction and prior to the District's acceptance of the improvements constructed by the Applicant and the installation of any water meters within the project.

(F) District Water Use Prohibition. Under no circumstances shall the District provide any water to the project for construction, testing, or other purposes until the District's Board of Directors have approved a NSC for the project, and the Applicant has paid all fees then due and payable pursuant to this Rate Order and the NSC.

5. Facilities Design.

Design Requirements. Upon receipt of a completed Non-Standard Service Application and Service Investigation Fee, the District shall study the design requirements of the applicant's required facilities before preparing a Non-Standard Service Contract in accordance with the following:

(A) The District's consulting engineer may design, or review and approve, plats and plans for all on-site and off-site service facilities for the applicant's requested service in accordance with the District's specifications and any applicable municipal or other governmental codes and specifications. The consulting engineer shall notify the applicant in writing of any necessary changes to applicant's proposed plats and/or plans. Allow a minimum of thirty (30) days for the review process.

(B) The Applicant's consulting engineer shall ensure that all facilities to be constructed by the Applicant meet the demands for service as requested by the Applicant. The District reserves the right to upgrade and/or oversize the planned service facilities to meet future customer demands on condition that the Applicant shall be reimbursed the additional expense of such upgrading and/or over sizing in excess of the Applicant's facility requirements by payment by the District of the actual construction cost of the upgrade, the allowance of credits against connection fees payable by the Applicant equal to the actual construction cost of the upgrade or providing for prorated payments to the Applicant by future Applicants who utilize such upgrades. The method of reimbursement is in the sole discretion of the District.

(C) Water and wastewater line size and location will be determined by the District, whose determination is final.

(D) All water line material fittings shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standard 61 and must be certified by an organization accredited by ANSI and not less than ASTM-D2241 Class 200.

(E) Any water line extensions constructed by an Applicant shall be constructed completely across (property line to property line) the side of the subdivision or development which is contiguous and adjacent to the road or street on which the main entrance to the project is located.

(F) The water system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping. All dead-end lines less than two inches (2") in diameter will not require flush valves if they end at a customer service connection. The District may permit dead ends when necessary as a stage in the growth of the water system, but they shall be located and arranged to ultimately connect the ends to provide circulation. [see 30 TAC § 290.44(d)(6)].

6. Prepayment of Certain Fees Required.

An applicant for non-standard service shall pre-pay certain fees in accordance with the following:

(A) On or before the date that a Non-Standard Service Contract is executed for the construction of service facilities required to provide service to the Applicant's project or a phase thereof, the Applicant shall deposit with the District a sum of money equal to the following: one-half ($\frac{1}{2}$) of the Connection Fee, required by Section G of this Rate Order, multiplied by the total number of meters or meter equivalents to be developed or located in the project or phase, as applicable. Payment of the foregoing sum is a mandatory prerequisite to the commencement of construction of the water and/or wastewater infrastructure of the project.

(B) Before the Applicant's project or a phase thereof is approved and accepted by the District, the applicant shall pay to the District the remaining fees due the District which have not been paid by the Applicant, including without limitation the remaining balance of the Connection Fees due under the previous subsection (a). This requirement is a mandatory prerequisite to the initiation of water and/or wastewater service to the project pursuant to a Non-Standard Service Contract.

(C) Subsequent purchasers of individual lots shall pay a meter installation fee and a deposit upon applying to the District for activation of service to individual lots, as required by Section G.3 of this Rate Order.

7. Non-Standard Service Contract.

Applicants requesting or requiring non-standard service shall be required to execute a written Non-Standard Service Contract prepared by the District's attorney. [see Appendix B, Form B-04]. The District shall prepare and deliver the Non-Standard Service Contract to the Applicant within a reasonable time period as determined by the complexity of the project. The Non-Standard Service Contract shall define the terms of service prior to construction of required service facilities for the project and may include, without limitation, provisions for the following:

(A) payment of all costs associated with required administration, design, construction and inspection of facilities for water and/or wastewater service to the project;

(B) procedures by which the applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project;

(C) amount and payment of capital contributions required by the District in addition to other costs required under this section;

(D) reservation of service capacity for the applicant and duration of reserved service with respect to the impact the applicant's service demand will have upon the District's system capability to meet other service requests;

(E) terms by which the applicant shall indemnify the District from all third party claims or lawsuits arising from or related to the project;

(F) terms by which the applicant shall dedicate all constructed service facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties related to construction of the service facilities;

(G) terms by which the applicant shall grant title or easements to the District for right-of-ways, constructed service facilities, and service facility sites, and/or terms by which the applicant shall provide for the securing of required right-of-ways and sites;

(H) terms by which the Board of Directors shall review and approve any applicable Non-Standard Service Contract, Three-Way Contract or any other contract related to the project pursuant to current rules, regulations and policies of the District; and

(I) terms by which the District shall administer the applicant's project with respect to:

(1) the design of the applicant's service facilities;

(2) securing and qualifying bids;

(3) execution of the contract;

(4) selection of a qualified bidder for construction;

(5) dispensing advanced funds for construction of facilities required for the applicant's service;

(6) inspecting construction of facilities; and

(7) testing facilities and closing the project.

The District and Applicant must execute a Non-Standard Service Contract before construction of service facilities for the project is commenced. In the event that the Applicant commences construction of any such facilities prior to execution of the contract, the District may refuse to provide service to the applicant (or require full costs of replacing/repairing any facilities constructed without prior execution of the contract from any person buying a lot or home from applicant), require that all facilities be uncovered by the applicant for inspection by the District, require that any facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors.

8. Property and Easement Acquisition.

With regard to construction of facilities, the District shall require private utility easements on private property as per the following conditions:

(A) If the District determines that easements or facility sites outside the Applicant's property are required, the Applicant shall use all due diligence to secure easements or facility sites in behalf of the District. All easements and property titles shall be researched, validated, and recorded by the District at the expense of the Applicant.

Conveyance of Groundwater Rights. The owner of real property that will be developed as a residential subdivision pursuant to a nonresidential service application will, simultaneous with the execution and delivery of a Nonstandard Service Contract to the District, execute and deliver a groundwater rights warranty deed conveying to the District all underground water that may be produced from the Trinity Aquifer at depths and horizons beneath the surface of the real property.

Conflicts. All orders and provisions of orders of the District that are in conflict with this Order are hereby repealed, and all orders and provisions of orders of the District not so repealed are hereby retained in full force and effect.

Severability. It is the intent of the District that each paragraph, sentence, subdivision, clause, phrase, or section of this Order be deemed severable and, should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Order left standing.

Effective Date. This Order shall become effective from and after its adoption by the Board of Directors of the District.

(B) All costs associated with facilities that must be installed in public right-of-ways on behalf of the Applicant, due to the inability of the applicant to secure private utility easements, shall be paid by the Applicant. The District reserves the right to secure utility easements or facility sites by eminent domain on its own initiative. The Applicant shall pay all costs, including legal and other professional fees, and the condemnation award in the event the District determines that a public necessity exists to secure private utility easements or facility sites in order to provide service to the Applicant's project through eminent domain proceedings.

(C) The District shall require an exclusive dedicated utility easement on the applicant's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities.

(D) Easements and facilities sites shall be prepared for the construction of the District's pipeline and facility installations in accordance with the District's requirements and at the expense of the Applicant.

9. Contractor Selection and Qualification.

(A) Selection. Applicants shall choose one of the following methods for selection of a contractor to construct water or wastewater facilities required by the District to serve a project:

(1) The applicant may select a qualified contractor. The District reserves the right to reject any contractor selected by the applicant in accordance with the criteria set forth in the following subsection 11(b); or

(2) The District's consulting engineer shall advertise for bids for the construction of the

applicant's proposed facilities in accordance with generally accepted practices. The applicant shall provide the District with a sufficient number of plans and specifications, without charge, for prospective bidders. The District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the criteria set forth in the following subsection 11(b). After the applicant has executed the Non-Standard Service Contract, the applicant shall pay to the District all costs necessary for completion of the project's service facilities prior to construction and in accordance with the terms of the Non-Standard Service Contract.

(B) Qualification Criteria.

(1) the Applicant shall sign the Non-Standard Service Contract noting applicant's willingness to proceed with the project and shall pay all costs in advance of construction associated with the project.

(2) the contractor shall provide an adequate bid bond under terms acceptable to the District;

(3) the contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;

(4) the contractor shall supply favorable references acceptable to the District;

(5) the contractor shall qualify with the District as competent to complete the work; and

(6) the contractor shall provide adequate certificates of insurance as required by the District.

10. Construction.

(A) All road work shall be completed in accordance with applicable state, county and/or municipal standards prior to construction of project service facilities to avoid future problems resulting from road right-of-way excavation and completion. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of applicant's service facilities.

(B) The District shall, at the expense of the applicant, inspect the service facilities to ensure compliance with District standards. If the District determines that water or wastewater facilities are not being constructed in accordance with the plans and specifications approved by the District or the District's standards, then the District reserves the right to stop construction until the defective work has been corrected or replaced.

(C) Construction plans and specifications shall be strictly adhered to, but the District reserves the right to revise any specifications by change-order due to unforeseen circumstances during the design phase or to better facilitate construction and/or operation of the project service facilities. All change order amounts shall be charged to the applicant.

11. Dedication and Acceptance of Service Facilities.

Upon proper completion and testing of an applicant's on-site and off-site service facilities, final inspection and approval thereof by the District, and applicant's payment to the District of all

required fees and charges in connection therewith, the applicant shall dedicate the service facilities to the District by an appropriate legal instrument approved by the District's attorney, and the District shall accept the dedication. The District shall thereafter own the service facilities subject to applicant's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the service facilities and for a term of not less than two (2) years. The maintenance bond is subject to prior approval by the District's attorney.

12. Service Within Subdivisions.

The District's obligation to provide service to any customer located within a project governed by this Section F is limited to the service specified in the NSC. The Applicant is responsible for paying for all costs necessary to provide non-standard service to a project as determined by the District under the provisions of this Rate Order, and in particular, the provisions of this section and the NSC. Should the applicant fail to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the District is obligated to provide water or wastewater service to the subdivision. In addition, the District may elect to pursue any remedies provided by the Non-Standard Service Contract and the laws of Texas.

13. Pro-Rata Reimbursement.

The District may from time to time negotiate and enter into a pro-rata reimbursement agreement with a project applicant on condition that the following factors must be present:

(A) the project applicant (or "constructing applicant") must construct off-site service facilities to the District's water or wastewater system;

(B) the constructing applicant must comply with a District requirement to oversize the off-site service facilities to service future growth not generated by the constructing applicant's project;

(C) the District shall assess a five percent (5%) administrative fee for the administration of pro-rata fees collected by the District from subsequent connecting applicants, which shall be deducted from pro-rata reimbursements before remittance to the constructing applicant; and

(D) the pro-rata reimbursement agreement will contain the following items:

(1) the term of the agreement shall not exceed ten (10) years;

(2) reimbursement may not be for more than eighty percent (80%) of the actual cost of the off-site improvement constructed; and

(3) the amount due to the constructing applicant from a future connecting applicant shall be based on one of the following formulas:

(a) Acres in connecting applicant's project

_____ (x) Actual cost of off-site facilities (=) Pro-Rata Fee

Total potential acres served by off-site
facilities of constructing applicant.

(less)

Total acres in constructing applicant's project.

EXAMPLE:

$$\frac{100(\mathbf{a})}{500(\mathbf{b}) - 100(\mathbf{C})} (\times) \$50,000.00(\mathbf{d}) (=) \$12,500.00(\mathbf{e})$$

Where:

- (a) = Acres in connecting applicant's project.
- (b) = Total potential acres served by the off-site facilities constructed by the constructing applicant as determined by the District's consulting engineer.
- (C) = Total acres in the constructing applicant's project.
- (d) = Actual cost of the off-site facilities.
- (e) = Pro-rata fee to be collected from any water service applicant that connects or desires to connect to the off-site facilities.

- (b) The construction cost (including professional fees and other direct soft costs) of the off-site pipeline extension divided by the number of meter or meter equivalents in the project that constructed the pipeline extension. The resulting quotient is the cost per meter. The cost per meter is multiplied by the quotient of the distance from the beginning point of the off-site pipeline to the connection point of the project divided by the total length of the pipeline extension. The resulting quotient is then multiplied times 100 to convert the same to a percentage. The cost per meter is multiplied by the percentage to determine the prorata fee due per meter in the connecting project. The prorata fee per meter is then multiplied times the number meters or meter equivalents in the connecting project to determine the total prorata fee due from the connecting project.

EXAMPLE:

C = total construction cost of the pipeline extension constructed by the first developer including and contribution or credits issued by the District for over sizing. Construction includes professional fees and other direct soft costs.

L = total number of meters or meter equivalents in the project constructed by the first developer.

D = the total distance from location of the connection point of the pipeline extension to the District's water distribution system or the District's wastewater collection system to the point of connection to the first developer's project.

D2 = the total distance from the location of the connection point of the pipeline extension to the District's water distribution system or the District's wastewater collection system to the connection point of the pipeline extension to second developer's project.

L2 = number of meters or meter equivalents in the connecting project.

C / L = construction cost per meter or meter equivalent constructing project (QI)

$QI \times (D / D2)$ = prorata payment due for each meter or meter equivalent in the connecting project x L2 = total prorata fee.

Assume a construction cost of \$250,000.00

Assume L is 280 meters or meter equivalents

Assume that D is 5,000 feet

Assume that D2 is 2,500 feet

Assume that L2 is 138

$\$250,000.00 / 280 \text{ meters} = \892.86 ;

$5,000' / 2,000' = 0.40 \times 100 = 40\%$

$\$892.86 \times 40\% = \$357.14 \times 138 = \$49,285.32$ the total prorata fee

SECTION G.
RATES AND SERVICE FEES

UNLESS SPECIFICALLY DEFINED IN THIS RATE ORDER, ALL FEES, RATES, AND CHARGES AS STATED SHALL BE NON-REFUNDABLE.

1. Classes of Users.

(A) All users of the District's water and wastewater services shall be grouped into the following classes:

(1) Residential users, consisting of residential users located within the District.

(2) Commercial users, consisting of users located within the District to which service to a non-residential structure is provided.

(B) Water charges will be assessed in such a manner that each class of users generally pays its share of debt service and operation and maintenance expenses for water service. The District may create additional classes of users in the future at its discretion.

(C) All classes of users may be grouped into sub-classes according to the meter size provided to their residence and/or commercial establishment.

2. Service Investigation Fee.

The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the request is for standard or non-standard service. An investigation shall then be conducted by the District and the results reported under the following terms:

(A) Standard Service Requests. All standard service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the applicant within twenty (20) working days of application.

(B) Non-Standard Service Requests. All non-standard service requests shall be subject to a non-refundable Service Investigation Fee in the amount \$ 3,000 plus \$10.00 for each meter or meter equivalent in excess of two hundred and fifty (250) service connections within the project. Unless the District determines in its sole discretion otherwise, in which case the District may charge additional costs appropriate to the project and of sufficient amount to cover all administrative, legal and engineering costs associated with an investigation of the District's ability to provide service to the applicant's project, which may include

(1) providing cost estimates of the project;

(2) presenting detailed plans and specifications as per final plat;

(3) advertising and accepting bids for the project;

- (4) preparing a Non-Standard Service Contract between the District and applicant; and
- (5) providing other services as required by the District for such investigation.

The Service Investigation Fee is to cover the District's expenses related to a nonstandard service application, including but not limited to, District staff time and legal and engineering expenses. Any costs related to a non-standard service application that exceed the initial Service Investigation Fee paid will be billed to the Applicant with payment due within 30 days from the date of invoice. Any costs incurred by the District arising from the District's use of independent consultants (including, but not limited to engineers and attorneys acting on behalf of the District) to review, approve or prepare a non-standard service contract and any supporting plans and specification will be billed to the Applicant at the District's actual cost plus an administrative fee equal to 15% of such actual costs. All such fees, costs or expenses of the District will be due and payable by the Applicant within 30 days following the District's date of invoice.

3. Deposits.

(A) Initial Payment and Amount. At the time an application for service is approved, the applicant shall pay a Deposit to be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset unpaid charges or bills.

(1) Residential Service Applicants.

- (a) The Deposit for residential water service is \$100.00 for each service unit.
- (b) The Deposit for residential wastewater service connection is \$50.00.

(2) Commercial and Nonresidential Service Applicants.

The Deposits for commercial and nonresidential water and wastewater service, including Master Metered Accounts, shall not exceed an amount equivalent to one-sixth of the estimated annual billings as determined by the District.

(B) Commercial and Nonresidential Customers. If actual monthly billings of a commercial or nonresidential customer are more than twice the amount of the estimated billings at the time service was established, a new deposit amount may be calculated and an additional deposit may be required to be made within fifteen (15) days after the issuance of written notice.

(C) Applicants 65 Years of Age or Older. No deposit may be required of a standard service applicant who is 65 years of age or older if the applicant (i) delivers to the District an account history from the Applicants prior water or wastewater provider for the last 12 months and (ii) the account history does not show the payment of more than (2) late fees and no disconnection for nonpayment.

(D) Reestablishment of Deposit. Every service applicant who has previously been a customer of the District whose service has been discontinued for nonpayment of bills, meter tampering, bypassing of meter or failure to comply with applicable state regulations or regulations of the District shall be required, before service is resumed, to pay all amounts due the District or execute a deferred payment agreement, if offered, and shall be required to pay a deposit if the District

does not currently have a deposit from the customer.

(E) Refund of Deposit.

(1) If service is not connected, or after disconnection of service, the District shall refund the service applicant's or customer's deposit, if any, in excess of the unpaid bills for service furnished. In the event that a surplus of Five Dollars (\$5.00) or more exists after the final bill is paid, the balance of the Deposit will be paid to the customer within forty-five (45) days provided the customer has given the District written notice of a forwarding address. All requests for Deposit refunds shall be made in writing and must be delivered to the District within ninety (90) days of termination of service. In the event that an outstanding balance exists after the Deposit is applied, the District shall attempt to collect the outstanding balance by all lawful means available.

(2) If after 12 months of continuous service, the customer has paid no more than two (2) late payment fees, has not paid or incurred a non-payment fee and the customer is otherwise in good standing with the District, then the District will refund the customer's deposit.

(3) If the District has refunded a customer's deposit pursuant to the preceding paragraph and the customer has paid or incurred more than two (2) late fees in a 12 month period or incurred or paid a non-payment fee, then the customer will be required to deposit, with the District, \$100.00 to secure the customer's future payments. If the customer does not make the deposit within 30 days of the District's request, then the District may disconnect the customer's water service.

(F) Transfer of Service. A transfer of service from one service location to another within the District's service area shall not be deemed a disconnection within the meaning of this subsection, and no additional deposit may be required unless permitted by this section.

4. Easement Fee.

When the District determines that private way utility easements and/or easements for facility sites are necessary to provide service to an applicant, the applicant shall be required to make a good faith effort to secure such easements on behalf of the District or pay all costs incurred by the District to validate, clear and obtain such easements, including but not limited to legal fees and court costs, in addition to tap fees otherwise required pursuant to the provisions of this Rate Order. [See Sections E.2(c)(2) and F.7(a)].

5. Connection Fee.

The District shall charge a Connection Fee for water service as follows:

(A) Standard Service:

(1) The Water Connection Fee for standard water service is **\$3,850** and shall include one 5/8 x 3/4 meter, all labor, materials for construction, installation, or inspection of a tap or connection to the District's water system, including all necessary service line and meter. The Water Connection Fee for water service through a meter larger than 5/8 x 3/4 meter will be increased by the multiples of the meter equivalents stated herein. For example, the water connection for a one inch (1") meter will be 2.5 x \$3,250.00 or \$8,125.00.

(2) The Wastewater Capacity Fee for standard wastewater service (4 inch line) is \$5,000.00 plus the actual costs of all labor, materials for construction, installation, or inspection

of a tap or connection to the District's wastewater collection system.

(3) In addition to the charges assessed herein, the District may charge the applicant for any extraordinary expenses such as the cost of water meters larger than 5/8 x 3/4, road bores, street crossings, line extensions and system improvements and pipeline relocations under Section E.2(c)(6) of this Rate Order.

(B) Non-Standard Service.

(1) The Connection Fee for non-standard water service which, for the purpose of this section, is defined to be retail water service by the District to land that is being developed pursuant to the Texas Local Government Code that at the time of platting was not being provided with water service by the District, shall be **\$3,250.00** for each 5/8 x 3/4 (1 LUE) service connection plus **\$600.00** for each meter installation, or as determined by the Board of Directors based on all relevant factors including but not limited to the supply, pumping, storage and treatment capacity required for the Development compared to the amount of unrestricted capacity available in the District's system. Service connections larger than 5/8 x 3/4 will be determined using AWWA meter equivalent specification as follows:

METER SIZE	AWWA FACTOR	CONNECTION FEE	MONTHLY RATE
5/8 inch	1.0	\$ 3,250	\$ 28.10
1 inch	2.5	\$ 8,125	\$ 70.30
1-1/2 inch	5.0	\$ 16,250	\$ 140.60
2 inch	8.0	\$ 26,000	\$ 224.95
3 inch	15.0	\$ 48,750	\$ 421.80
4 inch	25.0	\$ 81,250	\$ 703.00
6 inch	50.0	\$ 162,500	\$ 1405.95
8 inch	80.0	\$ 260,000	\$ 2249.50

(2) The Wastewater Capacity Fee for non-standard waste-water service to each single family residence situated in an area developed or being developed for single family residential use that at the time of platting was not being provided with wastewater service by the District, shall be:

SEWER CONNECTIONS-BASED ON WATER METER SIZE	
5/8 inch	\$ 5,000.00
1 inch	\$ 12,500.00
1.5 inch	\$ 25,000.00
2 inch	\$ 40,000.00
3 inch	\$ 75,000.00
4 inch	\$ 125,000.00
6 inch	\$ 250,000.00
8 inch	\$ 400,000.00

As determined by the Board of Directors based on all relevant factors including but not limited to the supply, pumping, storage and treatment capacity required for the Development compared to

the amount of unrestricted capacity available in the District's system.

(3) Prior to the installation of any facilities to which Non Standard Connection Fees apply; the applicant shall execute a non-standard service agreement with the District.

6. Upper Trinity Building Activity Fee.

Pursuant to the District's contract for wastewater treatment services from the Upper Trinity Regional Water District ("UTRWD"), the District is required to collect the UTRWD's Building Activity Fee in the amount of \$500.00, upon the installation of any water meter to serve a property that also has wastewater service and is located within the areas served by either the UTRWD's Riverbend or Doe Branch wastewater reclamation plants.

7. Monthly Charges.

(A) Water Service. The District shall assess the following monthly charges for water service:

(1) Base Rate. The District's Base Rate for water service through a standard water meter is \$28.10 per month. The Base Rate is that portion of a customer's monthly bill which is paid for the opportunity of receiving utility service, excluding standby fees and reserved service charges, which does not vary due to changes in service consumption. The standard 5/8 x 3/4 meter (as per American Water Works Association maximum continuous flow specifications) is used as a base multiplier for the Base Rate amount. Therefore, a customer's Base Rate charge is based on the number of 5/8 x 3/4 meters equivalent to the size of that customer's meter. The District's monthly Base Rates for water service and meter size equivalents are as follows:

METER SIZE	METER EQUIVALENTS	MONTHLY RATE
5/8" x 3/4" (standard)	1.0	\$ 28.10
3/4" x 3/4"	1.5	\$ 42.15
1"	2.5	\$ 70.30
1½"	5.0	\$ 140.60
2"	8.0	\$ 224.95
3"	15.0	\$ 421.80
4"	25.0	\$ 703.00
6"	50.0	\$ 1405.95
8"	80.0	\$ 2249.50
Reserve Fee (No meter installed)		\$ 24.95

(2) Gallonage Charge. In addition to the Base Rate, customers with meters smaller than 2", shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 3,000 gallons.	\$2.75 per thousand
3,001 to 9,000 gallons.	\$3.85 per thousand

9,001 to 15,000 gallons.	\$4.80 per thousand
15,001 to 25,000 gallons..	\$5.85 per thousand
>25,000 gallons.	\$8.95 per thousand

In addition to the Base Rate, customers with meters greater than or equal to 2" shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 25, 000 gallons	\$5.85 per thousand
>25, 000 gallons	\$8.95 per thousand

(B) Wastewater Service. The District's monthly rate for wastewater service on a per tap basis is as follows:

For Standard, 3/4" Meters":

1 to 8,000 gallons of water used... ..	\$51.60 per month
>8,000 gallons of water used..	\$57.55 per month

For 1", 1.5", 2" Meters:

Usage Charge	\$18.85 per month
Usage per 1,000 gallons	\$ 3.60 per thousand

For 3", 4" Meters:

Usage Charge	\$36.35 per month
Usage per 1,000 gallons	\$ 5.85 per thousand

For 6", 8" Meters:

Usage Charge	\$138.90 per month
Usage per 1,000 gallons	\$ 5.85 per month

**(C) WATER SERVICE RATES FOR CRESCENT OAKS
SUBDIVISION**

Meter Size	Monthly Availability Fee
5/8 inch	\$ 45.00
3/4 inch	\$ 68.00
1 inch	\$ 114.00
1.5 inch	\$ 229.00
2 inch	\$ 367.00
3 inch	\$ 688.00

0 to 2,000 gallons.	\$ 6.00 per thousand
2,001 to 10,000 gallons.	\$ 8.00 per thousand
10,001 to 20,000 gallons.	\$ 9.00 per thousand
20,001 to 25,000 gallons... ..	\$10.00 per thousand

(D) Reserved Service Charge. The District shall assess a monthly Reserved Service Charge for each active account at a specific location for which a meter has not been installed but for which the District and an applicant have entered into a service agreement or Non-Standard Service Contract. This monthly charge shall be based on the District's fixed costs to service the applicant's dedicated facilities on a per service unit basis. This charge reserves service to the applicant's real property designated to receive service. This fee is determined by deducting \$3.00 from the applicable Base Rate for water service and monthly rate for wastewater service.

(E) Regulatory Assessment. In accordance with TCEQ regulations, the District shall collect from each customer a regulatory assessment equal to 0.5% of the monthly charges for water and wastewater service. [See 30 TAC § 291.76(d)(3)].

(F) A Service Area Surcharge within the boundaries of Mustang SUD is applied to any retail public utility which encroaches upon Mustang's CCNs by providing or seeking to provide water or wastewater service in an area located within Mustang's CCNs without prior consent of Mustang or without obtaining dual or single certification of the area from the Public Utility Commission of Texas.

The rates are as follows:

- Service Area Surcharge of \$8.24 per standard water meter per month
- Service Area Surcharge of \$3.92 per standard wastewater connection per month
- Appropriate pro-rata adjustments to such surcharges for larger meters or connections

SAVANNAH SERVICE RATES

(G) RESIDENTIAL RATES

Monthly Base Rate \$24.50

Water Usage per 1,000 Gallons:

1. Up to 5,000 - \$3.00
2. 5,001 – 10,000 - \$4.00
3. Over 10,000 - \$5.00

Sewer Rates per 1,000 Gallons of Usage:

1. Up to 5,000 - \$43.50
2. 5,001-10,000 - \$45.50
3. Over 10,000 - \$48.50

(H) COMMERCIAL RATES

Minimum monthly rate

1. ¾" meter - \$17.00
2. 1" meter - \$25.00
3. 1.5" meter - \$45.00
4. 2" meter - \$75.00
5. 4" meter - \$640.00
6. 6" meter - \$1,425.00
7. 8" meter - \$1,675.00

Water Usage per 1,000 Gallons - \$4.00

Sewer Rates

1. Minimum monthly charge - \$30.00
2. Each 1,000 gallons used - \$2.50

(I) CHURCH AND SCHOOL RATES

Minimum monthly rate

1. $\frac{3}{4}$ " meter - \$17.00
2. 1" meter - \$25.00
3. 1.5" meter - \$45.00
4. 2" meter - \$75.00
5. 4" meter - \$500.00
6. 6" meter - \$1,000.00

Water Usage per 1,000 Gallons - \$2.80

Sewer Rates

1. Minimum monthly fee - \$30.00
2. Each 1,000 gallons used - \$1.50

(J) APARTMENT RATES

Monthly Base Rate - \$24.50

Water Rates Per 1,000 Gallons Used

1. Up to 5,000 - \$3.00
2. 5,001-10,000 - \$4.00
3. Over 10,000 - \$5.00

Sewer Rates Per 1,000 Gallons Used

1. Up to 5,000 - \$31.50
2. 5,001-10,000 - \$33.50
3. Over 10,000 - \$35.50

(K) APARTMENTS WITH MASTER METERS

Minimum monthly fee

1. $\frac{3}{4}$ " meter - \$17.00
2. 1" meter - \$25.00
3. 1.5" meter - \$45.00
4. 2" meter - \$75.00
5. 4" meter - \$640.00
6. 6" meter - \$1,425.00
7. 8" meter - \$1,675.00

Water rates per 1,000 gallons - \$4.00

(L) PARKS AND RECREATIONAL FACILITIES RATES

Monthly Base Rate - \$17.00

Water Rate per 1,000 gallons used - \$3.00

Sewer Rates

1. Up to 10,000 - \$30.00
2. Over 10,000 - \$32.00

(M) COMMERCIAL BAGGED ICE RATES

Monthly Base Rate - \$10.00

8. Standby Fee.

The monthly charge imposed on undeveloped property (a tract, lot or reserve in the district to which no water or wastewater connections have been made and for which water or wastewater facilities and services are available.). Upon adoption by the Board of Directors and approval by the TCEQ, the District shall charge a Standby Fee to owners of undeveloped property.

9. Late Payment Fee.

A charge of \$10.00 or 10.0%, whichever is greater, shall be applied to past due balances, if any, on each customer's monthly statement.

10. Returned Check Fee.

In the event a check, draft, or any other similar instrument is given by any person for payment of services provided for in this Rate Order, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$30.00. [See Appendix A, Form A-06].

11. Guaranteed Same Day Reconnect Fee.

Beginning on the disconnect day and any day after that, the District shall charge a Guaranteed Same Day Reconnect Fee of \$50.00 if payment is not delivered to the District's office before 1:00 p.m. for restoration of service after disconnection for any reason stated in this Rate Order or to restore service after disconnection at a customer's request, except for re-service under Sections E.3(b) and E.4(b) of this Rate Order. The Guaranteed Same Day Reconnect Fee will guarantee service reconnecting on that day.

12. Nonpayment Fee.

In addition to any applicable late payment fees, a Nonpayment Fee in the amount of \$60.00 will be applied to the customer's account if payment is not received by 5:00 p.m. on the delinquent notice due date.

13. Service Trip Fee.

The District shall charge a Service Trip Fee of \$25.00 for any service call or trip to a customer's tap as a result of a request by the customer or tenant, unless the service call concerns damage to District or customer equipment or facilities, or for the purpose of disconnecting or collecting payment for services.

14. Equipment Damage Fee.

The District shall charge for all labor, material, equipment, and all other actual costs necessary to repair or replace all equipment damaged due to negligence, meter tampering or bypassing, reconnecting service without authority or other service diversion, or the discharge of wastes which the District's wastewater system cannot properly treat. The utility may charge for all actual costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges shall be provided to the customer. In cases of meter tampering or service diversion, the District may disconnect the service of a customer refusing to pay damage charges. [See 30 TAC § 291.87(n)].

15. Customer History Report Fee.

A fee of \$5.00 shall be charged to provide a copy of the customer's record of past water purchases in response to a customer's request for such a record.

16. Meter Test Fee.

The District shall test a customer's meter upon written request of the customer and a Meter Test Fee of \$35.00 shall be imposed on the affected account.

17. Meter Relocation Fee.

The fee for moving a meter from one location to another under the terms of Section E.24 shall be the actual costs incurred by the District plus administrative charges, or a minimum fee of \$150.00.

18. Temporary Service Charges.

A tap fee of \$50.00 shall be charged plus actual installation charges for temporary water service. In addition to the tap fee, and prior to receiving temporary service, contractors shall pay a deposit of \$1,000.00 and new property owners shall pay a deposit of \$150.00. Applicants shall also pay any other applicable fees or charges set forth in this Rate Order.

19. Information Disclosure Fee.

All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the District based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Publication Information Act: Chapter 552, Texas Government Code.

20. Transfer Fee.

The District shall charge a Transfer Fee of \$25.00 when applicable to cover administrative costs and the cost of recording easements in the land records of the county.

21. Franchise Fee Assessment.

A fee as determined and contractually agreed upon by and between the District and the municipality and/or other government entities empowered to do so, of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of a municipality that imposes a franchise fee on the District.

22. Additional Assessments.

In the event any federal, state or local government imposes on the District a "per meter" fee or an assessment based on a percent of water/wastewater charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.

23. Other Fees.

All services outside the normal scope of utility operations that the District may be compelled to provide at the request of a customer shall be charged to the recipient based on the cost of providing such service.

24. Voluntary Disconnect Fee.

The District shall charge a Voluntary Disconnect Fee of \$35.00 when applicable to cover administrative costs.

25. Reconnect Fee.

The District shall charge a Reconnect Fee of \$25.00 when applicable to cover administrative costs.

SECTION H.

WATER CONSERVATION PLAN

1. Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of our existing supplies to minimize the amount of new resources needed.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts, and reduce the high cost of water supply development. Nonetheless, to respond to the growing population of our area, the planning for new water resources must continue. Mustang considers water conservation an integral part of this planning process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has announced guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. Mustang has prepared this Water Conservation Plan (the "Plan") following the TCEQ guidelines, recommendations from UTRWD and certain best management practices by the TWDB.

The objectives of this Plan include:

- To reduce water consumption from levels that would prevail without conservation efforts;
- To reduce the loss and waste of water, as evidenced by per capita use;
- To improve efficiency in the use of water;
- To extend the adequacy of current water supplies by reducing the pace of per capita annual growth and demand water.

1.2 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, and Rule 288.2 of the Texas Administrative Code. Copies of these rules are included in Appendix A. The rules define a water conservation plan as:

"A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."

(A) Minimum Water Conservation Plan Requirements: The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below:

- **Utility Profile:** Includes information regarding population and customer data, water use data, water supply system data, and wastewater system data. (Section 2.0)
- **Goals:** Specific quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in gallons per capita per day (GPCD). The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 3.0)
- **Accurate Metering Devices:** TCEQ requires that metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 4.1)
- **Universal Metering, Testing, Repair and Replacement:** TCEQ requires that there be a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement. (Section 4.2)
- **Determination and Control of Unaccounted-for Water:** Regulations require specific measures to determine and control unaccounted-for water. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 4.3)
- **Continuing Public Education Program:** A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 4.4)
- **Non-Promotional Water Rate Structure:** Chapter 288 requires a water rate structure that is not “promotional”; that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 4.5)
- **Reservoir Systems Operational Plan:** If applicable, this requirement is to provide a coordinated operational structure for operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies.
- **Coordination with Regional Water Planning Group:** Mustang SUD is required to document that the Plan has been coordinated with the Regional Water Planning Group to insure consistency with the appropriate approved regional water plan. (Section 7.0)
- **Means of Implementation and Enforcement:** The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution, or tariff, and a description of the authority by which the Plan is enforced. (Section 8.0)

(B) Additional Requirements for Larger Public Water Suppliers: Water conservation plans covering municipal uses by Public Water Suppliers that: (1) currently serve a population of 5,000 or more; or (2) a projected population of 5,000 or more within ten (10) years from the effective date of this Plan; or, (3) provide potable water service to 3,300 or more connections, are required to include the following additional strategies.

- Program for Leak Detection & Repair, and Water Loss Accounting: The Plan must include a description of a program of leak detection and repair, and water loss accounting for the water transmission, delivery, and distribution system. (Section 5.1)
- Record Management System: The Plan must include a record management system to record water pumped, water delivered, water sold and water lost, which allows for the desegregation of water sold and used into user classes (residential, commercial, public and institutional, and industrial). (Section 5.2)
- Wholesale Customer Requirements: If applicable, the Plan must include a requirement that every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of Title 30 TAC Chapter 288. (Section 5.3)

(C) Additional Water Conservation Program Strategies: Landscape Water Management Measures are a strategy that can be used to reduce discretionary water use during summer months. It is an **optional** strategy within the TCEQ regulations. However, it is recommended that Mustang implement a landscape water management ordinance as part of the Plan.

- Landscape Water Management Measures: These regulations are minimal measures to reduce waste in landscape irrigation and peak water demand within the water distribution system. (Section 6.1)

Mustang SUD may also incorporate any or all of the following additional conservation strategies, **which are optional**, as needed to achieve the conservation goals stated in this Plan:

- Adoption of ordinance, plumbing codes or rules requiring water-conserving fixtures (Section 6.3);
- A program for replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water (Section 6.2);
- A program for pressure control and/or reduction in distribution system and/or customer connections;
- A program for landscape water management (Section 6.1); or,
- A method for monitoring the effectiveness and efficiency of the Plan.

This Plan sets forth a program of long-term measures under which Mustang can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure, or contamination of a water supply source) are provided in Mustang's Drought Contingency Plan.

2. Water Utility Profile

Appendix B to this Plan provides the utility profile as recommended by TCEQ. The utility profile includes information regarding population and customer data, water use data, water supply system data, and wastewater system data. A copy of the utility profile for Mustang SUD will be provided to TCEQ and UTRWD.

(Additional information may be included in this section if desired)

3. Water Conservation Planning Goals

Current TCEQ rules require the adoption of specific water conservation goals as part of the Plan. Mustang SUD will develop 5-year and 10-year target water saving goals (see Table 3.1 below) for per capita municipal use. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain per capita municipal water use within the specified range in gallons per capita per day in a dry year, as shown in Table 3.1;
- Maintain the level of unaccounted-for water in Mustang's water system below 10% annually in 2010 and subsequent years (The goal for unaccounted-for water is recommended but not required. Systems with long distances between customers may adopt a higher unaccounted water goal);
- Implement and maintain a program of universal metering, and meter replacement and repair;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations; and,
- Develop a strategy to conserve water during peak demands, thereby reducing the peak use.

Table 3.1
Municipal Per Capita Target Water Saving Goals

Description	Current Average (GPCD)	5-Year Goal (GPCD)	10-Year Goal (GPCD)
Average Per Capita Municipal Use	124	68	47

4. Mustang Special Utility District's Water Conservation Program

This section outlines Mustang's water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

4.1 Accurate Supply Source Metering

Mustang SUD uses two sources of water: groundwater pumped plus treated surface water supplied by UTRWD. Mustang meters all water delivered into the distribution system from each water well site using meters having an accuracy of plus or minus five percent (5%). Mustang currently calibrates its meters at each water well site on an annual basis.

For surface water, UTRWD measures all water delivered to its customers using meters with an accuracy of plus or minus two percent (2%) in accordance with AWWA standards. UTRWD calibrates its meters annually in accordance with AWWA standards. This is well within the TCEQ requirements of five percent (5%) accuracy.

4.2 Universal Metering, Meter Testing and Repair, and Periodic Meter Replacement

Universal Metering – Delivery of water to all customers, including public and governmental users, should be metered.

Meter Testing and Repair – As part of this Plan, Mustang SUD has developed and implemented a meter testing and calibration program of its service connections to identify any unaccounted-for water, and to determine if the meter readings are outside the acceptable range according to AWWA standards. Mustang will continue to pull, test and repair any meter determined to be registering unusual or questionable meter reads.

Periodic Meter Replacement – Most residential meters should be replaced at 10-year to 15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals. Mustang will replace any meter determined to be inaccurate, or cannot be reasonably repaired.

4.3 Determination and Control of Unaccounted-for Water

Unaccounted-for water is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but un-metered uses. Unaccounted-for water can include several categories:

- Inaccuracies in customer meters;
- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft;

- Un-metered uses such as firefighting, flushing water mains, and water for public buildings and water treatment plants.

Measures to control unaccounted-for water has become part of the routine operations of Mustang SUD. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 5.1 below. Personnel are trained to watch for and report signs of illegal connections, so they can be quickly addressed.

Unaccounted-for water will be calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for Mustang is to maintain its unaccounted-for water below 10% annually. If unaccounted-for water exceeds this goal, Mustang will complete an audit of its water distribution system to determine the source(s) of and reduce the unaccounted-for water. The annual conservation report described in Section 4.6 is the primary tool that should be used to monitor unaccounted-for water.

4.4 Continuing Public Education and Information Campaign

The public education program is comprised of a wide array of measures and activities to promote water conservation, including those discussed below:

- Promote Mustang's water conservation strategies outlined in this Plan;
- Insert water conservation information with water bills at least twice per year. Inserts will include material developed by Mustang's staff using material obtained from the TWDB, TCEQ, UTRWD and other sources that pertain to water conservation in general, and specific to landscape irrigation conservation, and including protection of pipes from freezing;
- Encourage local media coverage of water conservation issues and the importance of water conservation;
- Notify local organizations, schools, and civic groups that Mustang's staff, and staff of the UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water;
- Make water conservation brochures, and other water conservation materials available to the public at utility offices or other public places, and
- Make information on water conservation available on Mustang's website and include links to the Texas Smartscape website and to other sites with good information about water conservation, including the TWDB and TCEQ web sites.

As a demonstration project, UTRWD maintains a Water Conservation Garden to showcase the beauty and practicality of water-conserving landscape. The Conservation Garden includes over 100 varieties of plants that are either native to Texas or well adapted to the area, and is available for use by Mustang SUD, garden clubs, developers or other civic groups who

desire to advance their knowledge and use of water conservation practices in home and business landscapes.

Other best management practices that may be included as part of the public education program:

- Public service announcements
- Water efficient landscape judging/competition
- Awards/certificates to recognize water efficient commercial users – recognize water saving landscape designs

4.5 Non-Promotional Water Rate Structure

Mustang SUD has adopted, or will adopt, an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water. If such a rate structure is not yet adopted, Mustang will adopt an increasing block rate structure as part of its next rate study, or within three (3) years.

An example water rate structure is below:

Residential Rates

1. Monthly minimum charge. This can (but does not have to) include up to 2,000 gallons water use with no additional charge.
 2. Base charge per 1,000 gallons up to the approximate average residential use.
 3. 2nd tier (from average to 2 times the approximate average) at 1.25 to 2.0 times the base charge.
 4. 3rd tier (above 2 times the approximate average) at 1.25 to 2.0 times the 2nd tier.
- * The residential rate can also include a lower tier (a life-line rate) for basic household use up to 4,000 gallons per month or a determined basic use.

Commercial / Industrial Rates

Commercial / industrial rates should include at least 2 tiers, with rates for the 2nd tier at 1.25 to 2.0 times the first tier. Higher water rates for commercial irrigation use are encouraged, but not required.

4.6 Annual Water Conservation Report

Mustang SUD is required to submit an annual water conservation implementation report as provided in Appendix C to TCEQ on an annual basis. Said report will be completed by March 31 of the following year and used to monitor the effectiveness and efficiency of Mustang's water conservation program. The results of the annual report may also be used to

plan conservation-related activities for the following year. A copy of the annual report should be sent to UTRWD, which will monitor regional water conservation trends.

5. Requirements for Larger Public Water Suppliers

Guidance. Water conservation plans covering municipal uses by Public Water Suppliers that: (1) currently serve a population of 5,000 or more; or (2) a projected population of 5,000 or more within ten (10) years from the effective date of this Plan; or (3) provide potable water service to 3,300 or more connections, are required to include the following additional strategies.

5.1 Leak Detection and Repair

Most water leaks, illegal connections, or abandoned water services are discovered through the visual observation of field crews and other personnel, or are reported by the public. Mustang SUD has trained its personnel to look for and report evidence of water leaks in the water distribution system to the appropriate department. All leaks will be repaired as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur should be programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available free of charge from the Conservation Division of the Texas Water Development Board to reduce water loss by detecting water leaks within the water distribution system. Mustang SUD will develop a leak detection and repair program to minimize unaccounted-for water losses in its water distribution system within the next three (3) years.

5.2 Monitoring and Record Management of Water Deliveries, Sales and Losses

Mustang SUD will regularly monitor all water deliveries and sales to its customers. All water sources and all service connection accounts will be individually metered and read on a regular basis. Mustang will maintain a billing system that recognizes the following user categories: residential, commercial (including public and governmental water uses) and industrial. The information to be collected and maintained as described herein will be used to complete the annual water conservation report, as described in Section 4.6 above.

Additional Water Conservation Program Strategies

6.1 Landscape Water Management Measures

To provide good communication and understanding throughout the UTRWD service area about time-of-day water use in landscape, a common schedule is included herein as follows:

Guidelines for Use of Water in Gardens and Landscape. No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 am to 6:00 pm each day beginning June 1 and ending September 30 of each year. Watering with hand-held hoses, soaker hoses, or drip irrigation systems is allowed anytime.

These guidelines are intended to be actively promoted by Mustang SUD through public information programs for voluntary compliance by its customers. During a drought period (Stages 2 through 4), these guidelines become mandatory and will be enforced.

Guidance. For many utilities, water use rises 50% or more during summer months, taking a toll on water treatment and delivery infrastructure and available water resources. Managing peak season water demand is a component of water sustainability. As part of the development of this Plan, **it is recommended that Mustang SUD** implement a landscape water management ordinance. The ordinance is intended to reduce waste in landscape irrigation and peak water demands; and, such an ordinance should be phased in over at least a three (3) year period. The implementation of the program in phases should allow time for staff to develop an ordinance ensuring sufficient public participation as well as provide an adequate amount of time necessary to educate its customers about the requirements and restrictions of the ordinance.

A typical ordinance would include most of the following elements:

- Prohibit outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 am to 6:00 pm each day beginning June 1 and ending September 30 of each year. Watering with hand-held hoses, soaker hoses, or drip irrigation systems is allowed anytime.
- Require all new irrigation systems include rain sensors;
- Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);
- Prohibit the design and installation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas;
- Require well maintained automatic irrigation systems to avoid waste of water;
- Prohibit outdoor watering during any form of precipitation; and,
- Enforce ordinance by a system of warnings followed by fines for continued or repeat violations.

6.2 Reuse and Recycling of Wastewater (Optional)

Guidance. Entity cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

6.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures (Optional)

Guidance. The State of Texas has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 3.0 gpm for showerheads, and 1.6 gallons per flush for toilets. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. It is recommended that Mustang SUD has or will incorporate these plumbing code standards into its building regulations.

Over the next five (5) years, Mustang SUD plans to evaluate the feasibility and merits of an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. A rebate program may include one or more of the following concepts:

- Low-flow toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- Rain/freeze sensors for irrigation systems,
- Low-flow showerhead and sink aerators replacement;
- Water efficient clothes washer rebates; or
- Other water conservation incentive programs.

6.4 Water Conservation Coordinator (Optional)

Guidance. The Texas Water Development Board's Water Conservation Implementation Task Force has recommended, as part of its Best Management Practices, utilities such as Mustang SUD designate a Water Conservation Coordinator. The Conservation Coordinator would be responsible for the preparation and implementation of the Plan and Mustang's drought contingency plan, preparation and submittal of annual conservation status reports, and implementation of Mustang's conservation program.

7. Coordination with Regional Water Planning Group and UTRWD

Mustang SUD will send a copy of the adopted ordinance(s) or resolution(s) implementing the Plan and their water utility profile to the Executive Director of TCEQ and the Executive Administrator of TWDB. Appendix D includes a copy of a letter to be sent to the Chair of the Region C Water Planning along with Mustang's Plan.

8. Enforcement

Guidance. A copy of an ordinance or resolution, which may be tailored to meet the needs of Mustang SUD, and be adopted by the governing board regarding this Plan is provided in Appendix E. The ordinance or resolution designates responsible officials to implement and enforce the Plan. The responsible official should:

- Oversee the execution and administration of all Plan elements;
- Supervise the keeping of records for the program verification and to assess the program effectiveness; and,
- Make recommendations for changes in the Plan as needed.

9. Review and Update of Water Conservation Plan

As required by TCEQ rules, Mustang Special Utility District will review this Plan every five years. The Plan will be updated as appropriate based on new or updated information. Should the Plan be revised during any five-year period, an amended plan must be submitted to TCEQ within 90 days of being adopted.

SECTION I.

DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN

1. Declaration of Policy, Purpose and Intent.

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, to protect/preserve public health, welfare, safety and to minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the District adopted the regulations and restrictions on the delivery and consumption of water set forth in this of this Drought Contingency Plan.

Water uses regulated or prohibited under this Drought Contingency Plan (hereinafter "Plan") are considered to be non-essential. Continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to the enforcement provision of Section 10 of this Plan.

2. Public Involvement.

Opportunity for the public to provide input into the preparation of the Plan was provided by the District by means of Newspapers, Community meetings, Web Site, Utility Bill Inserts and Newsletters. In adopting this plan, the Board of Directors considered all comments from customers.

3. Public Education.

The District will periodically provide the public with information about this Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of Newspapers, Community meetings, Website, Utility Bill Inserts and Newsletters.

4. Coordination with Regional Water Planning Group.

The District's service area is located within the Region C regional water planning group and the District has provided a copy of this Plan to the Region C regional water planning group.

5. Authorization.

The general manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The general manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

6. Application.

The provisions of this Plan shall apply to all persons, customers and property receiving water service provided by the District.

7. Definitions.

For the purposes of this Plan, the following definitions shall apply:

(A) Aesthetic water use - water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

(B) Commercial and institutional water use - water uses which are essential to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

(C) Conservation - those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

(D) Customer - any person, company, or organization using water supplied by the District.

(E) Domestic water use - water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

(F) Even number address - street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

(G) Industrial water use - the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

(H) Landscape irrigation use - water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

(I) Non-essential water use - water uses that are not essential, nor required for the protection of public, health, safety, and welfare, including:

(1) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

(2) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(3) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(4) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(5) flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) uses of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(7) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(8) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(9) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

(J) Odd numbered address - street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

8. Trigger Conditions for Initiation and Termination of Drought Response Stages.

The general manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. The triggering criteria described below are based on statistical analysis of the vulnerability of the District's water source(s) under drought of record conditions or based on known system capacity limits.

(A) Stage 1 - MILD Water Shortage Conditions.

(1) Requirements for initiation: Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses defined in Section 7 of this Plan beginning on May 1st through September 30th of each year. Stage 1 water allocation measures may be initiated when one or more of the following conditions exist:

(a) pursuant to requirements specified in Mustang Water Supply Corporation wholesale water purchase contract with the Upper Trinity Regional Water District, notification is received requesting initiation of Stage 1 of the Drought Contingency Plan; and/or

(b) total daily water demand equals or exceeds 80% of daily maximum pump capacity for (3) consecutive days.

(2) Requirements for termination: Stage 1 measures of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days.

(B) Stage 2 - MODERATE Water Shortage Conditions.

(1) Requirements for initiation: Customers shall be required to comply with the

requirements and restrictions on certain non-essential water uses provided in Section 9 of this Plan when:

(a) pursuant to requirements specified in the District's wholesale water purchase contract with the Upper Trinity Regional Water District, notification is received requesting initiation of Stage 2 of the Drought Contingency Plan; and/or

(b) total daily water demand equals or exceeds 80% of daily maximum pump capacity for (3) consecutive days.

(2) Requirements for termination: Stage 2 measures of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

(C) Stage 3 - SEVERE Water Shortage Conditions.

(1) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

(a) pursuant to requirements specified in the District's wholesale water purchase contract with the Upper Trinity Regional Water District, notification is received requesting initiation of Stage 3 of the Drought Contingency Plan; and/or

(b) total daily water demand equals or exceeds 80% of daily maximum pump capacity for (3) consecutive days.

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

(D) Stage 4 Triggers - CRITICAL Water Shortage Conditions.

(1) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

(a) pursuant to requirements specified in the District's wholesale water purchase contract with the Upper Trinity Regional Water District, notification is received requesting initiation of Stage 4 of the Drought Contingency Plan; and/or

(b) total daily water demand equals or exceeds 80% of daily maximum pump capacity for 3 consecutive days.

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

(E) Stage 5 Triggers - EMERGENCY Water Shortage Conditions.

(1) Requirements for initiation: Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the general manager, or his/her designee, determines that a water supply emergency exists based on:

(a) major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

(b) natural or man-made contamination of the water supply source(s).

(2) Requirements for termination: Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of (3) consecutive days.

9. Drought Response Stages.

The general manager, or his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 8 of this Plan. The general manager, or his/her designee, shall determine that a mild, moderate, severe, critical, or emergency water shortage condition exists and shall implement the following notification procedures and allocation measures

(A) Notification.

(1) Notification of the Public: The general manager or his/ her designee shall notify the public by means of:

- (a) publication in a newspaper of general circulation;
- (b) direct mail to each customer;
- (c) public service announcements on television and/or radio;
- (d) signs posted in public places; and/or
- (e) take-home fliers at schools.

(2) Additional Notification: The general manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- (a) Mayor/chairman and members of city councils and utility boards.
- (b) Fire chief(s).
- (c) City and/or county Emergency Management Coordinator(s).
- (d) TCEQ (required when mandatory restrictions are imposed).
- (e) Major water users.
- (f) Critical water users, i.e. hospitals.

(B) Stage 1 Response - MILD Water Shortage Conditions.

- (1) Goal: Achieve a voluntary 10% percent reduction in daily water demand.

(a) Supply Management Measures: Measures to be implemented directly by the District to manage limited water supplies and/or reduce water demand include: reduced flushing of water mains.

(b) Voluntary Water Use Restrictions:

(i) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (**0, 2, 4, 6 or 8**). Saturdays and Wednesdays for water customers with a street address ending in an odd number (**1, 3, 5, 7 or 9**). Customers should not irrigate landscapes between the hours of **9:00 a.m.** and **9:00 p.m.** on designated watering days.

(ii) All operations of the District shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

(iii) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(C) Stage 2 Response - MODERATE Water Shortage Conditions.

(1) Goal: Achieve a 20% percent reduction in daily water demand.

(a) Supply Management Measures: Measures to be implemented directly by the District to manage limited water supplies and/or reduce water demand include: discontinued flushing of water mains, reduced or discontinued irrigation of public landscaped areas.

(b) Water Use Restrictions: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(c) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to the following days. Sundays and Thursdays for customers with a street address ending in an even number (**0, 2, 4, 6 or 8**), Saturdays and Wednesdays for water customers with a street address ending in an odd number (**1, 3, 5, 7 or 9**). Irrigation of landscaped areas is further limited to **No Watering** between the hours of **9:00a.m.** and **9:00p.m.** on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket, hand held watering can, or drip irrigation system.

(d) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of **9:00 p.m.** and **9:00 a.m.** Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(e) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of **9:00 p.m.** and **9:00 a.m.**

(f) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(g) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the District.

(h) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours **9:00 p.m.** and **9:00 a.m.** However, if the golf course utilizes a water source other than that provided by the District, the facility shall not be subject to these regulations.

(I) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(j)The following uses of water are defined as non-essential and are prohibited:

(i) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(ii) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(iii) use of water for dust control;

(iv) flushing gutters or permitting water to run or accumulate in any gutter or street; and

(v) failure to repair a controllable leak(s) within a reasonable period of time, after having been given written notice(s) directing the repair of such leak(s).

(D) Stage 3 Response - SEVERE Water Shortage Conditions.

(1) Goal: Achieve a 30% percent reduction in daily water demand.

(a) Supply Management Measures: Measures to be implemented directly by the District to manage limited water supplies and/or reduce water demand include: discontinued flushing of water mains, discontinued irrigation of public landscaped areas.

(b) Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

(i) Irrigation of landscaped areas shall be limited to designated watering days between the hours of **9:00 p.m.** and **9:00 a.m.** and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or hose-end sprinklers. **The use of permanently installed automatic sprinkler systems is prohibited at all times;**

(ii) The District prohibits the watering of golf course tees unless the golf course utilizes a water source other than that provided; and

(iii) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(E) Stage 4 Response - CRITICAL Water Shortage Conditions.

(1) Goal: Achieve a 30% percent reduction in daily water demand.

(b) Supply Management Measures: Measures to be implemented directly by the District to manage limited water supplies and/or reduce water demand include: discontinued flushing of water mains, discontinued irrigation of public landscaped areas; use of an alternative supply source(s); use of reclaimed water for non-potable purposes.

(c) Water Use Restrictions: All requirements of Stage 2 and Stage3 shall remain in effect during Stage 4 except:

(i) Irrigation of landscaped areas shall be limited to designated watering days between the hours of **6:00 a.m.** and **10:00 a.m.** and between **8:00 p.m.** and **12:00 midnight** and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The uses of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

(ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of **6:00 a.m.** and **10:00 a.m.** and between **6:00 p.m.** and **10 p.m.**

(iii) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

(iv) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(v) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved. Time

limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(F) Stage 5 Response - EMERGENCY Water Shortage Conditions.

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

(a) Supply Management Measures: Measures, to be implemented directly by the District to manage limited water supplies and/or reduce water demand include: discontinued flushing of water mains discontinued irrigation of public landscaped areas; use of an alternative supply source(s); use of reclaimed water for non-potable purposes.

(b) Water Use Restrictions: All requirements of Stage 2, 3, and **4** shall remain in effect during **Stage 5** except:

(i) Irrigation of landscaped areas is absolutely prohibited.

(ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

10. Variances

The General Manager or the official designee may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations, and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the General Manager or the official designee. However, no variances shall be granted under any circumstance if Mustang SUD is in Stage 4 – Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use, and
- Other pertinent information.

11. Procedure for Curtailment of Water Supplies

Pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, 11.039

Any curtailment or rationing of water supply to Customers by Mustang SUD shall be administered in accordance with wholesale service contracts, which provisions are as follows:

“Such rationing shall, within the limits permitted by law, be done by the District on the basis of relative actual total amount of water taken from the System by each Customer respectively during the most recent Water year during which rationing among the Customers was not necessary.”

In addition, every wholesale water supply contract entered into or renewed after adoption of this Plan, including contract extensions, shall include a provision that water will be distributed in the same manner as provided above during a water shortage resulting from a drought or water emergency.

12. Enforcement.

No person shall knowingly or intentionally allow the use of water from the District for residential, commercial, industrial, governmental or any other purpose in a manner contrary to any provision of this plan, or in any amount in excess of that permitted by the drought response stage in effect at the time. Violation of any stage of this plan could warrant termination of service.

13. Adoption of Plan.

This Plan was adopted by the Board of Directors at a properly noticed meeting held on October 27, 2014.

APPENDIX A.

CUSTOMER SERVICE FORMS

Aubrey, TX 76227
Ph: 940-440-9561 Fax: 940-440-9686

Customer Name: _____

[illegible]

Comments: _____

Comments:

Comments: _____

Comments:

Thank you.

- ☐ Account Set-Up in System
- ☐ W/O Issued for Meter Set
- ☐ \$ Adjustment Made
- ☐ Meter assigned to Acct

ROAD BORE

IN THE EVENT THAT THE ROAD HAS TO BE BORED TO INSTALL YOUR SERVICE,
THERE WILL BE AN ADDITIONAL CHARGE.

I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR THIS CHARGE. THIS
CHARGE MUST BE PAID PRIOR TO BORING.

CUSTOMER SIGNATURE_____

**MUSTANG SPECIAL UTILITY DISTRICT
STANDARD AGREEMENT**

Please Print:

DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME _____

SERVICE ADDRESS

BILLING ADDRESS

PHONE NUMBER-Home (____) _____ - _____

PHONE NUMBER Work (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

SOCIAL SECURITY NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (include name of road, subdivision, with lot and block number):

ACREAGE: _____ HOUSE SIZE: _____

NUMBER IN FAMILY: _____

LIVESTOCK TYPE & NUMBER: _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

THIS AGREEMENT is between Mustang Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of a Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein, a copy of which has been provided in the information packet, for which Customer acknowledges receipt hereof by execution of this Agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current signed copy of this agreement.

If this Agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project, an Applicant shall pay an Indication of Interest Fee in lieu of an application Fee for the purpose of determining: 1. The number of taps to be considered in the design and 2. The number of potential ratepayers considered in determining the financial feasibility of constructing a new water system or expanding the facilities of an existing water system. The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's Rules, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a customer Fee. Applicant further agrees to pay, upon becoming a customer, the monthly service charges for such service as prescribed in the District's Rules. Any breach of this Agreement shall give cause for the District to liquidate, as damages the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed feasible by the District as a part of this project the Applicant shall be denied customer status in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's Rules. For the purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's application fee.

All water shall be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit of the Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment that may be located on a Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
2. No cross-connections between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service Agreement must exist for an annual inspection and testing by a certified backflow prevention tester.
3. No connection, which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
5. No solder or flux, which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service Agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the needs of all of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rules. By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

By the execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any utility easements for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules.

SIGNED this the ____ day of _____, 20_____.

Signature of Applicant _____

PLEASE DO NOT WRITE BELOW THIS LINE

Accepted and Approved
Mustang Special Utility District

Signature

Printed Name

Title

Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
Tel: 940-440-9561 Fax: 940-440-9686

Owner to Owner Account Transfer Checklist

Effective Date of Transfer: _____ Lot #: _____ Customer #: _____

Service Address: _____

(TRANSFEROR is the seller, TRANSFEREE is the buyer.)

In order to complete your Account Transfer, we need the following:

- 💧 ☐ Transferor and Transferee to completely fill out, sign and have the Account Transfer Authorization Form notarized.

Comments: _____

- 💧 ☐ Transferee to completely fill out and sign Service Agreement (There are five (5) pages to this document).

Comments: _____

- 💧 ☐ Transferee to pay \$25.00 Transfer Fee.
100.00 water deposit
50.00 wastewater deposit if applicable

Returning these items in a timely manner will assure that your Account will be transferred promptly. If you have any questions, please call us at the phone number above.

For Office Use Only

- ☐ Final Read W/O
- ☐ Transfer fee applied to Account
- ☐ Entered in System

**Owner to Owner
Account Transfer Authorization Form**

**Both Seller and Buyer information MUST be completed and Both Seller and Buyer
MUST sign form**

Effective Date of Transfer _____

Transferor's Name

Transferee's Name

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

(____)_____
Telephone Number

(____)_____
Telephone Number

Service Address _____

Account Number _____

Buyer/Transferor hereby surrenders Account in the Mustang Special Utility District ("MSUD") by execution of this form. Water service rights granted by account and other qualifications hereby cease contingent upon further qualification of the **Seller/Transferee** in accordance with the policies of MSUD.

By execution hereof, the undersigned hereby acknowledges that the Account Transfer complies with the terms of one of the following items (1-4), thereby qualifying for transfer of Account in accordance with the laws of the State of Texas.

1. The Account is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
2. The Account is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
3. The Account is transferred without compensation or by sale to the District; or
4. The Account is transferred as a part of the conveyance of real estate from which the Account arose.

Transferee understands that qualification for Account is not binding on the District and does not qualify Customer for continued water service unless the following terms and conditions are met:

1. The Account Transfer Authorization Form is completed by the Transferor and Transferee;
2. The Transferee has completed the required Application Packet;
3. All indebtedness due the District has been paid;
4. The Account Certificate has been surrendered, properly endorsed, by the record Transferor;
5. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Account originally arose; and
6. Any other terms and conditions of the District's Rules are properly met.

Seller's Signature

Buyer's Signature

STANDARD AGREEMENT

Please Print:

DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME _____

SERVICE ADDRESS

BILLING ADDRESS

PHONE NUMBER-Home (____) ____ - _____

PHONE NUMBER Work (____) ____ - _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (include name of road, subdivision, with lot and block number):

SPECIAL SERVICE NEEDS OF APPLICANT _____

(Such as elderly or infirmed. This information is needed in the event your account is delinquent and extenuating circumstances preclude disruption of service.)

THIS AGREEMENT is between Mustang Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of a Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein, a copy of which has been provided in the information packet, for which Customer acknowledges receipt hereof by execution of this Agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current signed copy of this agreement.

All water shall be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit of the Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment that may be located on a Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
2. No cross-connections between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service Agreement must exist for an annual inspection and testing by a certified backflow prevention tester.

3. No connection, which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
5. No solder or flux, which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service Agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the needs of all of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rules. By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

By the execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any utility easements for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules.

SIGNED this the ____ day of _____, 20____.

Signature of Applicant _____

PLEASE DO NOT WRITE BELOW THIS LINE

Accepted and Approved
Mustang Special Utility District

Signature

Printed Name

Title

AFTER RECORDING RETURN TO:
Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227

EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That _____ (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, it successors and assigns, a permanent easement and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across _____ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement, parallel to and twenty-five feet (25’) on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than _____.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with

Grantee's use of the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang's prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this ____ day of _____, 2007.

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before on _____, 20 , by _____,
the _____ of _____, on behalf of and with authority of said
entity.

Notary Public, State of Texas

MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
Aubrey, TX 76227
(940) 440-9561 * (940) 440-9686 Fax

This Form must be returned to Mustang Special Utility District within 30 days of establishing service. Failure to return may result in the interruption of service.

SERVICE INSPECTION CERTIFICATION

Name of PWS _____ Account # _____

PWS I. D. # _____ Location of Service _____

Name of Customer _____

I _____, upon inspection of the private plumbing facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

- (1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
☐ **Compliance** ☐ **Non Compliance**
- (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.
☐ **Compliance** ☐ **Non Compliance**
- (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐ **Compliance** ☐ **Non Compliance**
- (4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.
☐ **Compliance** ☐ **Non Compliance**
- (5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.
☐ **Compliance** ☐ **Non Compliance**
- (6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.
☐ **Compliance** ☐ **Non Compliance**

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service lines	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date:

**CUSTOMERS MAY REQUEST THAT PERSONAL ACCOUNT INFORMATION
CONTAINED IN MUSTANG SUD'S RECORDS NOT BE RELEASED TO
UNAUTHORIZED PERSONS**

The Texas Legislature enacted Section 182.052 of the Texas Utilities Code requiring publicly-owned utilities to give customers notice of their right to request that personal information, including but not necessarily limited to the customer's address, telephone number, account records and social security number, be kept confidential by the utility.

Is there a charge for this service?

Yes, there is a one-time charge of \$2.00 to cover the administrative cost of complying with the request for confidentiality. This fee must be paid at the time of request.

How can you request that my records be kept confidential?

Simply complete the form at the bottom of this page and return it with your check or money order for \$2.00 to:

**Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227**

A response is not necessary if you do not want this service.

NOTICE

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

Government-operated utilities are not prohibited from disclosing personal information in a customer's account record to: (1) an official or employee of the state, a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provided water, wastewater, sewer, gas, electricity, or drainage service for compensation.

.....

Detach and Return this Section

Yes, I want Mustang Special Utility District to keep the personal information in my account record confidential, including but not necessarily limited to my address, telephone number, and social security number. I have enclosed my payment of \$2.00 cover the administrative expense for this service.

Name: _____ Signature: _____

Account #: _____ Phone: _____

Address: _____

Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
940-440-9561

Mustang Special Utility District **has / has not** previously disconnected the service at _____.

In the event that the water service at the above address **has been** disconnected by **Mustang Special Utility District**, Mustang requires that the customer or the customer's representative of *18 years or older* be at the service address at the time of reconnection or servicing.

Reconnection and servicing times are between ____ - ____ a.m. on the effective date of transfer.

The customer understands that if he/she is not at the home during the time of servicing, the service **will not be reconnected**, and a trip charge will be billed to the customer **unless** the customer has signed the "Opt Out" form below. It will be the customer's responsibility to re-schedule the service trip for a later date.

In the event that the water service at the above address **has not been** disconnected by **Mustang Special Utility District**, Mustang will take a reading and verify that the service is on. If the service has been previously turned off by a Plumber or Builder, Mustang will not reconnect the service unless a customer or the customer's representative of 18 years or older is at the service address.

Mustang's responsibilities do not continue past the meter to the customer's home. Your service can still be turned off at the "Customer Valve" even if Mustang's records indicate that it is on. In the event that Mustang has verified that your service is on at the meter, and you still have no water service, please check the Customer Valve or contact your Builder or Plumber.

Customer signature: _____ Date: _____

Mustang Representative: _____ Date: _____

The customer has the right to "**Opt Out**" of the above agreement. By signing below the customer affirms that neither the customer nor a customer's representative will be at the service address at the time of servicing. The customer agrees **not** to hold Mustang Special Utility District responsible in the event that damages occur due to faucets being left on, running toilets, leaks, sprinkler systems problems, etc., or any other problem or situation that may arise causing excessive water use or damage to the property.

Customer Signature: _____ Date: _____

Mustang Representative: _____ Date: _____

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

REQUEST FOR SERVICE DISCONTINUANCE

Customer: _____

Account #: _____

Meter Address: _____

Discontinue Date: _____

Forwarding address: _____

I, the undersigned Customer, hereby request that my water meter assigned to the above noted account and address to be disconnected from Mustang SUD (the "District") service and that my deposit be refunded to me if not done previously. If I should ever want my service reinstated at this address, I acknowledge that I may have to reapply for service as a new member and pay all fees required by the District's Rate Order in effect at that time. I understand that the District's ability to provide service in the future will be dependent upon system capacity, which may be limited, and that capital improvements will be constructed at my cost. I further represent to the District that my spouse joins me in this request and I am authorized to execute this request for service discontinuation on behalf of my spouse.

Customer Signature: _____

Today's Date: _____

If your account has a deposit, it will automatically be applied to your final bill. If there is a credit on your final bill, a check will be mailed to you. It can take up to 45 days to receive your final bill, and an additional two weeks to process your refund check.

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

DEFERRED/INSTALLMENT AGREEMENT

Customer: _____

Account #: _____

AN AGREEMENT made this between Mustang Special Utility District ("District") and the Customer to be effective on the date of acceptance by the District stated below.

By execution of this agreement, the undersigned Customer agrees to pay \$_____ per month, in addition to current and future monthly service charges and other applicable fees as set forth in the District's approved Rate Order, to satisfy an outstanding debt owed to the District in the total amount of \$_____, which amount represents unpaid fees and charges for service, is paid in full on or before the date of _____. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this agreement shall institute the District's disconnection procedures as set forth in the District's Rate Order.

Signature of Customer: _____ Date: _____

APPROVED AND ACCEPTED by Mustang Special Utility District on this _____ day of _____, 20_____.

General Manager,
Mustang SUD

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

Owner Name: _____ Meter #: _____

Owner Billing Address: _____ Account #: _____

Service Address: _____

I, the undersigned, hereby authorize Mustang Special Utility District to send all statements relating to my account to the person(s) and address below until further written notice:

Tenant Name(s): _____

Billing Address: _____

Telephone: _____

Tenant Signature: _____

I understand that under this agreement that I will be given notice by the District of delinquencies on my account prior to disconnection of service. A notification fee will be charged to my account in accordance with the provisions of the District's fee schedule.

I also understand that, notwithstanding this agreement, I am responsible for all amounts due on my account and any or all regulations relating to my account are enforceable as if this agreement did not exist, including but not limited to late fees, reconnection charges, and termination of service.

I further understand that my account will not be reinstated until all fees and charges on my account have been paid in full.

Owner Signature: _____

Or Property Manager Signature: _____
(Must have copy of contract between owner and Manager on file with MSUD)

Date: _____

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

NOTICE OF WATER RATIONING

DATE:

TO: All Customers

FROM: _____, General Manager

Due to extreme water usage during the past weeks our system is unable to meet the demand of all water needs. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on file with the Texas Commission on Environmental Quality, Stage _____ - _____ Rationing will begin on _____ and will be in effect no later than _____ or until the situation improves.

Stage _____ — _____ Rationing allows _____

The Board of Directors has authorized the installation of a flow-restrictor on any line where a customer is found violating these rules. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program please notify me in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office.

Thank you for your cooperation.

General Manager,
Mustang SUD

Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
Phone: 940-440-9561 | Fax: 940-440-9686

Notice of Returned Check

Date: _____

Check Number: _____

Amount of Check: _____

The above-noted check has been returned to Mustang Special Utility District by your bank for the following reasons:

Insufficient Funds Account Closed Other: _____

You have ten days from the date of this notice in which to redeem the returned check and pay an additional 30.00 Returned Check Fee. Redemption of the returned check and payment of additional fees must be made in the form of cash, money order, certified check, or can be paid with a debit or credit card on our website at www.mustangwater.com. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your service will be disconnected and a non-payment penalty will apply.

Please Note: This notice is separate from your regular billing and you will need to check your dates to avoid disconnection and a non-payment penalty.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number: _____

Account Name: _____

Service Address: _____

Subdivision: _____

Total Amount Due: _____

Due By: _____

**Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
Tel: 940-440-9561 Fax: 940-440-9686**

EASEMENT DENIAL FORM AND AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DENTON §

Property Owner's Name: _____

Legal Description of Property: _____

Mustang Special Utility District (the "District") has attempted to acquire an easement for a community water distribution facilities across your property. It is now necessary to require that an easement either be granted or refused by you within thirty (30) days after receipt of this notice. Attached is the District's standard easement form. If you agree to grant an easement to the District on the above-described property, please sign the attached form before a notary public and return it to the District. A recorded copy will be returned for your records. If you decline to grant the requested easement to the District, sign this document and return it to the District. A self addressed, stamped envelope is enclosed for the return of either form. Failure to complete and return this document or the attached standard easement form will result in a copy of this document being completed and filed in the District's records for future reference. Failure to grant the requested easement does not relieve the District of its obligation to provide water and/or sewer service to the above-described property in the future. However, should an owner of the property apply for service in the future, he or she will incur the costs associated with moving the water and/or sewer line from public right-of-way to private easement plus any other normal charges for service. For further clarification, contact our office at 940-440-9561.

I, _____ hereby refuse Mustang Special Utility District's request for an easement to extend, enlarge, upgrade, improve or relocate community water distribution facilities on the above-described property.

Signature of Property Owner : _____

ACKNOWLEDGED

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____,
20_____, by _____.

Notary Public, State of Texas

AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, after being duly sworn, stated under oath that he/she is the duly appointed General Manager of Mustang Special Utility District; that this is a true copy of the document sent by certified mail, return receipt requested, to _____ on the _____ day of _____, 20_____; that a signed receipt verifying delivery and acceptance of this document is on file in the office of Mustang Special Utility District, Aubrey, Denton County, Texas; that Mustang Special Utility District did not receive a signed easement or signed easement denial within thirty (30) days following receipt of this document by the foregoing property owner; that the engineer for Mustang Special Utility District has furnished the property owner with an estimate of costs for rerouting the pipeline and/or other improvements for which an easement was requested but denied by the property owner; and that every statement contained in the petition is within his/her personal knowledge and is true and correct.

AFFIANT:

General Manager,
Mustang SUD

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20_____, to certify which witness my hand and official seal.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 20_____, by _____, General Manager of Mustang Special Utility District, with authority and on behalf of said entity.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

METER TEST AUTHORIZATION AND TEST REPORT

Name: _____

Address: _____

Date of Request: _____ Telephone: _____

Account No: _____ Meter No: _____

Customers requesting a meter test may be present during the test, but if not, the undersigned customer shall accept the test results shown by the District. The test shall be conducted on a certified test bench in accordance with the American Water Works Association standards and methods. Customer agrees to pay \$_____.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water service charges and fees. In the event that Customer is required to pay for the test and for outstanding water service charges and fees, said charges and fees shall be appear on the first billing statement sent to the Customer following the test date.

Signature of Customer

TEST RESULTS

Low Flow (¼ GPM)	_____ %	(AWWA Standard 97.0 - 103.0%)
Intermediate (2 GPM)	_____ %	(AWWA Standard 98.5 - 101.5%)
High Flow (10 GPM)	_____ %	(AWWA standard 98.5 - 101.5%)

Register test _____ minutes at _____ GPM recorded per _____ gallons.

_____ Meter tests accurately; no adjustments due.

_____ Meter tests high; adjustment due on water charges by _____ %

_____ Meter tests low; no adjustment due.

Test conducted by _____ Approved by _____

MUSTANG SPECIAL UTILITY DISTRICT

7985 FM 2931, AUBREY TX 76227
(940) 440-9561 FAX (940) 440-9686

HYDRANT METER USE AGREEMENT (MUSTANG'S METER)

Date _____

COMPANY/CONTRACTOR INFORMATION

Business Name _____

Mailing Address _____

Contact _____ Phone # (_____) _____

HYDRANT METER INFORMATION

Deposit \$ 1,800.00 Meter # _____ Initial Read _____

Location to be used _____

The CONTRACTOR shall on or before the 20th day of each month during the term of this Agreement bring the hydrant meter in for reading and physical inspection by Mustang. If the CONTRACTOR fails to do so, it will agree and accept to pay a **penalty of \$500 the first month and will forfeit the meter the second month**. If the Contractor brings the hydrant meter in for reading, on or before the due date, the CONTRACTOR will be billed for the actual amount of water used. The security deposit may be used against any billing that is due and outstanding at the time of the termination of this Agreement.

MUSTANG SPECIAL UTILITY DISTRICT:

CONTRACTOR:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

FINAL CHECK IN AND READ

Date _____ Final Read _____

Mustang Representative _____

Customer Signature _____

Rates per 1,000 gallons:	Mustang SUD \$3.95	Arrowbrooke \$3.25
	Paloma Creek 8A \$3.25	Savannah \$3.25
	Paloma Creek 8B \$3.25	Paloma Creek 11B \$3.25
	Paloma Creek 11A \$5.00	Paloma Creek 11C \$3.25

HYDRANT METER USE AGREEMENT (MUSTANG'S METER)

THIS AGREEMENT is made between _____ (hereinafter called the "CONTRACTOR") and Mustang Special Utility District (hereinafter called "Mustang").

In consideration of the mutual covenants contained in this Agreement and other valuable consideration the receipt of which is acknowledged, the parties do hereby agree as follows:

1. On the terms and conditions set out in this Agreement or as otherwise provided here, Mustang agrees to let the CONTRACTOR use the hydrant meter as shown on page 1 and the backflow prevention assembly.
2. The CONTRACTOR shall use the Equipment only in the manner for which it was designed and intended. The CONTRACTOR shall not permit any Equipment to be used in violation of any federal, state, or municipal laws, ordinances, rules, or regulations, or contrary to the provisions of this Agreement. The CONTRACTOR shall indemnify and hold Mustang harmless from any and all fines, forfeitures, damages or penalties resulting from violations by the CONTRACTOR.
3. The term of this Agreement shall commence on the date shown on page 1, and ends when the meter is returned to Mustang for final reading and inspection.
4. **The CONTRACTOR agrees to pay Mustang by the billing due date each month, a \$214.25 fee for the possession and use of the hydrant meter and backflow assembly in addition to actual water usage charges during the continuance of this agreement.**
5. No Encumbrances: (a) Nothing shall affect Mustang's absolute ownership of and title to the hydrant meter and backflow prevention assembly. The ownership and title are reserved and retained by Mustang. (b) The CONTRACTOR agrees that it will not, in any manner, suffer or permit any of the Equipment to be pledged, seized, or held for any tax, debt, lien, or obligation arising because of the CONTRACTOR. (c) The CONTRACTOR will pay and discharge when due all taxes, fees, assessments and other governmental charges or levies imposed during the term of this Agreement with respect to any of the Equipment, provided that the tax, fee, assessment, charge or levy need not be paid if, and so long as, its validity shall currently be contested by appropriate proceedings. In case of the CONTRACTOR'S failure so to do, Mustang may recover the property and all costs of such recovery shall immediately be due and payable from the CONTRACTOR.
6. Return of Equipment: The CONTRACTOR shall at the end of this Agreement or at the earlier expiration, or other termination of this Agreement with respect to the hydrant meter and backflow prevention assembly, deliver the equipment in good order and repair, reasonable wear and tear excepted, free and clear of all liens, charges and encumbrances of any nature excepting only those granted by or arising through Mustang. **The CONTRACTOR shall be liable and billed in full for any damage or required repairs to the Equipment.**
7. Indemnification: Except as otherwise provided in this Agreement, the CONTRACTOR shall release fully and hold Mustang, its agents and employees harmless and will indemnify them from all liabilities, including costs and legal fees, if any, including claims for damages on account of loss or damage to the property of, members of the public, the agents, servants employees, licensees, tenants, lessees and patrons of Mustang, in any manner attributable to or arising out of the ownership, operation or maintenance of the Equipment, regardless of whether caused in whole or in part by the negligence of Mustang, provided, however, that this provision shall not apply to liabilities proximately caused by acts of Mustang, which constitute willful and wanton negligence or criminal acts.
8. Loss of Equipment: If any of the Equipment is lost, stolen, or willfully or accidentally destroyed, the CONTRACTOR will notify Mustang immediately in writing and use all reasonable endeavors at the CONTRACTOR'S own expense to recover the Equipment. **If the Equipment is not recovered within 15 days, the CONTRACTOR shall be billed full replacement cost for all Equipment not returned.**

9. The CONTRACTOR has this day **deposited** with Mustang the sum of **One Thousand Eight Hundred Dollars (\$1,800.00)**, the receipt whereof is hereby acknowledged by Mustang, as security for the payment of faithful performance by it of all the other obligation hereunder, and for the payment of any and all sums of money for which it may be, or become, liable hereunder. Said sum of \$ 1,800 Dollars or so much thereof as shall not be applied for the purposes aforesaid, shall be returned to the CONTRACTOR, its successors or assigns, at the expiration of this Agreement, provided all the terms, conditions, covenants and agreements herein mentioned have been performed by the said CONTRACTOR, its successors and assigns.
10. **The CONTRACTOR shall on or before the 20th day of each month during the term of this Agreement bring the hydrant meter in for reading and physical inspection by Mustang. If the CONTRACTOR fails to do so, it will agree and accept to pay a penalty of \$500 the first month and will forfeit the meter the second month. If the Contractor brings the hydrant meter in for reading, on or before the billing date, the CONTRACTOR will be billed for the actual amount of water used. The security deposit may be used against any billing that is due and outstanding at the time of the termination of this Agreement.**
11. Default:
- (a) If, during the continuance of this Agreement one or more of the following events ("Events of Default") shall occur:
 - (i) Default shall be made in the payment of any payment to be made by the CONTRACTOR and the default shall continue for 30 days after written notice from Mustang to the CONTRACTOR of the default and demand that it be remedied;
 - (ii) Default shall be made in the observance of performance of any other of the covenants, conditions and agreements on the part of the CONTRACTOR contained here and the default shall continue for 30 days after written notice from Mustang to the CONTRACTOR, specifying the default and demanding that it be remedied; then in any such case the Authority, at its option, may exercise any or all of the following rights:
 - (iii) Proceed by appropriate court action, either at law or in equity, to enforce performance by the CONTRACTOR of this Agreement or to recover damages for breach; or
 - (iv) By notice in writing to the CONTRACTOR, terminate this Agreement, at which time all right of the CONTRACTOR to the use of the Equipment shall terminate as though this Agreement had never been made Mustang shall have a right to recover from the CONTRACTOR all amounts which under the term of this Agreement may be then due or which may have accrued to the date of the termination; or
 - (v) Pay any expense or charges that the CONTRACTOR is obligated to pay pursuant to this Agreement that the CONTRACTOR has failed timely to pay. These amounts shall then be immediately due and payable by the CONTRACTOR to Mustang.
 - (b) The remedies in this Agreement provided in favor of Mustang shall not be deemed exclusive, but shall be in addition to all other remedies in its favor existing at law or in equity. The CONTRACTOR waives any mandatory requirements of law, now or subsequently in effect, which might limit or modify any of the remedies here, to the extent that law permits the waiver.
 - (c) The failure or delay of Mustang to exercise the rights granted it here upon any occurrence of any of the events set out here shall not constitute a waiver of any right upon the continuation or recurrence of those or similar events.
 - (d) The CONTRACTOR shall promptly advise Mustang of all correspondence, notices, accident reports, and other documents, received by the CONTRACTOR and asserting any claim or demand involving or relating to title to, or liens upon, the Equipment and will notify Mustang of any claim of injury or property damage involving the Equipment during the term of this Agreement.
12. **Warranty Disclaimer. MUSTANG, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESSED OR IMPLIED WARRANTY**

OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, THE AUTHORITY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING TO THE EQUIPMENT, PATENT INFRINGEMENT, LATENT DEFECTS, AND TITLE. Mustang and the CONTRACTOR shall cooperate for the purpose of obtaining the full benefit of any manufacturers' warranties with respect to the Equipment.

13. Disclaimer of Liability. Neither the Board President nor any individual Board member of the Mustang or its employees or agents shall be personally liable to the CONTRACTOR in any way by reason or any clause of this Agreement.
14. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the State of Texas.
15. Notices. Any notice required or permitted by this Agreement shall be in writing and may be either delivered in person or delivered by depositing in the United States Mail, postage paid, addressed to the following:

Mustang SUD
7985 FM 2931
Aubrey, Texas 76227

Contractor address as shown on page 1

16. Assignment. The CONTRACTOR agrees that this Agreement shall not be assigned or transferred without the prior written consent of Mustang and any successor to the CONTRACTOR'S rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession.
17. This Agreement shall not be of any force or effect unless the change or modification is embodied in an amendment, which is dated and is reduced to writing executed by both parties and approved by Mustang.
18. Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions may continue to conform with the purposes of this Agreement and the requirement of applicable law.
19. Headings. The headings of this Agreement are for convenience and reference only, and in no way limit or describe the scope or intent of this Agreement.

MUSTANG SPECIAL UTILITY DISTRICT

7985 FM 2931, AUBREY TX 76227
(940) 440-9561 FAX (940) 440-9686

HYDRANT METER USE AGREEMENT (CUSTOMER'S METER)

Date _____

COMPANY/CONTRACTOR INFORMATION

Business Name _____

Mailing Address _____

Contact _____ Phone #(_____) _____

HYDRANT METER INFORMATION

Deposit \$ **500.00** _____ Meter # _____ Initial Read _____

Location to be used _____

The CONTRACTOR shall on or before the _____ day of each month during the term of this Agreement bring the hydrant meter in for reading and physical inspection by Mustang. If the CONTRACTOR fails to do so, it will agree and accept to pay a penalty of \$500. If the Contractor brings the hydrant meter in for reading, on or before the billing date, the CONTRACTOR will be billed for the actual amount of water used. The security deposit may be used against any billing that is due and outstanding at the time of the termination of this Agreement.

MUSTANG SPECIAL UTILITY DISTRICT:

CONTRACTOR:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

FINAL CHECK IN AND READ

Date _____ Final Read _____

Mustang Representative _____

Customer Signature _____

Rates per 1,000 gallons: Mustang SUD \$3.95
Providence \$3.25 Savannah \$3.25
Paloma Creek 8B \$2.75 Paloma Creek 8A \$3.25
Paloma Creek 11A \$5.00 Paloma Creek 11B \$3.25

HYDRANT METER USE AGREEMENT (CUSTOMER'S METER)

THIS AGREEMENT is made between _____ (hereinafter called the "CONTRACTOR") and Mustang Special Utility District (hereinafter called "Mustang").

In consideration of the mutual covenants contained in this Agreement and other valuable consideration the receipt of which is acknowledged, the parties do hereby agree as follows:

1. On the terms and conditions set out in this Agreement or as otherwise provided here, Mustang agrees to let the CONTRACTOR use the hydrant meter as shown on page 1 and the backflow prevention assembly.
2. The CONTRACTOR shall use the Equipment only in the manner for which it was designed and intended. The CONTRACTOR shall not permit any Equipment to be used in violation of any federal, state, or municipal laws, ordinances, rules, or regulations, or contrary to the provisions of this Agreement. The CONTRACTOR shall indemnify and hold Mustang harmless from any and all fines, forfeitures, damages or penalties resulting from violations by the CONTRACTOR.
3. The term of this Agreement shall commence on the date shown on page 1 and ends when the meter is brought in for final reading.
4. **The CONTRACTOR agrees to pay Mustang by the billing due date each month, a \$214.25 administration fee in addition to actual water usage charges during the continuance of this agreement.**
5. The CONTRACTOR has this day **deposited** with Mustang the sum of **Five Hundred Dollars (\$500.00)**, the receipt whereof is hereby acknowledged by Mustang, as security for the payment of faithful performance by it of all the other obligation hereunder, and for the payment of any and all sums of money for which it may be, or become, liable hereunder. Said sum of \$ _____ Dollars or so much thereof as shall not be applied for the purposes aforesaid, shall be returned to the CONTRACTOR, its successors or assigns, at the expiration of this Agreement, provided all the terms, conditions, covenants and agreements herein mentioned have been performed by the said CONTRACTOR, its successors and assigns.
6. **The CONTRACTOR shall on or before the _____ day of each month during the term of this Agreement bring the hydrant meter in for reading and physical inspection by Mustang. If the CONTRACTOR fails to do so, it will agree and accept to pay a penalty of \$500.00. If the Contractor brings the hydrant meter in for reading, on or before the billing date, the CONTRACTOR will be billed for the actual amount of water used. The security deposit may be used against any billing that is due and outstanding at the time of the termination of this Agreement.**
7. Default:
 - (a) If, during the continuance of this Agreement one or more of the following events ("Events of Default") shall occur:
 - (i) Default shall be made in the payment of any payment to be made by the CONTRACTOR and the default shall continue for 30 days after written notice from Mustang to the CONTRACTOR of the default and demand that it be remedied;
 - (ii) Default shall be made in the observance of performance of any other of the covenants, conditions and agreements on the part of the CONTRACTOR contained here and the default shall continue for 30 days after written notice from Mustang to the CONTRACTOR, specifying the default and demanding that it be remedied; then in any such case the Authority, at its option, may exercise any or all of the following rights:
 - (iii) Proceed by appropriate court action, either at law or in equity, to enforce performance by the CONTRACTOR of this Agreement or to recover damages for breach; or
 - (iv) By notice in writing to the CONTRACTOR, terminate this Agreement, at which time all right of the CONTRACTOR to the use of the Equipment shall terminate as though this

Agreement had never been made Mustang shall have a right to recover from the CONTRACTOR all amounts which under the term of this Agreement may be then due or which may have accrued to the date of the termination; or

- (v) Pay any expense or charges that the CONTRACTOR is obligated to pay pursuant to this Agreement that the CONTRACTOR has failed timely to pay. These amounts shall then be immediately due and payable by the CONTRACTOR to Mustang.
 - (b) The remedies in this Agreement provided in favor of Mustang shall not be deemed exclusive, but shall be in addition to all other remedies in its favor existing at law or in equity. The CONTRACTOR waives any mandatory requirements of law, now or subsequently in effect, which might limit or modify any of the remedies here, to the extent that law permits the waiver.
 - (c) The failure or delay of Mustang to exercise the rights granted it here upon any occurrence of any of the events set out her shall not constitute a waiver of any right upon the continuation or recurrence of those or similar events.
- 8. Disclaimer of Liability. Neither the Board President nor any individual Board member of Mustang or its employees or agents shall be personally liable to the CONTRACTOR in any way by reason or any clause of this Agreement.
 - 9. Governing Law. This Agreement shall be construed in accordance with and shall be Governed by the State of Texas.
 - 10. Notices. Any notice required or permitted by this Agreement shall be in writing and may be either delivered in person or delivered by depositing in the United States Mail, postage paid, addressed to the following:

Mustang SUD
7985 FM 2931
Aubrey, Texas 76227
-
- Contractor address as shown on page 1
- 11. Assignment. The CONTRACTOR agrees that this Agreement shall not be assigned or transferred without the prior written consent of Mustang and any successor to the CONTRACTOR'S rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession.
 - 12. This Agreement shall not be of any force or effect unless the change or modification is embodied in an amendment, which is dated and is reduced to writing executed by both parties and approved by Mustang.
 - 13. Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions may continue to conform with the purposes of this Agreement and the requirement of applicable law.
 - 14. Headings. The headings of this Agreement are for convenience and reference only, and in no way limit or describe the scope or intent of this Agreement.

Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
Tel: 940-440-9561 Fax: 940-440-9686

DROUGHT CONTINGENCY PLAN SPECIAL PERMIT

To request a variance from the Mustang Special Utility District's Drought Contingency Plan, you must complete this form and return it to the District for review and approval.

Date: _____

Company Name: _____

Contact Name: _____ Phone: _____

Address: _____ City, State and Zip: _____

This permit allows for water use outside of the scope of the District's Drought Contingency Plan.

Project Description: _____

Project Location: _____

Amount of Water Requested: _____

Reason for Variance Request: _____

Dates of Requested Variance: _____

By signing below, I agree to and acknowledge the rules and restrictions of the current stage of the District's Drought Contingency Plan. I further understand that this permit is only valid for the dates indicated below and is subject to termination at any time by the District. This permit must be available for inspection if the District conducts site audits. Violations to the District's Drought Contingency Plan will result in immediate termination of service, collection of equipment and fines as referenced in the District's Rate Order.

Signature of Acceptance

Date

THIS PERMIT IS EFFECTIVE FROM _____ to _____

Director of Operations

Date

General Manager

Date

APPENDIX B.

DEVELOPMENTS & CONTRACTS FORMS

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF MUSTANG SPECIAL UTILITY DISTRICT

Pursuant to Chapter 13.2502 of the Texas Water Code, Mustang Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Mustang Special Utility District, Certificate of Convenience and Necessity Nos. 11856 and 20930, in Denton County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with Developer, Subdivision, and Non-Standard Service Requirements (the "Subdivision Policy") contained in Mustang Special Utility District's Rate Order.

Mustang Special Utility District is not required to extend retail water or waste water utility service to a service applicant in a subdivision where the applicant of the subdivision has failed to comply with the Subdivision Policy.

Among other requirements, the Subdivision Policy requires the applicant to:

- complete a Non-Standard Service Application
- submit an approved final plat showing the requested service area
- pay a Service Investigation Fee
- enter into a Non-Standard Service Contract and/or other agreements

Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

- evaluation by Mustang Special Utility District of the impact a proposed subdivision service extension will make on Mustang Special Utility District's water supply and/or sewer system and payment of the costs for this evaluation;
- payment of fees for reserving water supply and/or wastewater collection capacity;
- forfeiture of reserved water supply capacity for failure to pay applicable fees;
- payment of costs of any improvements to Mustang Special Utility District's system that are necessary to provide the water and/or service;
- construction according to design approved by Mustang Special Utility District and dedication by the developer of water facilities within the subdivision following inspection.

Mustang Special Utility District's Rate Order and a map showing Mustang Special Utility District's service area may be reviewed at Mustang Special Utility District's offices at 7985 FM 2931, Aubrey, Texas 76227. The Rate Order and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, Utility Rates and Services [Certification and Rate Design] Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

**Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227
Tel: 940-440-9561 Fax: 940-440-9686**

EQUIPMENT AND LINE DEDICATION AGREEMENT

_____ ("Transferor"), having complied with the Developer, Subdivision, and Non-standard Service Requirements contained in the Rate Order of Mustang Special Utility District (the "District"), the District's Rate Order, and the requirements and conditions set forth in the Non-Standard Service Contract between the District and Transferor dated _____, 20____, Transferor does hereby dedicate, transfer and assign to the District all rights and privileges to and ownership of all equipment, facilities and improvements (collectively the "Improvements") installed as a condition of service, which Improvements are described in the above-described Non-Standard Service Contract and any amendments thereto, and being further described in the document(s) attached hereto as Exhibit "A" or as follows: _____

On the _____ day of _____, 20____, the District through its Board of Directors agreed to accept the above-described Improvements. The District shall, from this day forward, hold Transferor harmless from any costs for repairs or maintenance of said Improvements, notwithstanding any warranty or maintenance bonds for said repairs or maintenance as per the Non-Standard Service Contract.

This agreement is entered into on _____, 20____, by:

MUSTANG SUD

TRANSFEROR:

By: _____
General Manager
7985 FM 2931
Aubrey, Texas 76227

By: _____
Name: _____
Title: _____
Address: _____

STATE OF TEXAS §
COUNTY OF DENTON §

IN WITNESS WHEREOF the said Transferor and President of the Mustang Special Utility District have executed this instrument on this _____ day of _____, 20____.

BEFORE ME, the undersigned, Notary Public, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL on this _____ day of _____, 20____.

Notary Public, State of Texas

Mustang Special Utility District
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9686

NOTICE OF INSUFFICIENT INFORMATION

TO: _____

ACCOUNT NUMBER: _____

DATE: _____

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that your utility service from the District is in jeopardy because the document(s) or information listed below is incomplete, inaccurate or missing from your account records. If our office does not receive the completed documents and/or proper information within ten (10) days of the date of this notice, the District will disconnect your water service. To regain service after disconnection, you must re-apply for and pay all charges and fees applicable to a new customer in accordance with the District's Rate Order.

You must cap the service line if you do not desire to continue receiving water service from the District. The District will not cap your service line for you, but will remove the meter on the above-noted Date of Scheduled Disconnection regardless of the circumstances.

Place an "X" to indicate the required document(s) or information.

- _____ SERVICE APPLICATION AND AGREEMENT
- _____ EASEMENT AND RIGHT-OF-WAY
- _____ SANITARY CONTROL EASEMENT
- _____ ALTERNATE BILLING AGREEMENT
- _____ NON-STANDARD SERVICE CONTRACT
- _____ FINAL PLAT
- _____ BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- _____ OTHER _____
- _____ OTHER _____
- _____ OTHER _____

By: _____
General Manager, Mustang SUD

MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
Aubrey, Texas 76227
Tel: 940-440-9561 | Fax: 940-440-9696

NON-STANDARD SERVICE APPLICATION

Date: _____ **Service Requested:** ____ Water ____ Waste Water

NAME OF PROPOSED DEVELOPMENT: _____

Maximum Number of Lots: _____ Standard Lot Size: _____

NAME OF APPLICANT/DEVELOPER: _____

Name & Title of Person Completing Application: _____

Mailing Address: _____

Telephone: _____ Fax: _____

NAME OF PROPERTY OWNER: _____

Mailing Address: _____

Telephone: _____ Fax: _____

NAME OF ENGINEERING FIRM: _____

Responsible Engineer: _____

Mailing Address: _____

Telephone: _____ Fax: _____

LEGAL DESCRIPTION OF PROPERTY: (State or Attach) _____

TYPE OF DEVELOPMENT: (Check all that apply)

☐ Residential Subdivision ☐ Apartments ☐ Manufactured Home Park

☐ RV Park ☐ Commercial/Industrial Park ☐ Other Large Meter Applicant (> Standard Meter)

SPECIAL SERVICE NEEDS: _____

ADDITIONAL INFORMATION:

1. Is the property located in the corporate limits or ETJ of a municipality? Yes ____ No ____

If yes, provide the name of the municipality: _____

2. Are additional phases planned for this development? Yes ____ No ____

If yes, please explain: _____

REQUIRED ATTACHMENTS: Please indicate whether the following items are attached:

1. 1. Three (3) copies of the preliminary plat Yes _____ No _____
2. 2. Three (3) copies of the final plat Yes _____ No _____
3. 3. Three (3) copies of the water utility/line extension plans .. Yes _____ No _____
4. 4. A location map of the proposed development Yes _____ No _____
5. 5. A valid check covering the estimated Service Investigation Fee. Yes _____ No _____

This application must be completed by the Applicant only. Mustang Special Utility District will take no action related to the above-described development until this application is complete. A signed application will be considered complete only after the district has received all required attachments, including a valid check in the amount of the estimated Service Investigation Fee. Please contact the General Manager to obtain the estimated fee amount.

I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT, THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

SIGNED _____ , 20_____ .

Print Name: _____

Title: _____

FOR ADMINISTRATIVE USE ONLY

SERVICE INVESTIGATION FEE:

Amount: _____ Check: _____
Date: _____ Received By: _____

LIST ITEMS NOT ATTACHED:

_____	Date Received: _____	By: _____
_____	Date Received: _____	By: _____
_____	Date Received: _____	By: _____

COMMENTS:

**NON-STANDARD SERVICE CONTRACT
BY AND BETWEEN MUSTANG SPECIAL UTILITY DISTRICT
AND**

(_____)

This Non-standard Service Contract ("Contract") is entered into by and between Mustang Special Utility District (the "District") and _____ ("Developer"), a Texas _____.

WHEREAS, Developer is engaged in developing a _____± acre tract of land out of the _____ Survey (Abstract No. _____) in Denton County, Texas, and more particularly described or shown in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Developer intends to develop a residential subdivision on the Property known as _____, an addition to the City of _____, Denton County, Texas (the "Development"), in accordance with plans and specifications submitted to the District for review and approval;

WHEREAS, the Property is located within the District's service area where the District owns and operates a retail public water system and sewer (waste water) system under Certificate of Convenience and Necessity Nos. 11856 and 20930, respectively, for domestic use and purposes;

WHEREAS, Developer has requested the District to provide water and sewer service to the Property through an extension of the District's water supply and sewage collection systems, such extension being hereinafter referred to as the "Off-Site Facilities;"

WHEREAS, Developer intends to construct water distribution and sewer collection facilities on the Property through which the District will provide water and sewer service to a maximum of _____ (_____) standard service connections (i.e. 5/8" x 3/4" meters) in the Development, such facilities being hereinafter referred to as the "On-Site Facilities;"

WHEREAS, the Off-Site Facilities and On-Site Facilities shall be hereinafter collectively referred to as the "Utility Service Improvements;"

WHEREAS, the District declares the Development a "High Density Development" pursuant to its Rate Order;

WHEREAS, the District has agreed to take the actions necessary to make water available and to serve the Property pursuant to the terms and conditions of this Contract.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in

consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and the District agree as follows:

1. Engineering and Design of the Off-Site Facilities.

- A. The Off-Site Facilities shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the District and all governmental agencies having jurisdiction. All plans and specifications for the Off-Site Facilities must be reviewed and approved by the District's consulting engineer prior to the issuance of any invitation for bids for construction of the Off-Site Facilities. Upon approval of the plans and specifications by the District's consulting engineer, the plans and specifications shall become part of this Contract by reference and shall more particularly define the "Off-Site Facilities."
- B. The Off-Site Facilities must be sized to provide continuous and adequate water service to the Property based on plats and plans for the Development submitted to the District by Developer. The District may require the Off-Site Facilities to be upsized in anticipation of the needs of other or future customers of the District, subject to an obligation by the District to reimburse Developer for the additional cost of such upsizing as provided for herein below. Notwithstanding anything herein to the contrary, the District shall have no obligation to reimburse Developer for any Off-Site Facilities that utilize up to an eight inch (8") internal diameter service line.

2. Engineering and Design of the On-Site Facilities.

The On-Site Facilities shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the District and all governmental agencies having jurisdiction. All plans and specifications for the Off-Site Facilities must be reviewed and approved by the District's consulting engineer prior to the issuance of any invitation for bids for construction of the On-Site Facilities. After such approval of the plans and specifications by the District's consulting engineer, the plans and specifications shall become part of this Contract by reference and shall more particularly define the "On-Site Facilities."

3. Required Easements or Rights-of-Way.

- A. Developer shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which the District determines are necessary for the construction or operation of the Utility Service Improvements and for obtaining any governmental approvals necessary to construct the Utility Service Improvements in public right-of-ways.
- B. Any easements acquired by Developer shall be in a form approved by the District's and shall be assigned to the District upon proper completion of the construction of the Utility Service Improvements. The legal instruments by which Developer will acquire any such easements or assign such easements to the District must be approved by the District's attorney prior to the acquisition of such easements by Developer.

4. Construction of the Utility Service Improvements.

- A. To construct the Utility Service Improvements, Developer shall select a qualified contractor subject to the District's approval or advertise for bids for construction of the Utility Service Improvements, in accordance with generally accepted bidding practices, and shall award the contract for construction subject to the District's approval. The District may reject any bid.
- B. Upon the selection and approval of a contractor, Developer shall prepare and submit a construction contract to the District for its review and approval.
- C. The contractor shall obtain and tender payment and completion bonds in the full amount of the contract price. The bond forms and the underwriters are subject to the District's approval.
- D. Upon execution of the approved construction contract, Developer shall escrow the full amount of the contract price with the District or execute a Three-Way Contract approved by the District's attorney. If the contract price is escrowed with the District by Developer, the District shall pay the contractor's pay requests pursuant to the terms and conditions of the construction contract.
- E. The Utility Service Improvements shall be constructed in accordance with the approved plans and specifications and the District's tariff, rate order, rules and regulations. The District shall have the right to inspect and approve all phases of the construction of the Utility Service Improvements. Developer must give written notice to the District of the date on which construction is scheduled to commence so that the District may assign an inspector. The District may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus ten percent (10%) overhead.

5. Dedication of Utility Service Improvements to the District.

Upon proper completion of construction of the Utility Service Improvements, and final inspection and approval thereof by the District, Developer shall dedicate the Utility Service Improvements to the District by an appropriate legal instrument approved by the District's attorney. The Utility Service Improvements shall thereafter be owned by the District subject to Developer's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the Utility Service Improvements and for a term of not less than two (2) years. Developer's maintenance bond is subject to the approval of the District's attorney. Any connection of individual customers or members to the Utility Service Improvements shall be made by the District.

6. Cost of the Utility Service Improvements.

- A. Developer shall pay or reimburse the District for all costs associated with the Utility Service Improvements as a contribution in aid of construction including, without

limitation, the cost of the following:

- (1) engineering and design;
 - (2) easement and right-of-way acquisitions;
 - (3) construction;
 - (4) inspections;
 - (5) attorney's fees;
 - (6) insurance and bond premiums; and
 - (7) governmental or regulatory approvals required to lawfully provide service.
- B. Developer shall indemnify the District and hold the District harmless from all of the foregoing costs.
- C. As reflected in the approved plans and specifications for the Off-Site Facilities, the District has required Developer to oversize all or a portion of the Off-Site Facilities in anticipation of the needs of other customers of the District. The District shall reimburse Developer pro rata for the additional costs of construction attributable to oversizing the Off-Site Facilities, as determined by the District's consulting engineer, in accordance with paragraph 7 below.

7. Pro Rata Reimbursement.

- A. For a period not to exceed ten (10) years following the acceptance date of the Off-Site Facilities constructed pursuant to this Contract, the District will collect from any applicant that connects or desires to connect to the Off-Site Facilities a pro-rata fee that is determined in accordance with the formula set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- B. The District will tender pro-rata reimbursements only to Developer at the address set forth in paragraph 12 below. It will be the duty of Developer to notify the District in writing of any change of address in accordance with paragraph 12.
- C. The District may assess a ten percent (10%) administrative fee for the administration of pro-rata reimbursements which shall be deducted from all pro-rata fees collected by the District before remittance to Developer.

8. Service Investigation Fee.

- A. Simultaneous with Developer's execution and delivery of this Contract to the District, Developer shall pay a Service Investigation Fee of \$_____ to the District plus any additional sums required by the District to cover administrative, legal and engineering fee that will be incurred by the District to investigate the District's ability to provide water service to the Property and Development including, without

limitation, fees incurred for:

- (1) reviewing and approving plats, plans and specifications;
- (2) obtaining or determining cost estimates for construction;
- (3) advertising and accepting bids for construction;
- (4) preparing a non-standard service contract between the District and Developer; and
- (5) obtaining or providing other services as required by the District for such investigation.

- B. The District shall refund the remaining balance of the fee, if any, upon completing its service investigation, including the completion of all legal and engineering services associated with processing Developer's non-standard service request. If the fee paid by Developer is not sufficient to pay all expenses incurred or to be incurred by the District in performing the service investigation, Developer shall pay or reimburse the District for such expenses upon written request, and the District shall have no obligation to complete processing Developer's non-standard service request until the requested payment or reimbursement has been paid.

9. Service Connection Fees.

- A. The District currently charges a Connection Fee of \$_____ for a standard water service connection and Connection Fee of \$_____ for a standard sewer service connection. For purposes of this Contract, the Connection Fee for water service includes all fees and charges required for a residential customer to obtain water and sewer service from the District except for the cost of meter installation and the customer Deposit. Developer shall pay to the District a total Connection Fee of \$_____ for the _____ (_____) standard (residential) service connections in the Development according to the following schedule:

- (1) Payment 1: Developer shall pay the sum of \$_____ to the District for _____ connections prior to commencing construction of the Utility Service Improvements for the Development.
- (2) Payment 2: Developer shall pay the sum of \$_____ to the District for _____ connections prior to the District approving and accepting dedication of the Utility Service Improvements.

- B. Against the Connection Fees to be paid by Developer to the District, the District will credit Developer for the reasonable costs incurred and paid by Developer for construction of the Off-Site Facilities to provide water service to the Property as determined by the District's consulting engineer.

10. Service From the Utility Service Improvements.

- A. After proper completion and dedication of the Utility Service Improvements

to the District, the District shall provide continuous and adequate water service and sewer service to the Property, subject to all duly adopted rules and regulations of the District and payment of the following:

- (1) all standard rates, fees and charges adopted by the District;
 - (2) all service investigation fees; and
 - (3) all connection fees.
- B. It is understood and agreed by the parties that the obligation of the District to provide water service in the manner contemplated by this Contract is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail water service by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction.
- C. Without the prior approval of the District, the Developer shall not:
- (1) construct or install additional water or sewer lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water or sewer service is to be provided pursuant to this Contract; or
 - (3) connect or serve any person or entity who, in turn, sells water or sewer service directly or indirectly to any other person or entity.
 - (4) **By execution of this Contract, Developer acknowledges that the District's water distribution system provides potable water for domestic consumption only and does not provide "fire flows" as defined by the Uniform Fire Code or similar code or regulation to fight structure fires.**

11. Effect of Force Majeure

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

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure

of water supply, and any other inabilities' of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

12. Notices

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District: Mustang Special Utility District
Attn: General Manager
7985 FM 2931
Aubrey, Texas 76227
Fax: 940-440-9686

To Developer:

Attn: _____

Fax : _____

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

13. Breach of Contract and Remedies

- A. If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt of a notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Contract by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- B. Termination of this Contract by either party shall not affect any previous conveyance.
- C. The rights and remedies granted in this Contract to the parties in the event of default

are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Contract.

14. Indemnity

Developer shall indemnify and save harmless the District and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Developer or its agents, representatives or employees in connection with or related to the Development, the Utility Service Improvements or execution or performance of this Contract.

15. No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto, and no other person has any right, interest or claim under this Contract.

16. Context

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

17. Litigation Expenses

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

18. Intent

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Contract.

19. Authority

The signatories hereto represent and affirm that they have authority to execute this Contract on behalf of the respective parties hereto.

20. Severability

The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word,

phrase, clause, sentence, paragraph, section, or other party of this Contract to other persons or circumstances shall not be affected thereby and this Contract shall be construed as if such invalid or unconstitutional portion had never been contained therein.

21. Entire Agreement

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

22. Amendment

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

23. Governing Law

This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Denton County, Texas.

24. Venue

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.

25. Successors and Assigns

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

26. Assignability

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the District.

27. Effective Date

This Contract shall be effective from and after the date of due execution by all parties.

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

EXECUTED on this the ____ day of _____, 20__.

DEVELOPER

By: _____

Name: _____

Title: _____

EXECUTED on this the ____ day of _____, 20__.

MUSTANG SPECIAL UTILITY DISTRICT

By: _____

General Manager: _____

()
PROPERTY DESCRIPTION

()
PRO-RATA FEE FORMULA

AFTER RECORDING RETURN TO:
Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227

EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That _____ (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across _____ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement, parallel to and twenty-five feet (25’) on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than _____.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with

Grantee's use of the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang's prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this ____ day of _____, 2007.

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before on _____, 2007, by _____,
the _____ of _____, on behalf of and with authority of said
entity.

Notary Public, State of Texas

Exhibit A

AFTER RECORDING RETURN TO:
Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227

EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That _____ (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across _____ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement, parallel to and twenty-five feet (25’) on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than _____.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with

Grantee's use of the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang's prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this ____ day of _____, 2007.

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

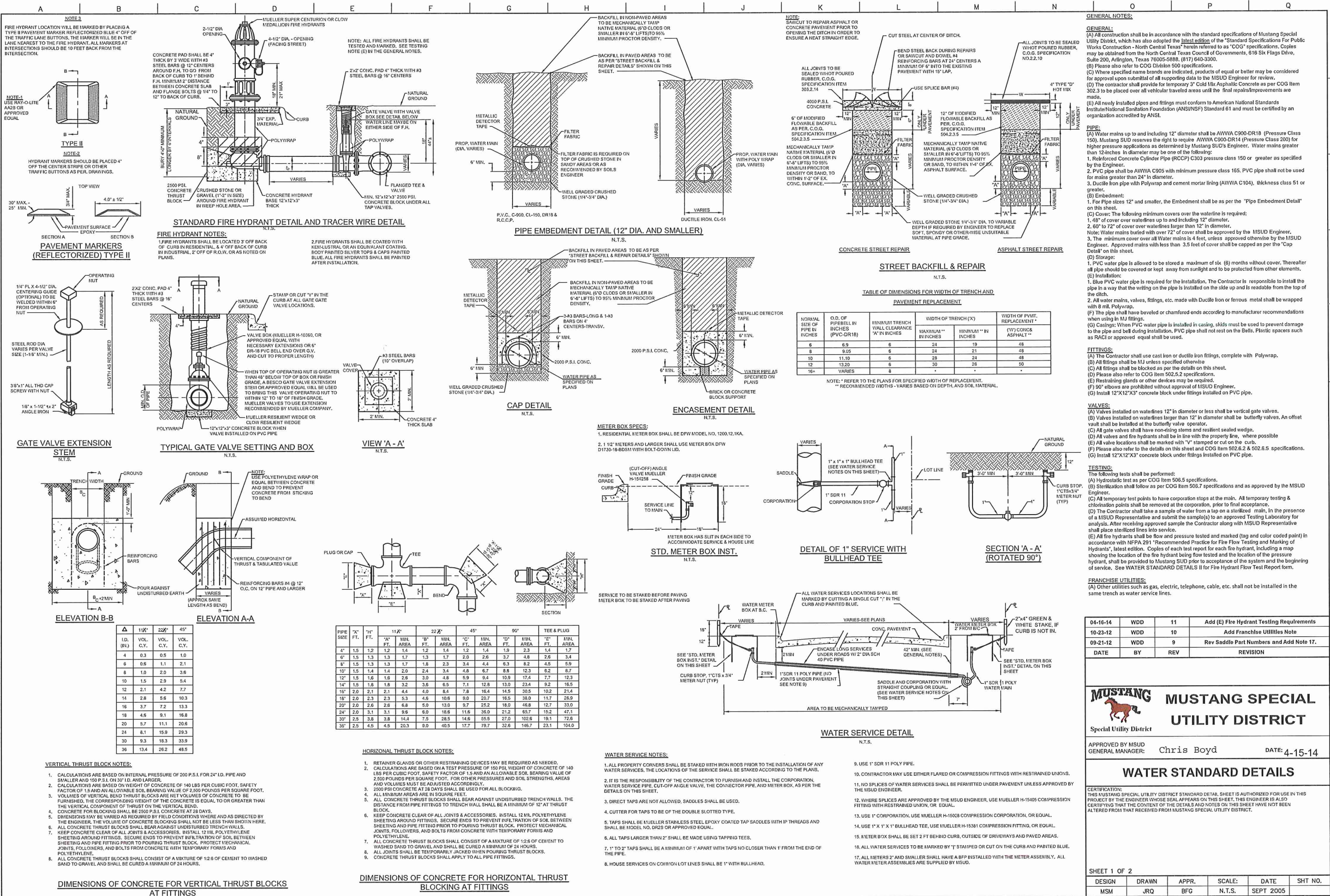
 This instrument was acknowledged before on _____, 2007, by _____,
the _____ of _____, on behalf of and with authority of said
entity.

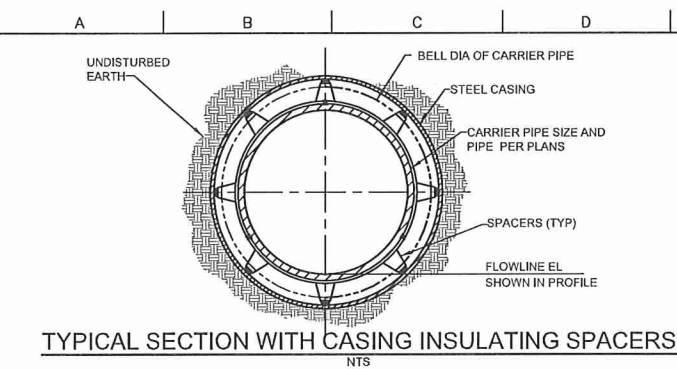
Notary Public, State of Texas

Exhibit A

APPENDIX C.

Water Standard Details and Wastewater Standard Details

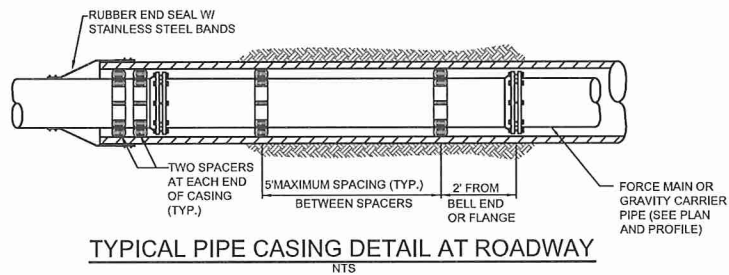




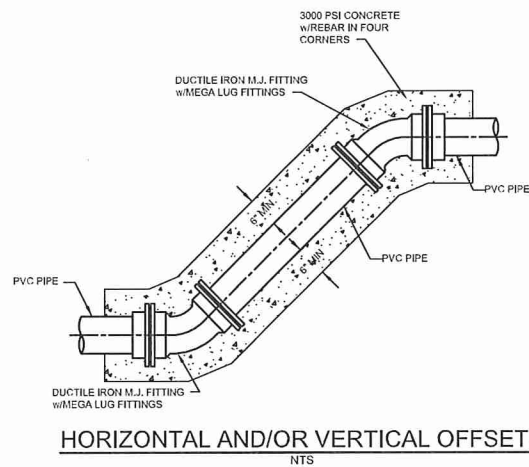
TYPICAL SECTION WITH CASING INSULATING SPACERS

CASING NOTES:

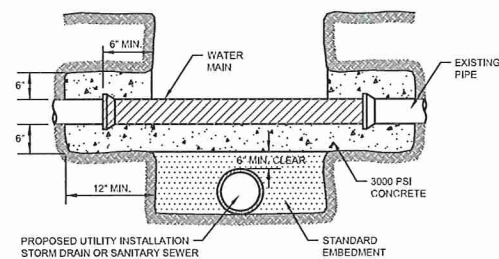
1. CASING SPACERS SHALL BE USED TO INSTALL CARRIER PIPE INSIDE THE ENCASEMENT PIPE. TO PROVIDE SUPPORT AROUND THE PERIPHERY OF THE PIPE SHOULD THE PIPE TWIST AS IT IS PUSHED THROUGH THE CASING, THE SPACERS SHALL BE OF A PROJECTION TYPE THAT HAS A MINIMUM NUMBER OF PROJECTIONS AROUND THE CIRCUMFERENCE TOTALING THE NUMBER OF DIAMETER INCHES. FOR EXAMPLE 8" PIPE SHALL HAVE A MINIMUM OF 8 PROJECTIONS AND 18" PIPE SHALL HAVE A MINIMUM NUMBER OF 18 PROJECTIONS.
2. CASING SPACERS SHALL HAVE A MAXIMUM SPACING SPAN OF 5 FEET. THE SPAN BETWEEN SPACERS SHOULD RESULT IN CONSERVATIVE LONG TERM SAFETY FACTOR PROVIDED TOTAL LOAD PER SPACER DOES NOT EXCEED THE MAXIMUM LOAD FOR PIPE FULL OF LIQUID PER SPACER LISTED IN THE LITERATURE FOR CLASS SPACER USED. SPACERS SHALL HAVE A MINIMUM HEIGHT THAT CLEARS THE PIPE BELL OR AS OTHERWISE INDICATED ON PLANS. CASING SPACERS SHALL USE DOUBLE BACKED TAPE PROVIDED WITH THE SPACERS, TO FASTEN TIGHTLY ONTO THE CARRIER PIPE, SO THAT THE SPACERS DO NOT MOVE DURING INSTALLATION.
3. SPACERS SHALL BE RACI HIGH DENSITY POLYETHYLENE OR AS APPROVED BY MSUD ENGINEER.



TYPICAL PIPE CASING DETAIL AT ROADWAY



HORIZONTAL AND/OR VERTICAL OFFSETS

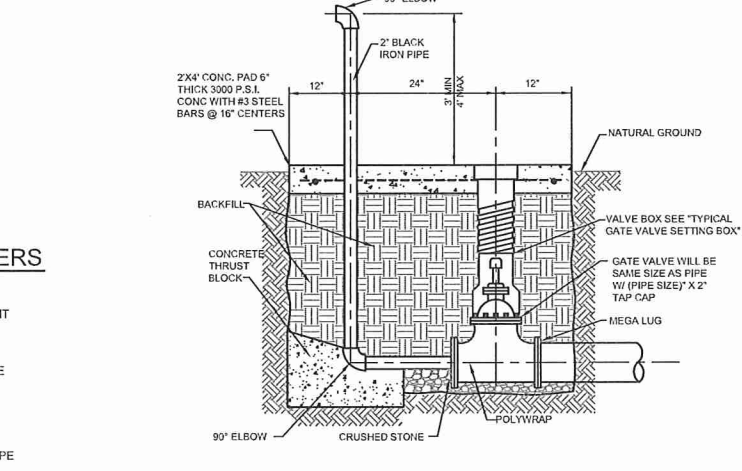


CROSSING UTILITY NOTES:

1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE POTABLE WATER MAIN SHALL BE CONCRETE ENCASED FOR 10'-0" EACH SIDE OF THE INTERSECTION OF THE INSTALLED UTILITY LINE.
2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH TCEQ REQUIREMENTS.

CROSSING UTILITY PIPE SUPPORT

NTS

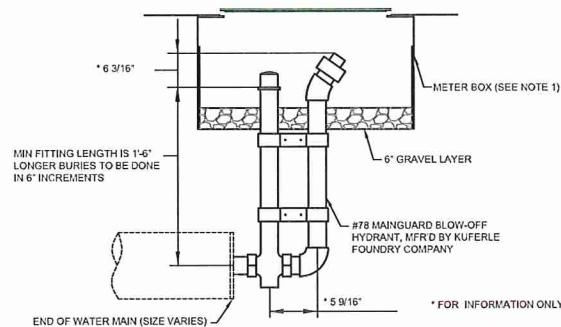


FLUSH VALVE NOTES:

1. ALL FITTINGS, CAP & PLUGS TO BE POLY WRAPPED.

RURAL FLUSH VALVE

NTS



RESIDENTIAL FLUSH VALVE

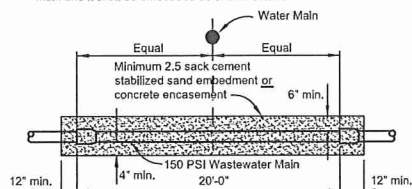
NTS

METER BOX SPECS

1. RESIDENTIAL FLUSH VALVE SHALL BE COVERED WITH A RESIDENTIAL METER BOX. RESIDENTIAL METER BOX SHALL BE MODEL NO. D1739-18-BDSM WITH BOLT-DOWN LID AS MANUFACTURED BY DFV.

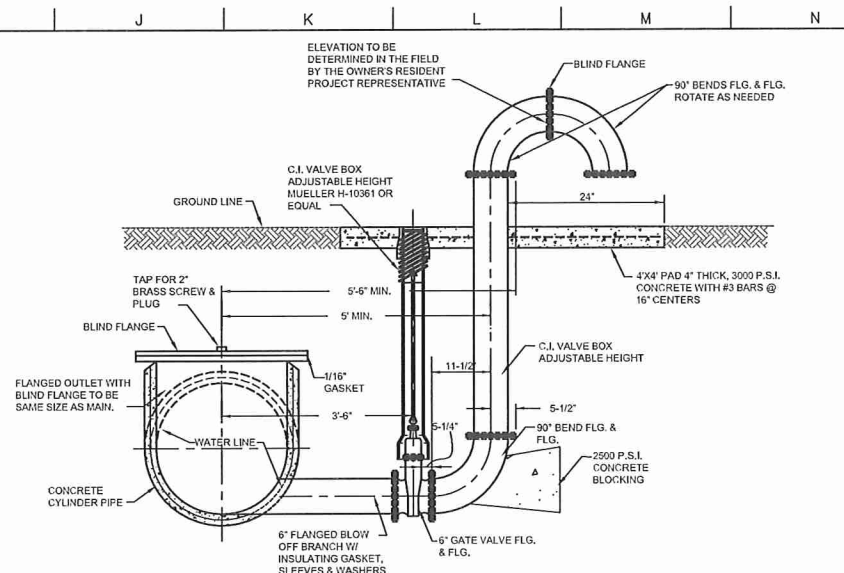
NOTE:

Where a water main crosses a wastewater main or lateral and nine-foot separation cannot be achieved (6" minimum separation), a full joint (20") of pressure rated PVC pipe (150 PSI min.) shall be used on the wastewater main. It shall be centered under the water main and it shall be embedded as shown.



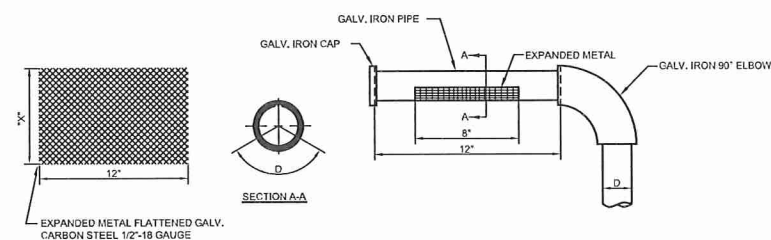
Water/Wastewater Crossing

N.T.S.



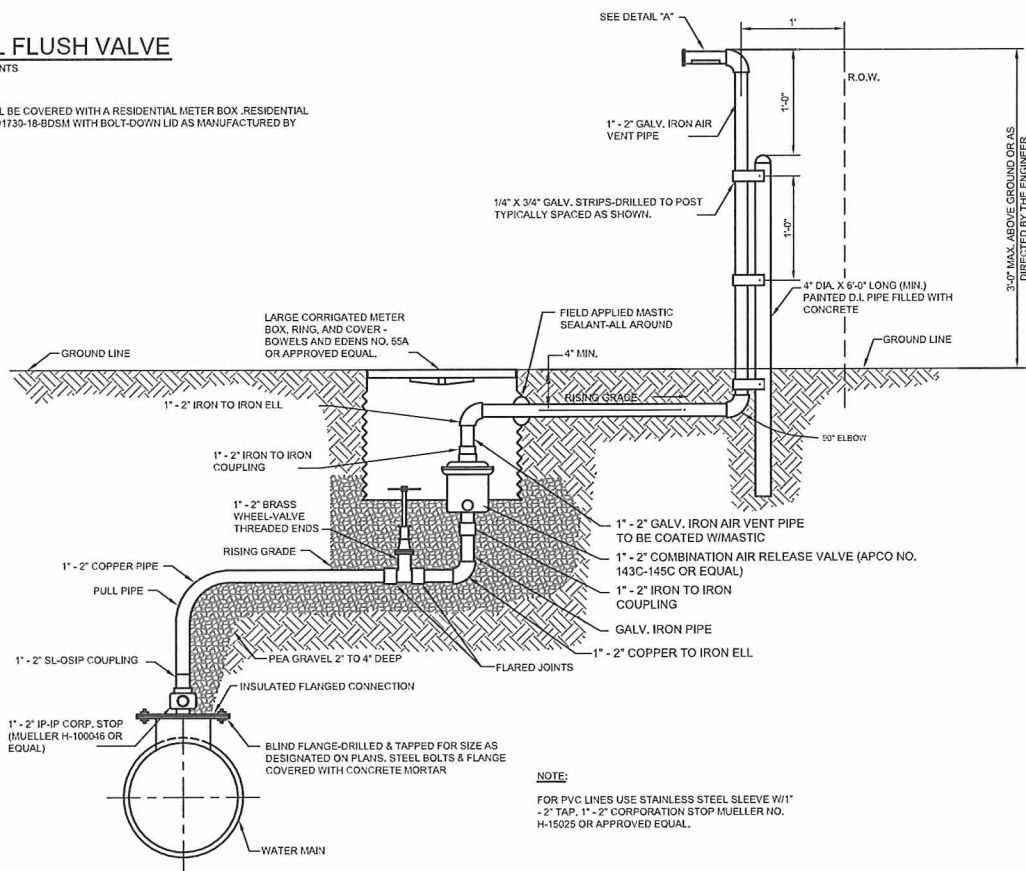
IRON PIPE BLOW-OFF DETAIL

NTS



DETAIL "A"

NTS



NOTE:

FOR PVC LINES USE STAINLESS STEEL SLEEVE W/1" - 2" TAP. 1" - 2" CORPORATION STOP MUELLER NO. H-15025 OR APPROVED EQUAL.

COMBINATION AIR RELEASE VALVE AND METER BOX DETAIL

NTS

Sample Fire Hydrant Flow Test Report

Fire Hydrant Flow Test Report (NFPA 291)				
Location	Date			
Test Performed By	Time			
Representative of	M.			
Mustang SUD Winess				
Purpose of Test				
If Pumps Affect Test, Indicate Pumps Operating				
Fire Hydrant	A ₁	A ₂	A ₃	A ₄
Nozzle Size				
Flow Reading				
Elev. Difference from Test Hydrant (ft)				
Discharge Coeff. Flow (gpm)				
Static B	psi	Residual B	psi	
Projected Results @ 20 psi Residual	gpm, or @	psi Residual	gpm	
Remarks				
Location map. Show line sizes and distance to next distribution system intersection. Show valves and hydrant branch size. Indicate north. Show flowing hydrants - Label A ₁ , A ₂ , A ₃ , A ₄ . Show location of static and residual - Label B.				
Indicate B Hydrant, Sprinkler, Other (Identify)				
NOTE: Mail, hand-deliver or otherwise provide this completed report to the Mustang Special Utility District prior to acceptance of the system and beginning of service.				

07-03-14	WDD	8	Revise Water/Wastewater Crossing Detail
4-16-14	WDD	7	Add Fire Hydrant Flow Test Report form
2-7-14	WDD	6	Remove Fire Line Assembly Detail
6-11-10	WDD	5	Rev Details and Notes
7-14-07	SRF	4	Rev Details and Notes
DATE	BY	REV	REVISION



MUSTANG SPECIAL UTILITY DISTRICT

APPROVED BY MSUD
GENERAL MANAGER: Chris Boyd

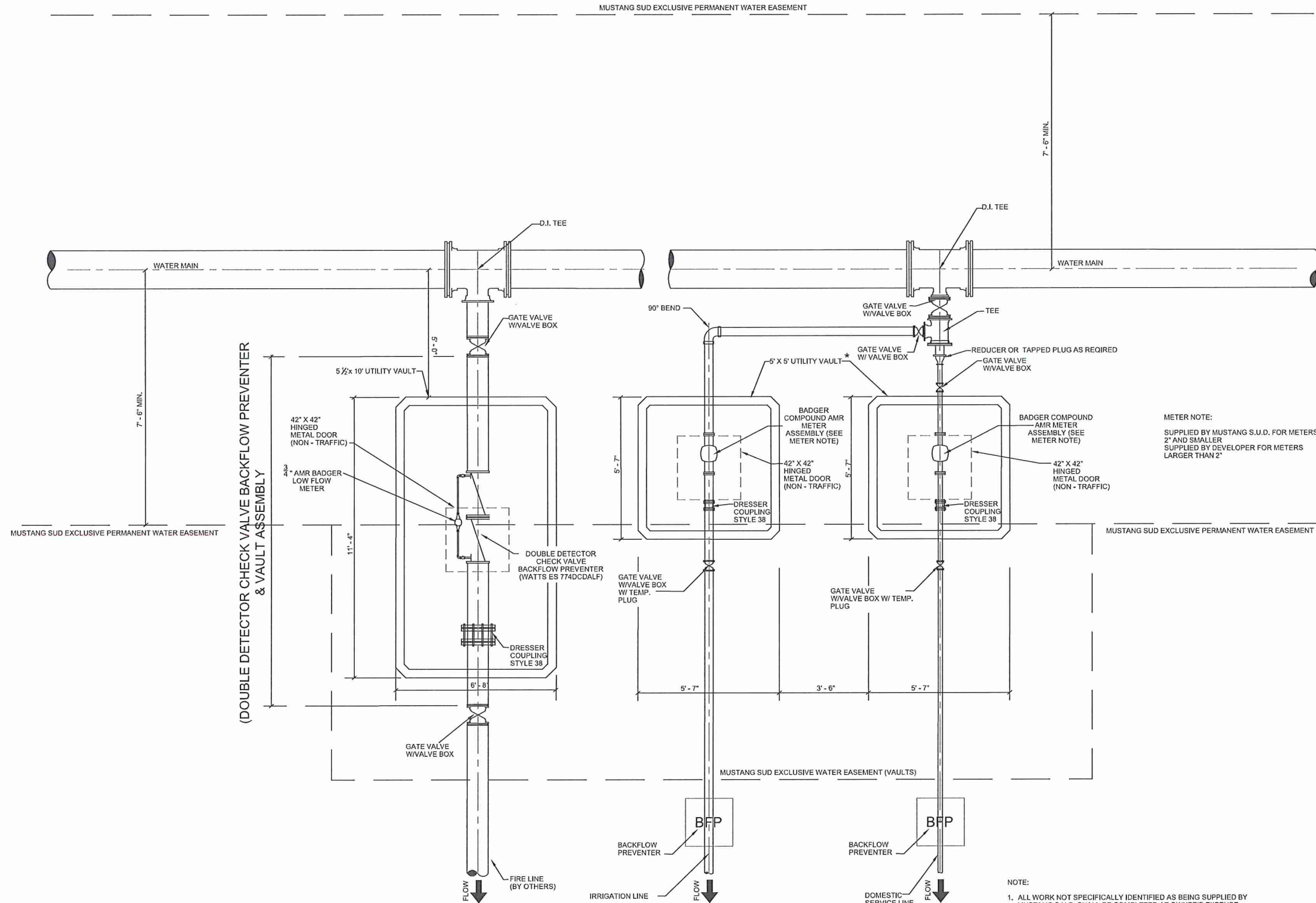
DATE: 3Jul14

WATER STANDARD DETAILS II

CERTIFICATION
THIS MUSTANG SPECIAL UTILITY DISTRICT STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM MUSTANG SPECIAL UTILITY DISTRICT.

SHEET 2 OF 2

DESIGN	DRAWN	APPR.	SCALE:	DATE	SHT NO.
MSM	JRQ	BFG	N.T.S.	SEPT 2005	



PLAN VIEW

NO SCALE

NOTE:

1. ALL WORK NOT SPECIFICALLY IDENTIFIED AS BEING SUPPLIED BY MUSTANG S.U.D. SHALL BE COMPLETED AT OWNER'S EXPENSE.
2. CONCRETE VAULTS WILL HAVE A 4" NON-TRAFFIC LID SECTION.
3. THE CONCRETE VAULTS SHALL BE EQUAL TO THAT AS DESIGNED AND MANUFACTURED BY HILL COUNTRY CONCRETE PRODUCTS, INC., OF KYLE, TEXAS.

* VAULT SIZE MAY VARY DEPENDING UPON METER SIZE.


METER & DCDA NOTE:

1. MUSTANG S.U.D. DOES NOT SUPPLY ANY TYPE OF DCDA.
2. MUSTANG S.U.D. WILL SUPPLY METERS UP TO 2'.
3. MUSTANG S.U.D. WILL SUPPLY A CHECK VALVE FOR RESIDENTIAL METERS ONLY.

METER NOTE:

SUPPLIED BY MUSTANG S.U.D. FOR METERS 2' AND SMALLER
SUPPLIED BY DEVELOPER FOR METERS LARGER THAN 2'

08-11-14	WDD	3	Revised Notes
06-11-13	WDD	2	Revised Notes
09-20-12	WDD	1	Revised Detail
DATE	BY	REV	REVISION

**MUSTANG**
Special Utility District

**MUSTANG SPECIAL
UTILITY DISTRICT**

APPROVED BY MSUD GENERAL MANAGER: Chris Boyd

DATE: 8-18-14

COMMERCIAL DOMESTIC AND IRRIGATION
METER AND FIRE CHECK VALVE VAULT DETAILS

CERTIFICATION:
THIS MUSTANG SPECIAL UTILITY DISTRICT STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM MUSTANG SPECIAL UTILITY DISTRICT.

DESIGN	DRAWN	APPR.	SCALE:	DATE	SHT NO.
CRS	WDD		N.T.S.	SEPT 2012	

L:\PROJECTS\300021544 Mustang SUD General Engineering\Standard Details\Master Meter-DCDA Water-DCDA Walnut Flro Lin-Eng Layout1.dwg 01/11/2013 9:40:53 AM 11.01053

Note:


1. All work not specifically identified as being supplied by Mustang S.U.D. shall be completed at owner's expense.
2. Concrete vault shall have an 8" traffic lid.
3. The concrete vaults shall be equal to that as designed and manufactured by Hill Country Concrete Products, Inc. of Kyle, Texas.
4. Master meter shall be equipped with an AMR/AMI remote meter reading system as manufactured by Badger Meter compatible for use with the specified meter. The contractor shall provide all equipment, electrical and service required for a complete operating system.
5. Concrete vault shall have no bottom.
6. Set vault on 12" of 1"-2"Ø washed gravel.
7. Vault shall have 72" inside clearance from gravel to inside of lid.
8. Top of lid may be 12" above surrounding finish grade.
9. Pipe flange on DCDA shall have 12" clearance to gravel.
10. All mechanical joint fittings shall be mechanically restrained with Mega-Lug or equal.

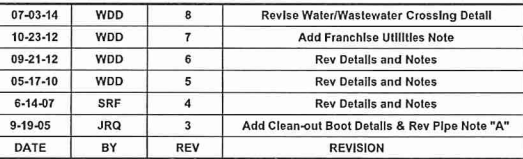
Master Meter And DCDA Installation

No Scale

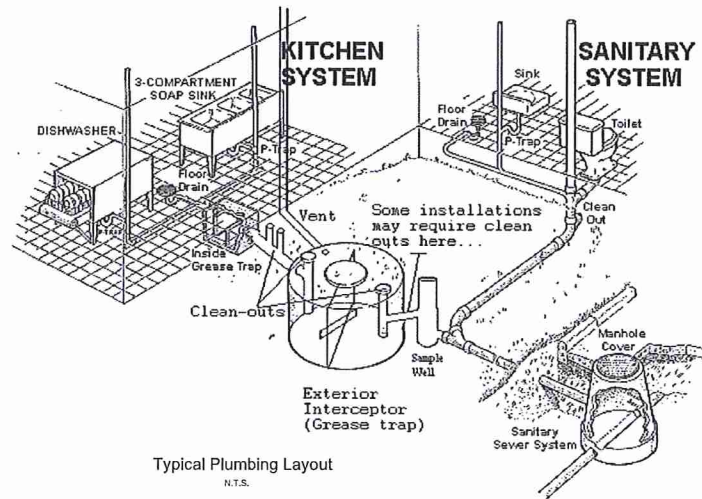
METER & DCDA NOTE:

1. MUSTANG S.U.D. WILL NOT SUPPLY ANY METERS NOR DCDA LARGER THAN 2".

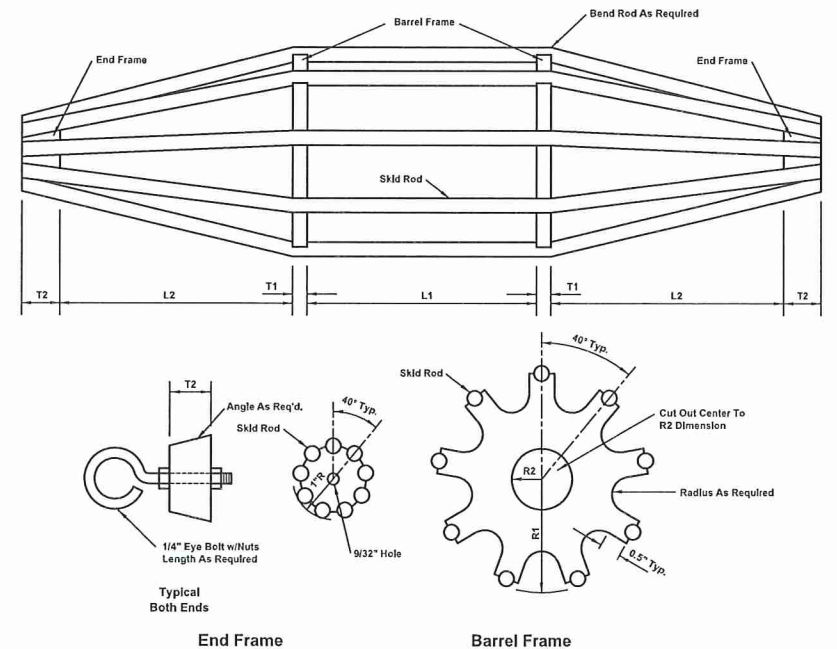
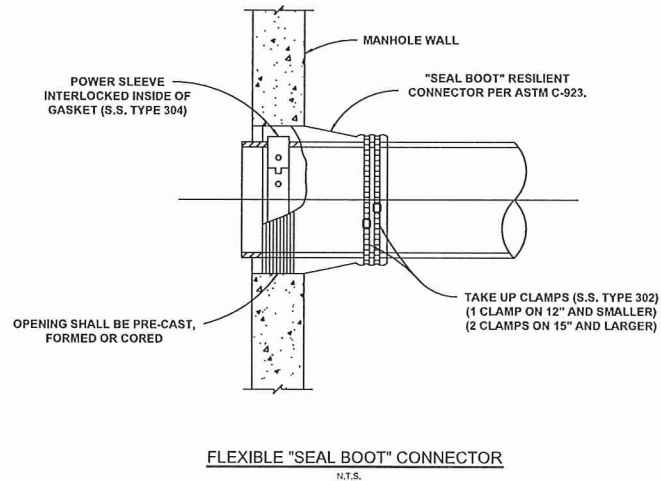
06-11-13	WDD	1	Add meter & DCDA note
DATE	BY	REV	REVISION
<div><div><div>MUSTANG SPECIAL UTILITY DISTRICT</div></div><div>Special Utility District</div></div>			
APPROVED BY MSUD GENERAL MANAGER: Chris Boyd			
DATE: 6/11/13			
MASTER METER AND DCDA INSTALLATION			
CERTIFICATION: THIS MUSTANG SPECIAL UTILITY DISTRICT STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM MUSTANG SPECIAL UTILITY DISTRICT.			
DESIGN	DRAWN	APPR.	SCALE:
CRS	WDD		N.T.S.
			SEPT 2012
			</



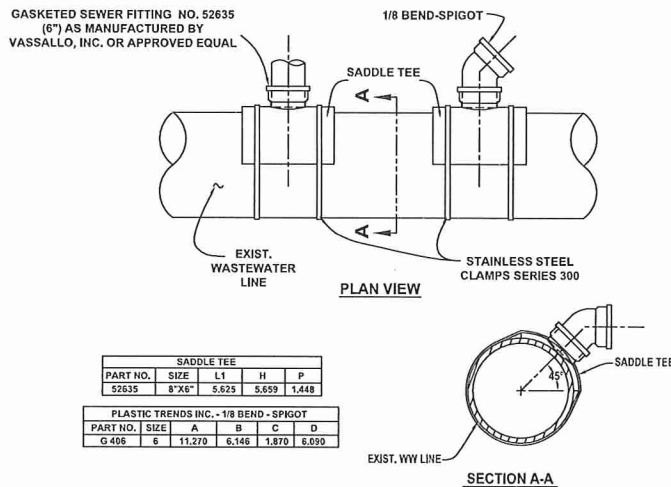
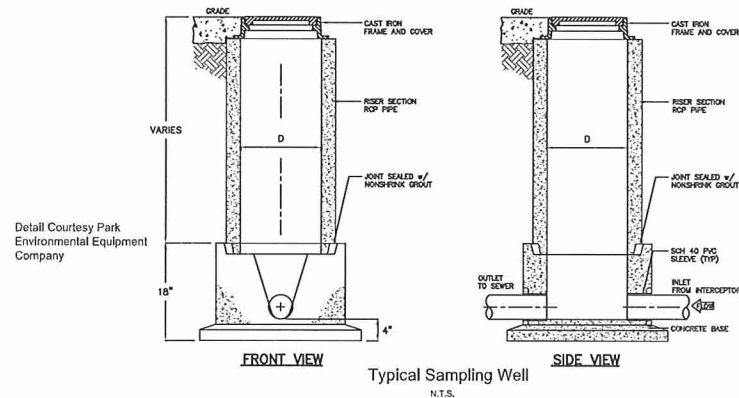
DESIGN	DRAWN	APPR.	SCALE:	DATE	SHT NO.
MSM	JRQ	BFG	N.T.S.	SEPT 2005	



NOTE:
Mustang Special Utility District requires restaurants, food processing facilities, automotive repair facilities, car washes, commercial laundries, and all other facilities that the District deems necessary to install and maintain grease or grit traps. It is the responsibility of the generators to ensure that their grease traps, and the wastewater discharged from them, are in compliance with all District requirements.



Size	Type	O.D. Average	Min. Wall Thickness	L1	L2	R1	R2	T1	T2	Rod Diameter	Mandrel O.D.
6"	D3034 SDR35	6.275	0.180	4.50	6	2.81	0.75	0.375	1.0	0.375	5.62
6"	D3034 SDR26	6.275	0.241	4.50	6	2.75	0.75	0.375	1.0	0.375	5.50
8"	D3034 SDR35	8.400	0.240	6.00	6	3.76	1.25	0.375	1.0	0.375	7.52
8"	D3034 SDR26	8.400	0.323	6.00	6	3.68	1.25	0.375	1.0	0.375	7.37
10"	D3034 SDR35	10.500	0.300	7.50	6	4.70	1.50	0.375	1.0	0.375	9.40
10"	D3034 SDR26	10.500	0.404	7.50	6	4.60	1.50	0.375	1.0	0.375	9.21
12"	D3034 SDR35	12.500	0.350	9.00	6	5.60	1.75	0.375	1.0	0.375	11.20
12"	D3034 SDR26	12.500	0.481	9.00	6	5.48	1.75	0.375	1.0	0.375	10.96
15"	D3034 SDR35	15.300	0.437	11.25	6	6.85	2.00	0.375	1.0	0.375	13.70
18"	F679 T-1	18.701	0.536	13.50	9	8.37	2.50	0.50	1.5	0.50	16.74
21"	F679 T-1	22.047	0.632	15.75	9	9.87	3.00	0.50	1.5	0.50	19.74
24"	F679 T-1	24.803	0.711	18.00	9	11.11	3.50	0.50	1.5	0.50	22.22
27"	F679 T-1	27.953	0.801	20.25	9	12.52	4.00	0.50	1.5	0.50	25.04



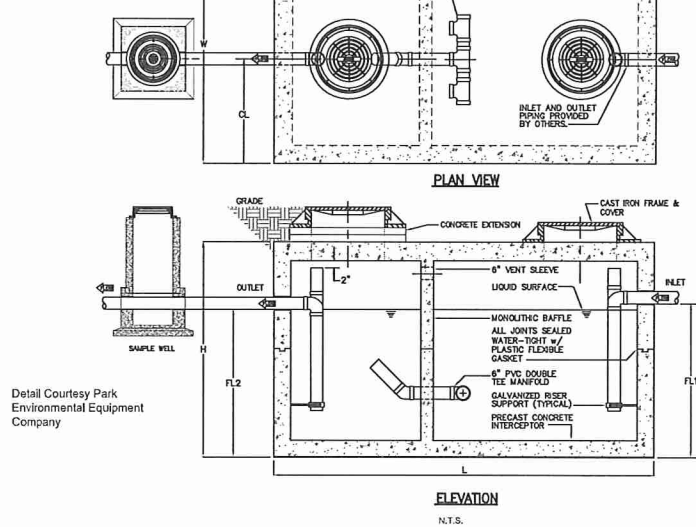
SADDLE TEE				
PART NO.	SIZE	L1	H	P
52635	8"X6"	5.625	5.659	1.448

PLASTIC TRENDS INC. - 1/8 BEND - SPIGOT					
PART NO.	SIZE	A	B	C	D
G 406	6	11.270	6.146	1.870	6.090

- NOTES:**
1. FLEXIBLE SADDLE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
 2. SADDLE TEE SHALL BE ORIENTATED 45° TO MAIN.
 3. EXCAVATE AROUND EXISTING 8-INCH PIPE, EXPOSING SUFFICIENT ROOM FOR S.S. CLAMPS. THOROUGHLY CLEAN AND DRY THE MATING SURFACE WITH RAG OR PAPER TOWEL MAKE SURE THEY ARE FREE OF DUST AND MOISTURE.
 4. MARK THE SIZE OF THE HOLE TO BE CUT USING THE GASKET SKIRT OR THE SADDLE ITSELF AS THE TEMPLATE.
 5. SAW OUT THE SECTION OF THE PIPE WHERE THE SADDLE WILL BE LOCATED, WITH A SABER OR KEY HOLE SAW.
 6. TEST TO MAKE SURE SADDLE FITS HOLE PROPERLY.
 7. SERVICE PIPE SHALL NOT EXTEND MORE THAN ONE-HALF INCH INTO THE MAIN.
 8. PLACE GASKET SKIRT AND SADDLE OVER OPENING AND TIGHTEN BAND CLAMPS EVENLY UNTIL SADDLE IS FIRMLY ATTACHED TO THE PIPE. APPLY PRESSURE ON THE SADDLE AGAINST THE PIPE WHILE TIGHTENING THE CLAMPS AS INDICATED ABOVE. DO NOT OVER TIGHTEN, DO NOT STRIP THREAD.
 9. REPLACE THE BEDDING AND BACKFILL IN ACCORDANCE WITH THE TRENCH EMBEDMENT DETAIL.


GASKETED SEWER FITTING FOR SEWER SERVICE CONNECTIONS TO EXISTING MAINS
N.T.S.

TYPICAL MANDREL DETAILS
N.T.S.



GREASE TRAP DETAILS

10-16-13	WDD	1	Add Grease Trap Details
DATE	BY	REV	REVISION



MUSTANG SPECIAL UTILITY DISTRICT

Special Utility District

APPROVED BY MSUD GENERAL MANAGER: **Chris Boyd** DATE: 10-23-13

WASTEWATER STANDARD DETAILS II

CERTIFICATION:
THIS MUSTANG SPECIAL UTILITY DISTRICT STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM MUSTANG SPECIAL UTILITY DISTRICT.

SHEET 2 OF 2

DESIGN	DRAWN	APPR.	SCALE:	DATE	SHT NO.
WDD	WDD	PCS	N.T.S.	JAN, 2013	

MUSTANG SPECIAL UTILITY DISTRICT - LIFT STATION SPECIFICATIONS**PART 1 - GENERAL****1.01 AUDIENCE**

- A. This document is intended for engineers designing lift stations that will be managed by Mustang Special Utility District (Mustang) and whose designs will be reviewed by Steger Bizzell (Mustang's engineer).

1.02 SUMMARY

- A. PART 2 lists requirements for the engineer's Preliminary Design Report and Design Report.
- B. The remaining sections give a partial list of technical specifications to be used by the engineer when preparing plans and specifications for the lift station.

1.03 REVIEW REQUIREMENTS

- A. Developer's engineer shall submit design report, plans, and technical specifications to Mustang for review and approval.

1.04 DEFINITIONS

- A. VFD – Variable frequency drive
- B. PLC – Programmable Logic Controller
- C. Approved equal – approved by Mustang's engineer in writing (or email correspondence)

PART 2 - ENGINEER'S DESIGN REPORT**2.01 CAPACITY**

- A. Specify the initial and ultimate number of customers (living unit equivalents – LUEs).
- B. Specify the initial and ultimate design capacity for the lift station and the basis for these capacities including inflow and infiltration rates.
- C. If the design provides for the addition of pumps in the future, specify the condition (e.g., number of customers) that should trigger the addition of a pump.

2.02 SYSTEM CURVES

- A. Include graphs showing the range of system curves used for pump selection. This range should be based on the expected range of levels in the wet well and should take into account varying C factors over the life of the force main.
- B. Include information on piping and appurtenances, including diameters, lengths, and pipe material used to calculate system curves.

2.03 PUMP CURVES

- A. Identify the proposed pumps and include a graph showing pump head curves (for each number of pumps expected to run simultaneously) and system curves.

- B. Include either pump efficiency curve or pump power curve.

2.04 WET WELL

- A. Give the dimensions of the wet well and provide an analysis demonstrating that the storage volume meets TCEQ requirements.
- B. Include a calculation of minimum cycle time.
- C. Include a calculation of detention time under ultimate flow conditions.
- D. Include a calculation of total emergency storage volume and the amount of time during peak wet weather conditions before the first manhole overflows.
- E. Include a calculation for the vent size based on the maximum pumping rate.

2.05 WATER HAMMER

- A. Include a calculation of maximum surge pressure and a description of means used to ensure safe operation at this pressure.

2.06 SITE ACCESS

- A. Include a site drawing that demonstrates that the lift station meets TCEQ requirements for site access:
 - 1. The design must include an access road located in a dedicated right-of-way or a permanent easement.
 - 2. Road surface must have a minimum width of 12 feet and must be constructed for use in all weather conditions.
 - 3. Road surface must be above the water level caused by a 25-year rainfall event.
 - 4. Road surface must have no more than 12 inches of water during a 100-year rainfall event.

2.07 SECURITY

- A. Address TCEQ requirements for site security. Explain how these requirements will be met:
 - 1. The design of a lift station, including all mechanical and electrical equipment, must restrict access by an unauthorized person.
 - 2. A lift station must include an intruder-resistant fence, enclosure, or a lockable structure.
 - 3. An intruder-resistant fence must use a minimum of a 6.0 feet high chain link, masonry, or board fence with at least three strands of barbed wire or 8.0 feet high chain link, masonry, or board fence with at least one strand of barbed wire.

2.08 FLOOD PROTECTION

- A. Address TCEQ requirements for flood protection. Explain how this requirement will be met:
 - 1. The design of a lift station, including all electrical and mechanical equipment, must be designed to withstand and operate during a 100-year flood event, including wave action.

2.09 ODOR CONTROL

- A. Include an analysis of the wet well detention times for initial and ultimate build out and the likelihood of odor problems.
- B. Unless Mustang specifies in writing that odor control will not be an issue at the site, include a design for an odor-control system.

PART 3 - GENERAL REQUIREMENTS**3.01 SCOPE**

- A. Developer shall furnish and install all equipment and materials and furnish all labor, tools and supplies necessary to completely construct and render operational the lift station(s) indicated on the plans in accordance with these specifications, including the installation of the items necessary to furnish a complete and functional unit, including electrical service and all necessary terminal boxes, control panels, electric conduit and wiring.
- B. Lift station shall meet TCEQ requirements.
- C. Electrical conduits, conductors, and equipment shall comply with NEC requirements.

PART 4 - WET WELL**4.01 DUPLEX STATIONS**

- A. Pump station wet well shall be Flygt TOP series pre-engineered duplex pump station or approved equal.
- B. Discharge piping shall be 316 SST.

4.02 TRIPLEX OR LARGER STATIONS

- A. Developer's engineer shall provide specifications for review by Mustang's engineer.

PART 5 - VALVE VAULT**5.01 EMERGENCY BYPASS CONNECTION**

- A. An emergency bypass/pump-in connection shall be installed on the common discharge piping making it possible to use an emergency pump and discharge hose to operate the lift station.
- B. A resilient seat gate valve shall be installed between discharge piping and bypass connection.
- C. Bypass connection shall be Camlock male coupler with cap.

5.02 FLOW METER

- A. Valve vault shall include flow meter as specified in the Instrumentation section.

PART 6 - PUMPS**6.01 GENERAL**

- A. Developer shall furnish all labor, materials, equipment and incidentals required to provide wastewater pumps as specified herein.

6.02 MANUFACTURERS

- A. The pump, mechanical seals and motor shall be from the same manufacturer.
- B. Pumps shall be Flygt N-pump series for semi-permanent installation or approved equal.
- C. Specifications for pump, motor, cable, shaft, impeller, protection, submittals, testing, and start-up service shall be consistent with Flygt's Pump Specs.

6.03 PUMP

- A. Furnish and install ____ heavy-duty, submersible, non-clog wastewater pump(s). Each pump shall be equipped with a ____ HP submersible electric motor connected for operation on 460 volts, 3 phase, 60 hertz, 4 wire service, with ____ feet of submersible cable (SUBCAB) suitable for submersible pump applications.
- B. The pump shall be supplied with a mating cast iron ____ inch discharge connection and be capable of delivering ____ GPM at ____ FT. TDH. An additional point on the same curve shall be ____ GPM at ____ feet total head. Shut off head shall be ____ feet (minimum).
- C. The pump shall be capable of handling a 3" spherical solid.

6.04 MOTOR

- A. Motor voltage shall be 460 volts unless Mustang or Mustang's engineer gives permission to use a lower utility voltage. In all cases, motor shall be 3-phase.
- B. Pump motors shall be inverter-rated per NEMA MG1, Part 31. Motors shall be able to withstand a peak line-to-line voltage of 1600 volts.

6.05 SHIELDED POWER CABLE

- A. The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices. The power cable shall be of a shielded design in which an overall tinned copper shield is included and each individual phase conductor is shielded with an aluminum coated foil wrap. The outer jacket of the cable shall be oil resistant chlorinated polyethylene rubber. The cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

PART 7 - ELECTRICAL**7.01 SERVICE**

- A. Developer is responsible for coordinating service with the local electric utility company.
- B. Three-phase, 480V, grounded-Y service is required. Any alternative requires signed permission from Mustang. In the event that permission is given for single-phase service, pump motors shall still be 3-phase and the VFDs will be sized appropriately to run on single-phase input power.
- C. Circuit breakers shall be used to protect from line faults and to disconnect pumps and control panel from the incoming power. Circuit breakers shall be thermal magnetic and sized to meet NEC requirements for motor controls.

7.02 GROUNDING AND LIGHTNING PROTECTION

- A. Electrical equipment shall be grounded per the latest version of the NEC.
- B. Ground rods shall be copper-clad steel, ¾-inch diameter by 10 feet in length.
- C. Electrical equipment shall be protected with a lightning protection system installed per NFPA 780.
- D. All conductors shall be stranded or braided copper and of the grade ordinarily required for commercial electrical work generally designated as being 98 percent conductive when annealed.
- E. Conductor minimum sizes shall be per NFPA 780.
- F. All below ground and concealed connections shall be made with exothermic welded connections.
- G. Visible connections shall be made with cast bronze bolted pressure connectors that use stainless steel or silicon bronze bolts.
- H. Connectors shall be:
 - 1. Thompson No. 424B (4 inch parallel clamp) or equal for conductors
 - 2. Thompson No. 702 or equal bonding plate
 - 3. Thompson No. 637 cross-run clamp or equal.
- I. The VFD electronics shall be protected from electrical surges with a 3-phase, 3-wire+ground, 480V, 100kA surge protection device, Square D TVS5HWA10X or equal.

7.03 AREA LIGHTING

- A. Area lighting shall meet TCEQ requirements and provide adequate illumination for safe access at the lift station site including wet well and control panel.
- B. Photocells shall be used to automatically turn off lighting during daylight hours.

7.04 EMERGENCY POWER

- A. Lift stations serving 100 or more LUEs (ultimate build out) shall have generator and automatic transfer switch.
- B. For lift stations serving less than 100 LUEs (ultimate build out):
 - 1. Lift station shall have a generator docking station and manual transfer switch.
 - 2. Developer shall contribute the larger of \$2000 or \$50 per LUE (based on ultimate build out) to Mustang's generator fund.

7.05 LIGHTING PANELBOARDS

- A. Lighting branch circuit panelboard shall be of the circuit breaker type as manufactured by Square "D" or approved equal of characteristics indicated on the Plans.
- B. Enclosures shall be NEMA 4X, stainless steel.

- C. Main shall be equipped with solderless lugs. Bussing shall be of sequence type so that multi-pole breakers can be substituted for single-pole breakers without buss or assembly rearrangement.
- D. Branch circuit breakers shall be of the Thermal Magnetic type, ITE Co. type or approved equal, having inverse time delay thermal trip on overloads and instantaneous magnetic trip on short circuits. These breakers shall employ quick-make and quick-break toggle mechanisms for manual operation as well as automatic operations. Automatic tripping shall be indicated by the breaker handle assuming a clearly distinctive position. The neutral bar shall have numbered terminals.
- E. Cabinets for lighting panelboards shall have ample wiring gutters for all wires and connections. Hinged doors shall be equipped with spring catch and keyed lock. Panel trim shall be furnished for flush or surface trim as indicated. Inside of door shall have an index to identify each circuit.

7.06 CONDUITS

- A. All conduit system materials and installation shall be in conformity with the National Electrical Code.
- B. Conduits entering wet well shall be fitted with gas seals to prevent gases from entering electrical enclosures.
- C. The minimum diameter for conduit shall be ½ inch. The minimum diameter for conduit in or under slab shall be ¾ inch.
- D. Conduit buried underground or in or under slab shall be thick-wall nonmetallic.
- E. Exposed conduit shall be PVC-coated galvanized steel conduit.
- F. All pipe and conduit shall be provided with sleeves or thimbles where they pass through wall or slab construction.

PART 8 - VARIABLE FREQUENCY DRIVES

8.01 GENERAL

- A. Variable frequency drives are required.
- B. Bypass starters shall be provided, either separately or integrated with the variable frequency drives, which will start the pumps in response to a high-level condition in the event of a failure of the VFD control electronics.

8.02 ENCLOSURE

- A. The variable frequency drives shall be contained in a stainless steel enclosure meeting NEMA 4X and UL 94 V-O requirements.
- B. The enclosure shall have a dead-front outer door with provisions for padlocking.
- C. A nameplate shall be permanently affixed to the panel and include the model number, voltage, number of phases, and horsepower rating.
- D. A warning label against electric shock shall be permanently affixed to the outer door.

- E. All fasteners shall be 300 series stainless steel or type 6063-T5 aluminum, or thermoplastic. The outer door shall be attached to the enclosure using captured, quarter turn thermoplastic screws and non-corrosive lift off hinge. The hinge shall permit the outer door to be separated from the main enclosure, when opened, by a simple upward motion. A hinge arrangement which requires unbolting for removal of the outer door is not acceptable.
- F. VFDs enclosures shall be airtight with heat sink outside enclosure. Alternative (requires Mustang's permission): VFDs shall include fans and user-replaceable air filters in VFD doors. Fans shall be sized to provide air flow per manufacturer's recommendations for operation at ambient temperatures up to 50 degrees C.
- G. A thermostatically controlled heater shall be installed in the VFD enclosure to maintain the temperature above 10 deg. C.

8.03 CONTROLS AND INDICATORS

- A. For each pump a run light, fault light, and hand-off-auto (HOA) switch shall be provided.
- B. Run light, fault light and hand-off-auto switch shall be mounted on an electroplated bright zinc steel bracket with clear chromate finish. The run light and hand-off-auto switch shall be properly labeled as to function. The hand-off-auto switch shall be rocker type with an electrical life of 50,000 operations. The run light shall match the hand-off-auto switch in appearance and have an electrical life of 50,000 hours.
- C. Run light shall be red. Fault light shall be amber.
- D. Placing the HOA switch in Hand mode will command the VFD to run regardless of the state of the PLC but will not command the VFD to run if the Low Alarm float indicates a low level.
- E. Placing the HOA switch in Auto mode will let the PLC determine whether the VFD runs.
- F. Hand and Auto dry contacts on the HOA switch will be connected as discrete inputs to the PLC.

8.04 INVERTER SPECIFICATIONS

- A. Inverter shall be Altivar 61 series by Schneider Electric or approved equal.
- B. The controller's full load output current rating shall be based on 50 degree C ambient and no less than a 2.5 kHz switching frequency. Provide a larger horsepower VFD and derate it if necessary to meet this specification.
- C. The VFD shall have a 3% nominal impedance integral AC three-phase line reactor.

8.05 OPERATOR INTERFACE

- A. Frequently accessed VFD programmable parameters shall be adjustable from a digital operator keypad located on the inner front of the VFD cabinet. Keypads must use plain English words for parameters, status, and diagnostic messages. Keypads that are difficult to read or understand are not acceptable, and particularly those that use alphanumeric code and tables. Keypads shall be adjustable for contrast with large characters easily visible in normal ambient light.

8.06 HARDWIRED INPUT / OUTPUT

- A. The VFDs shall have the following system inputs:
 - 1. Remote forward start/stop (dry contact)

2. Remote reverse start/stop (dry contact)
3. Remote fault reset (dry contact)
4. Speed reference interface (4-20mA)

B. The VFDs shall have the following system outputs:

1. Remote mode (dry contact) – from HOA switch on VFD door
2. Local mode (dry contact) – from HOA switch on VFD door
3. Fault detected (dry contact)
4. VFD running (dry contact)
5. Motor frequency (4-20mA)

C. Digital I/O shall be rated 12V to 260V AC or DC.

D. Analog interfaces shall be isolated.

8.07 COMMUNICATIONS

A. VFDs shall be configured for Modbus RTU communications using RS-485. This will be connected to the telemetry unit provided by Mustang.

B. The Modbus interface shall support the following inputs to the drive:

1. Forward start / stop
2. Reverse start / stop
3. Speed reference
4. Reset fault

C. The Modbus interface shall support the following outputs from the drive:

1. Actual speed
2. Input power
3. Fault detected
4. Motor voltage
5. Motor current
6. Fault code

8.08 CONFIGURATION

A. Developer is responsible for configuring VFD with pump motor nameplate data.

B. Developer is responsible for configuring the VFD with a linear voltage / Hz curve. Note: Some VFDs have an energy-saving parabolic V/Hz curve by default, which is not suitable for lift station pumps.

8.09 DELIVERY, STORAGE, AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.
- B. Developer shall coordinate the shipping of equipment with the VFD manufacturer for entry into the building.
- C. Developer shall store the VFD(s) in a clean, dry and heated space.
- D. The Installer shall protect the VFD(s) from dirt, water, condensation, construction debris and traffic.
- E. During storage, the Installer shall connect internal space heaters (if specified) with temporary power.

8.10 SPARE MATERIALS

- A. The following spare parts shall be furnished for each size drive:
 - 1. Three of each type power and control fuse
 - 2. Two power modules or 20%, whichever is greater
 - 3. Two spare LEDs / lamps of each type used
 - 4. Two spare control relays of each type used
 - 5. Two sets of all replacement air filters if used
 - 6. One set of all control printed circuit boards
 - 7. Provide spare fuses equal to 10% of the installed quantity for primary and secondary control power transformer protection.

8.11 SUBMITTALS

- A. Developer shall submit to Mustang, upon completion of project, electronic versions of the following:
 - 1. Complete Bill of Materials indicating manufacturer's part numbers, showing all quantities and descriptions.
 - 2. Equipment Cut Sheets showing all ratings, listings, part numbers, and pertinent equipment specifications including VFD parameter settings.
 - 3. As-built shop drawings including electrical schematics and door layouts. Drawings should include all field installation as-builts.
 - 4. All applicable equipment manuals including installation & operation manuals.
 - 5. Name and phone number for a local distributor for the spare parts.

8.12 WARRANTY

- A. The VFD manufacturer shall provide a Parts and Labor warranty for the VFDs that extends 24 months from the date of start-up or 18 months from date of "Project Acceptance", whichever expires first.
- B. The VFD manufacturer shall confirm this warranty as part of the submittal.

PART 9 - CONTROL PANEL**9.01 GENERAL**

- A. Developer shall furnish all labor, materials, equipment and incidentals required to install a complete and fully operational control panel to manually or automatically operate the equipment as specified in the mechanical and electrical equipment specifications, as well as all project drawings. This specification shall apply to all control panels provided as part of packaged equipment systems as well as all individual panels provided as separate entities.
- B. The motor control panel shall be assembled and tested by a shop meeting U.L. Standard 508 for industrial controls.
- C. The control panel shall comply with the NEC regulations and have a UL label. The panel shall contain all components required by the pump manufacture for starting and protection of the motor. Any features required by the pump manufacture for warranty of the pump shall be included in the control panel.

9.02 CONSTRUCTION

- A. The controls for the pump shall be contained in a stainless steel NEMA 4X enclosure.
- B. The enclosure shall have a dead-front outer door with provisions for padlocking.
- C. A warning label against electric shock shall be permanently affixed to the outer door.
- D. All fasteners shall be 300 series stainless steel or type 6063T5 aluminum, or thermoplastic. The outer door shall be attached to the enclosure using captured, quarter turn thermoplastic screws and non-corrosive lift off hinge. The hinge shall permit the outer door to be separated from the main enclosure, when opened, by a simple upward motion. A hinge arrangement which requires unbolting for removal of the outer door is not acceptable.
- E. A steel back panel with electroplated bright zinc and clear chromate finish shall be provided. A painted steel back panel will not be acceptable. The back panel shall be mounted on stainless steel bolts using stainless steel nuts and lock washers to maintain enclosure integrity and shall be used as the means for mounting the components in the enclosure.
- F. Provide internal condensation and freezing protection with a thermostatically controlled heater. Thermostat shall be adjustable between 40F and 80F.
- G. Furnish enclosures with vapor phase protective corrosion inhibitors equal to Hoffman A-HCI-5E or A-HCI-10E. Activate inhibitor upon delivery of the panel to the site. Do not store panels with inhibitors inactive.

9.03 TERMINAL BLOCKS

- A. Terminal blocks shall be IEC style terminal blocks sized as required for the application. Type written labels shall be provided to identify each terminal. All terminal blocks shall be Allen-Bradley 1492-W4 or equal.
- B. All terminal blocks shall be provided with a screw terminal pressure plate.
- C. A minimum of 15% spare shall be provided
- D. Provide an AC ground bus bar bonded to the metal of the panel with the required number of terminations for all field equipment.

- E. Provide an AC ground connection sized for the incoming power feed.

9.04 ELECTRICAL

- A. The control panel electronics shall be protected from electrical surges with a single-phase, 3-wire, 480V, 50kA surge protection device, Square D TVS1HWA50X or equal.
- B. The control panel electronics will be backed up with a 600VA (minimum) uninterruptible power supply.
- C. All powered instruments, e.g., flow meters, shall be powered from the control panel receiving the signal from the device.
- D. Instruments shall be powered using 24-VDC power from the control panel rather than 120-VAC power unless permission is granted by Mustang's engineer.
- E. PLC panels shall be provided with a receptacle for connection to a programmer's laptop.

9.05 CONTROLS AND INDICATORS

- A. Indicator lights shall be provided for Low Alarm, Reset, Lead, Lag, High Alarm levels. Lights shall be properly labeled as to function. Alarm lights shall be amber. Reset light shall be green. Lead and Lag lights shall be red.
- B. Indicator lights shall be mounted on the inner door.
- C. Indicator lights shall be mounted on electroplated bright zinc steel brackets with clear chromate finish.

9.06 AUDIOVISUAL ALARM

- A. A flashing red alarm light shall be provided on top of the control panel. The alarm light shall be weatherproof and shatterproof with a minimum 4 inch diameter and 40 watt lamp.
- B. An alarm horn shall be provided with an alarm silence button. The alarm horn shall be mounted on the left side of the enclosure with a weatherproof back box. The horn shall provide a signal of not less than 90db at 10 feet.
- C. The alarm light and horn shall be used to signal the High Level alarm.

9.07 PROGRAMMABLE LOGIC CONTROLLER

- A. The PLC shall be as manufactured by Allen-Bradley. The PLC shall be a MicroLogix 1400, Catalog number 1766-L32BWA, with I/O expansion modules as required.
- B. Use of the low-resolution, onboard analog I/O on the PLC (model 1766-L32BWAA) is not permitted.

9.08 RELAY LOGIC OVERRIDE BYPASSING PLC AND VFDS

- A. In response to a High Alarm level, as indicated by the High Alarm level float switch:
 - 1. Both Lead and Lag pumps will be energized and will remain energized until either the Reset level or Low Alarm level is reached as indicated by the float switches.
 - 2. The High Alarm audiovisual alarm will be energized.
- B. This logic shall be independent of the PLC and shall operate even in the absence of the PLC.

- C. This logic will control starters that bypass the variable frequency drives.

9.09 INSTRUMENTATION

- A. Terminal blocks with box type lugs shall be supplied to terminate all wiring for floats and heat and seal sensors for the pump. The terminal blocks for the float connections shall be on the pump controller.

- B. All wiring to be labeled and neatly arranged in wireways.

- C. PLC Inputs and Outputs

1. All discrete inputs, including configured spares, to be connected through DIN-rail mounted relays with LEDs indicating energized state.
2. All discrete outputs, including configured spares, to be connected through 24-VDC, DIN-rail mounted relays with LEDs indicating energized state.
3. All analog inputs and outputs, including configured spares identified on I/O schedules, to be connected through 250 mA fused terminal blocks and isolators with passive 4-20mA inputs and active 4-20mA outputs (to 500-ohm). Isolators to be Allen-Bradley 931H-C2C2D-DC or approved equal.
4. Control relays driving DC loads shall be equipped with surge suppressing diodes.

- D. VFDs

1. All IO points listed in the VFD section of this document shall be connected to the PLC.

- E. Pump Motors

1. Each motor shall be configured with over-temperature and leakage sensors connected to the PLC as discrete inputs.

- F. Floats

1. A float-mounting bracket shall be provided with strain relief that support and hold the level control cords. Continuous cords are to run from pump(s) and level controls to a control panel or junction box. No splices shall be made in the wiring. The bracket shall be fabricated from stainless steel or steel coated for corrosion resistance. The float bracket shall be attached to the access frame with 300 series stainless steel fasteners. A dielectric spacer should be installed when bolting to an aluminum access frame.
2. Floats shall be provided to detect the following levels as specified on the drawings: Low Alarm, Reset, Lead, Lag, and High Alarm.

- G. Level Sensor

1. Submersible level transmitter shall be of the ultrasonic type, EchoSonic II series by FlowLine, or approved equal.

- H. Flow Meter

1. Flow meter on force main shall be of the Doppler type, suitable for wastewater.
2. Flow meter shall be configured to provide both discrete pulse and analog (4-20 mA) flow signals.

3. The meter shall be configured to produce several pulses per second at the highest expected flows.

I. Discharge Pressure Sensor

1. A 4-20 mA pressure transmitter with range suitable for the largest expected transient pressure shall be installed on the point closest to the pumps on the common discharge header.

J. Line Voltage Detection Relay

1. A line-voltage relay shall provide a dry-contact input to the PLC to signal loss of utility power.

9.10 CONTROL PROGRAM

- A. The PLC program shall provide continuous monitoring of the wet well level via analog level signal. The program shall start and stop pump based upon wet well level and programmed setpoints. The program shall use the float switches as backup in the event of analog signal failure.

- B. The pump controller shall alternate pumps.

9.11 TELEMETRY

- A. The hardware for communicating with Mustang's SCADA system, including relaying alarm information per TCEQ requirements, will be provided by Mustang.

- B. To support the telemetry electronics, developer shall provide:

1. Sufficient spare capacity in the 24-volt DC power supply to drive a 1-amp load.
2. A 1-amp fused switch downstream of the 24-volt DC power supply dedicated to the telemetry electronics.
3. A 10" x 10" empty area on the subpanel.
4. A DIN-rail mounted Ethernet switch to provide connectivity among PLC, telemetry device, and laptop.

9.12 SUBMITTALS

- A. Developer shall submit to Mustang, upon completion of project, electronic versions of the following:

1. Complete Bill of Materials indicating manufacturer's part numbers, showing all quantities and descriptions.
2. Equipment Cut Sheets showing all ratings, listings, part numbers, and pertinent equipment specifications.
3. As-built shop drawings including electrical schematics and door layouts. Drawings should include all field installation as-builts.
4. All applicable equipment manuals including installation & operation manuals.

PART 10 - OTHER

10.01 TRAINING

- A. Developer shall provide a training session for up to 5 Mustang's representatives for 1 normal workday with a maximum of 1 trip at a job site location determined by Mustang. Training and instruction time shall be in addition to that required for start-up service.
- B. The manufacturer's qualified representative shall conduct the training.
- C. The training program shall consist of the following:
 - 1. Instructions on the proper operation of the equipment.
 - 2. Instructions on the proper maintenance of the equipment.

END OF DOCUMENT