



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 April 20, 2026

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 and 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

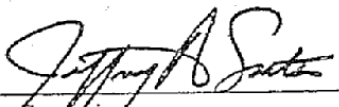
Mustang Water Supply Corporation

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

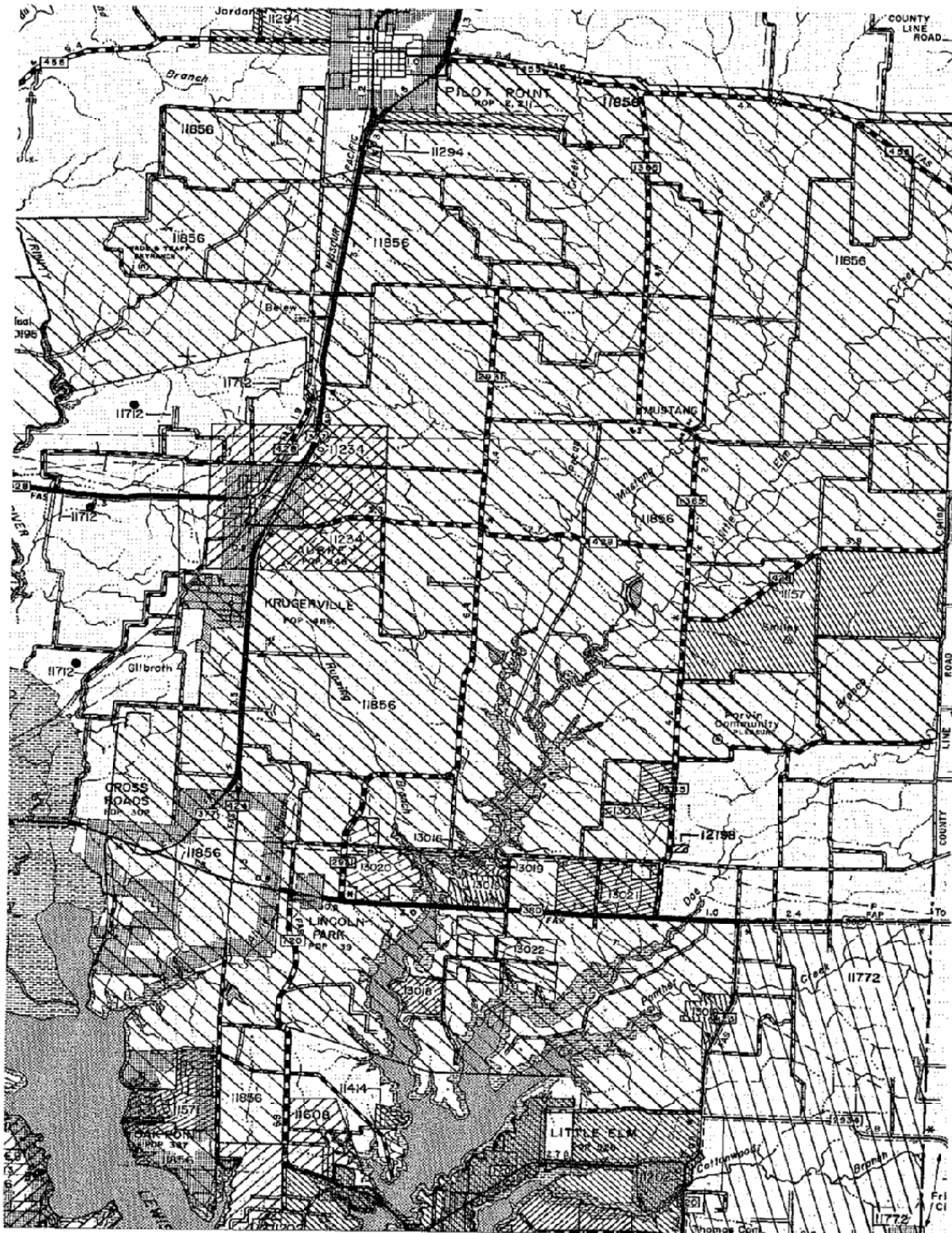
Certificate of Convenience and Necessity No. 11856

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

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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: *[Signature]* at AUSTIN, TEXAS, on this the ix day of January, 1985.

PUBLIC UTILITY COMMISSION OF TEXAS

SIGNED: *[Signature]*
PHILIP F. RIFE

SIGNED: *[Signature]*
PEGGY R. OSBORN

SIGNED: *[Signature]*
DENNIS L. THOMAS

ATTN: ST:

[Signature]
NDA 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

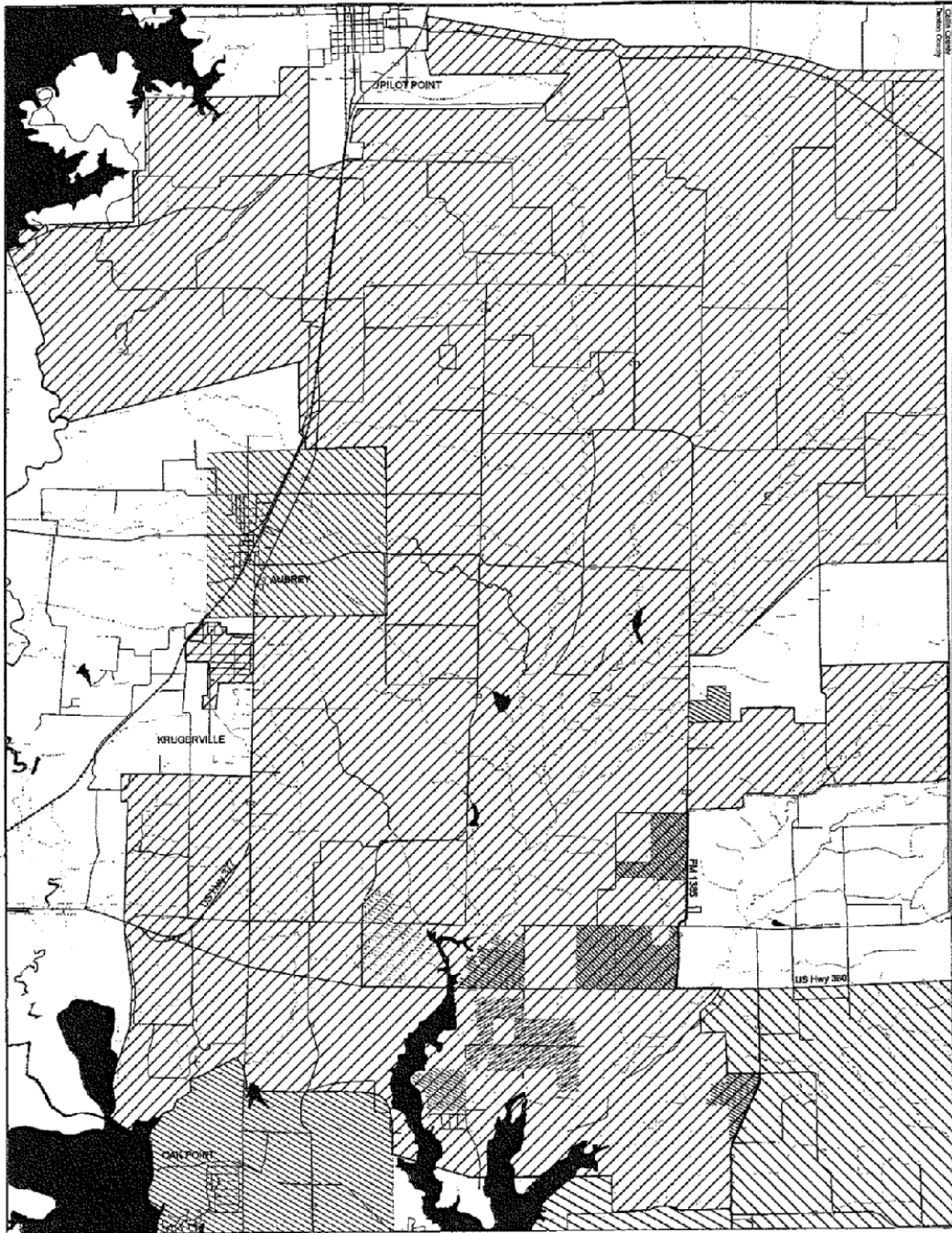
having duly applied for certification to provide sewer utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled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



Mustang Special Utility District
 Sewer Service Area
 CCN No. 20930
 App. No. 33075-C
 Denton County

0 5000 Feet

Map created by S. Jester 7/20/02
 Data path: s:\data\ccn\working\ccn.shp
 Project path: I:\maps\projects\33075-c.apr



Sewer CCNs	
[Hatched Pattern]	20930 - MUSTANG SUD
[Hatched Pattern]	20931 - TOWN OF LITTLE ELM
[Hatched Pattern]	20908 - CITY OF OAK POINT
[Hatched Pattern]	20491 - CITY OF AUBREY
[Hatched Pattern]	20591 - CITY OF FRISCO
[Hatched Pattern]	20867 - AQUASOURCE DEV. CO.
[Hatched Pattern]	20920 - DENTON COUNTY FWSD 8A
[Hatched Pattern]	20921 - DENTON COUNTY FWSD 8B
[Hatched Pattern]	20922 - DENTON COUNTY FWSD 9
[Hatched Pattern]	20923 - DENTON COUNTY FWSD 10
[Hatched Pattern]	20924 - DENTON COUNTY FWSD 11
[Hatched Pattern]	TxDOT County Boundaries - Polygons (1:24k)

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.

(1) New service requests from applicants with a delinquent account as described in subsection 12 below will be denied a new service connection until such time as the delinquency is resolved, as determined by the District.

(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) Gallorage Charge. A Gallorage 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 4:30 p.m. 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 4:30 p.m. on the due date. Payments made using the District's online service must post by 4:30 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 4:30 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 4:30 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 immediately 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 at least one day prior to the disconnect date. A physician's written statement must include the duration of medical necessity, not more than one year in length. Service may be disconnected in accordance with subsection 13(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 18, 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 13 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 17 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. 6 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.6]. 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 13(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;

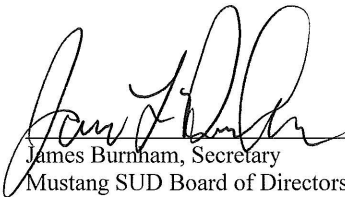
**THEREFORE, IT IS HEREBY ORDERED BY THE MUSTANG SPECIAL UTILITY DISTRICT
BOARD OF DIRECTORS:**

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.
- (j) 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;

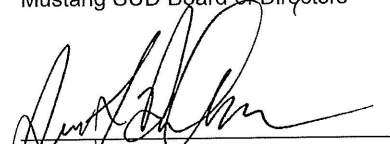
THEREFORE, IT IS HEREBY ORDERED BY THE MUSTANG SPECIAL UTILITY DISTRICT BOARD OF DIRECTORS:

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: _____	A ₁ A ₂ A ₃ A ₄
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) _____	

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.

FIGURE 4.11.2 Sample Report of a Hydrant Flow Test.

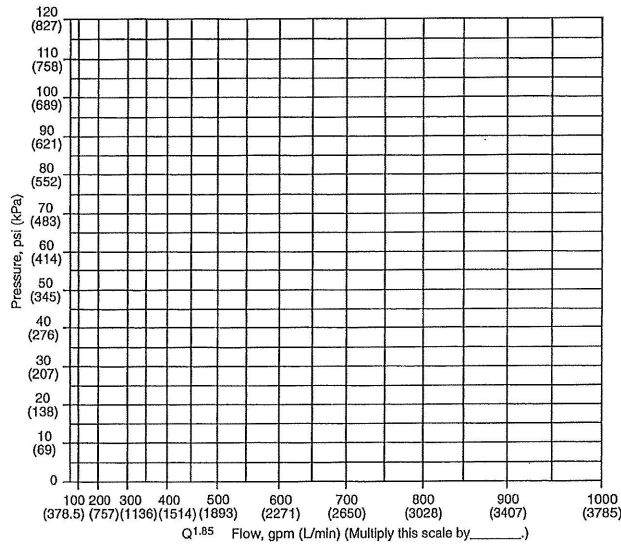


FIGURE 4.11.4 Sample Graph Sheet.

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:

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

(-) 100(C)

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. 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.

2. 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, the customer is otherwise in

good standing with the District, and the customer has submitted a written request for return of deposit, 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.

3. 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)].

4. Connection Fee.

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

(A) Standard Service:

(1) The Water Connection Fee for standard water service is **\$5,750.00** 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 \$5,750.00 or \$14,375.00.

(2) The Wastewater Connection Fee for standard wastewater service based upon a 5/8 x 3/4 water meter is \$8,000.00 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. The Wastewater 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 wastewater connection for a one inch (1") meter will be 2.5 x \$8,000.00 or \$20,000.00.

(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, or under initial development and was not being provided with water service by the District, shall be **\$5,750.00** for each 5/8 x 3/4 (1 LUE) service connection plus **\$750.00** 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	\$ 5,750	\$33.83
1 inch	2.5	\$ 14,375	\$84.66
1-1/2 inch	5.0	\$ 28,750	\$169.32
2 inch	8.0	\$ 46,000	\$270.91
3 inch	15.0	\$ 86,250	\$507.97
4 inch	25.0	\$ 143,750	\$846.62
6 inch	50.0	\$ 287,500	\$1,693.16
8 inch	80.0	\$ 460,000	\$2,580.03

(2) The Wastewater Connection Fee for non-standard wastewater service for the purpose of this section, is defined to be retail wastewater service by the District to land that is being developed pursuant to the Texas Local Government Code that at the time of platting, or under initial development and was not being provided with wastewater service by the District, shall be **\$8,000.00** for each 5/8 x 3/4 (1 LUE) service connection 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:

<u>SEWER CONNECTIONS-BASED ON WATER METER SIZE</u>	
5/8 inch	\$ 8,000.00
1 inch	\$ 20,000.00
1.5 inch	\$ 40,000.00
2 inch	\$ 64,000.00
3 inch	\$ 120,000.00
4 inch	\$ 200,000.00
6 inch	\$ 400,000.00
8 inch	\$ 640,000.00

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

(C) Water Resource Fee. In addition to the Connection Fees listed in above, Mustang shall collect a Water Resource Fee in the amount of \$500.00 per LUE for each water connection. The Water Resource Fee shall be paid at the time of commencement of the Water Service. For example: a 2-inch (2") Meter shall have a Water Resource Fee = \$500.00 x 8.0 LUEs = \$4,000.00.

5. Monthly Charges.

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

i. **Base Rate.** The District's Base Rate for water service through a standard water meter is \$33.83 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	AWWA FACTOR	MONTHLY RATE
5/8" x 3/4" (standard)	1.0	\$33.83
3/4" x 3/4"	1.5	\$50.76
1"	2.5	\$84.66
1½"	5.0	\$169.32
2"	8.0	\$270.91
3"	15.0	\$507.97
4"	25.0	\$846.62
6"	50.0	\$1,693.16
8"	80.0	\$2,580.03
Reserve Fee (No meter installed)		\$30.68

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

1 to 3,000 gallons.	\$3.31 per thousand
3,001 to 9,000 gallons.	\$4.64 per thousand
9,001 to 15,000 gallons.	\$5.79 per thousand
15,001 to 23,000 gallons.	\$7.05 per thousand
23,001 to 31,000 gallons.	\$10.78 per thousand
31,001 to 40,000 gallons.	\$13.74 per thousand
>40,000 gallons.	\$19.25 per thousand

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

1 to 35,000 gallons	\$7.05 per thousand
35,000 to 70,000 gallons.....	\$10.78 per thousand
>70,000 gallons.....	\$13.74 per thousand

- iii. In addition to the Base Rate, Interconnect Wholesale Gallonage Charge:
 Gallons.....\$4.26 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	\$62.14 per month
>8,000 gallons of water used	\$69.30 per month
For 1", 1.5", 2" Meters:	
Usage Charge	\$22.70 per month
Usage per 1,000 gallons	\$4.35 per thousand
For 3", 4" Meters:	
Usage Charge	\$43.77 per month
Usage per 1,000 gallons	\$7.05 per thousand
For 6", 8" Meters:	
Usage Charge	\$167.29 per month
Usage per 1,000 gallons	\$7.05 per thousand

Belmont/Saratoga Subdivision Residents: \$69.46

Krugerville City Limits: \$76.98

(C) Paloma Creek Water Service (Denton County Fresh Water Supply Districts 8-A, 8-B, 11-A, 11-B, 11-C). The District shall assess the following monthly charges for water service:

- i. Base Rate. The District's Base Rate for water service through a standard water meter is \$27.00 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	AWWA FACTOR	MONTHLY RATE
5/8" x 3/4" (standard)	1.0	\$27.00
3/4" x 3/4"	1.5	\$40.50
1"	2.5	\$67.50
1 1/2"	5.0	\$135.00
2"	8.0	\$216.00
3"	15.0	\$405.00
4"	25.0	\$675.00
6"	50.0	\$1,350.00
8"	80.0	\$2,160.00

ii. 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 5,000 gallons.	\$3.75 per thousand
5,001 to 10,000 gallons.	\$4.25 per thousand
10,001 to 15,000 gallons.	\$5.00 per thousand
15,001 to 20,000 gallons.. . . .	\$6.00 per thousand
≥20,001 gallons.. . . .	\$7.00 per thousand

a. Customers with meters greater than or equal to 2" shall be assessed regular District rates as indicated in (G.5 (A) ii).

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

For Standard, ¾" Meters":

1 to 10,000 gallons of water used	\$54.17 per month
≥10,001 gallons of water used	\$57.17 per month

(D) Multifamily Residential Water Rates:

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

1 to 24,000 gallons.	\$3.31 per thousand
24,001 to 72,000 gallons.	\$4.64 per thousand
72,001 to 120,000 gallons.	\$5.79 per thousand
120,001 to 184,000 gallons.. . . .	\$7.05 per thousand
184,001 to 248,000 gallons.	\$10.78 per thousand
248,001 to 320,000 gallons.. . . .	\$13.74 per thousand
>320,000 gallons.	\$19.25 per thousand

In addition to the Base Rate multifamily residential accounts with meters equal to 3" shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 45,000 gallons.	\$3.31 per thousand
45,001 to 135,000 gallons.	\$4.64 per thousand
135,001 to 225,000 gallons.	\$5.79 per thousand
225,001 to 345,000 gallons.. . . .	\$7.05 per thousand
345,001 to 465,000 gallons.	\$10.78 per thousand
465,001 to 600,000 gallons.. . . .	\$13.74 per thousand
>600,000 gallons.	\$19.25 per thousand

In addition to the Base Rate multifamily residential accounts with meters equal to 4” shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 45,000 gallons.	\$3.31 per thousand
45,001 to 135,000 gallons.	\$4.64 per thousand
135,001 to 225,000 gallons.	\$5.79 per thousand
225,001 to 345,000 gallons.. . . .	\$7.05 per thousand
345,001 to 465,000 gallons.	\$10.78 per thousand
465,001 to 600,000 gallons.. . . .	\$13.74 per thousand
>600,000 gallons.	\$19.25 per thousand

In addition to the Base Rate, multifamily residential accounts with meters equal to a 6” shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 150,000 gallons.....	\$3.31 per thousand
150,001 to 450,000 gallons.	\$4.64 per thousand
450,001 to 750,000 gallons.	\$5.79 per thousand
750,001 to 1,150,000 gallons.. . . .	\$7.05 per thousand
1,150,001 to 1,550,000 gallons.	\$10.78 per thousand
1,550,001 to 2,000,000 gallons.. . . .	\$13.74 per thousand
>2,000,000 gallons.	\$19.25 per thousand

In addition to the Base Rate, multifamily residential accounts with meters greater than or equal to 8” shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 240,000 gallons.	\$3.31 per thousand
240,001 to 720,000 gallons.	\$4.64 per thousand
720,001 to 1,200,000 gallons.	\$5.79 per thousand
1,200,001 to 1,840,000 gallons.. . . .	\$7.05 per thousand
1,840,001 to 2,480,000 gallons.	\$10.78 per thousand
2,480,001 to 3,200,000 gallons.. . . .	\$13.74 per thousand
>3,200,000 gallons.	\$19.25 per thousand

- (E) 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 \$3.15 from the applicable Base Rate for water service and monthly rate for wastewater service.
- (F) 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)].
- (G) 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 \$9.08 per standard water meter per month
- Service Area Surcharge of \$4.41 per standard wastewater connection per month
- Appropriate pro-rata adjustments to such surcharges for larger meters or connection

6. Fees.

(A) 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.

(B) 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.

(C) 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].

(D) 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.

(E) 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 4:30 p.m. on the delinquent notice due date.

(F) Service Trip Fee.

The District shall charge a Service Trip Fee of \$50.00 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.

(G) 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)].

(H) 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.

(I) Meter Test Fee.

The District shall test a customer's meter upon written request of the customer and a Meter Test Fee of \$75.00 shall be imposed on the affected account.

(J) 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.

(K) 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.

(L) 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.

(M) 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.

(N) 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.

(O) 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.

(P) 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.

(Q) Voluntary Disconnect Fee.

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

(R) Reconnect Fee.

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

7. Drought Contingency Violation Enforcement Schedule. In accordance with the District's Drought Contingency Plan and to ensure the responsible use and preservation of water resources during drought conditions, the following enforcement schedule shall apply to all customers:

(A) Violation Schedule. There will be a minimum of two (2) days between each issued violation in order to give customers the opportunity to make corrections as necessary.

- **First Violation** – Customer will be contacted and a physical notice of violation.
- **Second Violation** – Customer will be contacted, physical notice of violation, and be assessed a **\$75.00 fee**.
- **Third Violation** – Customer will be contacted, physical notice of violation, disconnection of water service, and be assessed a **\$250.00 fee**.
- **Fourth Violation** – Customer will be contacted, physical notice of violation, disconnection of water service, and be assessed a **\$500.00 fee**.
- **Subsequent Violations** – Customer will be contacted, physical notice of violation, disconnection of water service, and be assessed a **\$500.00 fee**.

(B) Meter Size Adjustment for Violation Fees. The fees referenced above apply to standard 5/8" meters. For meters larger than 5/8", the fee shall be calculated based on 50% of the equivalent meter size relative to a standard 5/8" meter as shown in Section 4.B.1 of this Rate Order. For example, a 2" meter is equivalent to eight (8) 5/8" meters. Therefore, a fourth violation for a 2" meter would result in a \$2,000 fee (i.e., \$500 × 8 × 50%).

(C) Disconnection and Reconnection. Service disconnections due to drought contingency violations shall follow the procedures established in Section E.13 of this Rate Order.

(D) Grace Period for New Construction. The District recognizes the need for lawn establishment following new home construction. Therefore, a grace period of **twenty (20) days** from the date of customer account activation (transition from the builder) shall be granted for irrigation purposes. During this period, drought contingency enforcement will not apply.

(E) Grace Period Ineligibility. Home Builders and Developers are not eligible for the grace period stated above and must comply with the watering schedule outlined in Section I 7.3.

SECTION H.

Water Conservation Plan for Mustang SUD May 2024

SECTION 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 existing supplies - - to minimize the need for new resources.

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. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. Mustang SUD considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. Mustang SUD developed its original plans for water conservation and drought contingency in 2008, most recently amended in 2024. This update of the Water Conservation Plan (the “Plan”) has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District (“UTRWD”) for its Members and Customers, such as Mustang SUD; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier’s effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1.1 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as Mustang SUD, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code (“TAC”). A copy of these rules is 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.”

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;
- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);
- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and
- The term “unaccounted-for uses of water” is replaced with “water loss.”

A. Basic Water Conservation Plan Requirements

TCEQ requires that water conservation plans for municipal uses by Public Water Suppliers, like Mustang SUD, include the following components:

- *Utility Profile:* In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *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 total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)
- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)
- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)
- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* 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 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two days per week and time-of-day

watering provisions. It is an optional strategy within the TCEQ regulations. However, UTRWD requests that Mustang SUD implement a landscape water management ordinance as part of the Plan. (Section 5.6)

- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *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)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

B. Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)
- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale 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 in Title 30 TAC Chapter 288. (Section 6.2)

C. Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional if they are necessary to achieve the stated water conservation goals of the Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);
- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);
- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);
- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);
- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10) and
- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10).

This Plan sets forth a program of long-term measures under which Mustang SUD 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 SUD's Drought Contingency Plan.

SECTION 2

Water Utility Profile

Appendix B to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board ("TWDB") and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for Mustang SUD, if requested, will also be provided to UTRWD.

SECTION 3

Record Management System

Mustang SUD's current record management system is able to classify water use data into the following sectors: residential (single family and multi-family), commercial, institutional, industrial, agricultural and wholesale. When Mustang SUD upgrades its software, Mustang SUD will purchase software capable of reporting detailed water use data to include all sectors (residential, commercial, institutional, industrial, agricultural and wholesale).

SECTION 4

Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. Mustang SUD has developed 5-year and 10-year target water saving goals (see Table 4.1 below) for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;
- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;
- Maintain the level of water loss in Mustang SUD's water system below 15% annually;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;
- Implement and enforce the Plan by officially adopting the Plan through an ordinance / resolution / tariff, describing the authority by which Mustang SUD will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;

- Maintain a program of leak detection and repair;
- Ensure that each wholesale customer develops and implements a water conservation plan with similar and consistent strategies as provided in this Plan;
- 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 4.1
Municipal Per Capita Target Water Saving Goals**

	Historic 5-yr Average	Baseline	5-yr Goal for year <u>2029</u>	10-yr Goal for year <u>2034</u>
Total GPCD ¹	105	115	105	100
Residential GPCD ²	87	97	95	95
Water Loss (GPCD) ³	9	10	8	7
Water Loss (%) ⁴	9.00%	9.08%	7.62%	7.00%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Guidance. Utilities can use the Texas Water Development Board Municipal Water Conservation Planning Tool to help determine 5 and 10-year water use goals. The Tool can also help utilities determine the effectiveness of certain best management practices in reducing water usage. The Tool can be downloaded from the TWDB website.

SECTION 5

Basic Water Conservation Strategies

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

5.1 Accurate Supply Source Metering

Mustang SUD uses the following source(s) of water: groundwater pumped and treated surface water supplied by UTRWD. Mustang SUD 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 SUD currently calibrates its meters at each water well site on a regular basis and regularly checks the calibration of each meter at one (1) to two (2) year intervals.

For surface water, UTRWD measures all water delivered to Mustang SUD using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association (“AWWA”) standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

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

Water usage for all customers of Mustang SUD, including public and governmental users, is metered. Mustang SUD will continue to implement its meter testing and calibration program of its service connections to identify any water loss 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 readings.

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. Mustang SUD replaces meters at 10 to 15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals.

Mustang SUD understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. Mustang SUD will evaluate the costs and benefits of implementing AMI in the future and will determine if it is a feasible solution for conservation efforts.

5.3 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users –plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail 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 and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are 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. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for Mustang SUD is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, Mustang SUD will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. Mustang SUD will complete the water loss audit every year as required, and will be the primary tool that will be used to monitor water loss.

5.4 Continuing Public Education and Information Program

The ultimate success of any water conservation program is dependent on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. Mustang SUD's public education and information

program, if applicable including dedicated staff for this program, is designed to provide information to as many retail customers as possible. Mustang SUD works in collaboration with UTRWD to provide this information. Mustang SUD will promote its water conservation strategies outlined in this Plan as well as the measures and activities discussed below.

- **Informative School Program.** Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an Enviroscape watershed model, rainfall simulator, stream erosion trailer, etc.
- **Literature Program.** Insert water conservation information with water bills at least twice per year as well as make information available to the public at utility offices or other public places. Information may include material developed by Mustang SUD's staff using material obtained from UTRWD, Texas A&M AgriLife, TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.
- **Special Events and Promotions.** Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.
- **Website.** Make information on water conservation available on Mustang SUD's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- **Speaking Engagements.** Notify local organizations, schools and civic groups that Mustang SUD's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North 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 and information program:

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

5.5 Non-Promotional Water Rate Structure

Mustang SUD has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water.

Mustang SUD's *water rate structure is below:*

(A) Monthly Charges

a. Water Service. The District shall assess the following monthly charges for water service:

i. **Base Rate.** The District's Base Rate for water service through a standard water meter is \$30.69 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	AWWA FACTOR	MONTHLY RATE
5/8" x 3/4" (standard)	1.0	\$ 30.69
3/4" x 3/4"	1.5	\$ 46.04
1"	2.5	\$ 76.79
1 1/2"	5.0	\$ 153.58
2"	8.0	\$ 245.72
3"	15.0	\$ 460.74
4"	25.0	\$ 767.90
6"	50.0	\$ 1535.74
8"	80.0	\$ 2340.16
Reserve Fee (no meter installed)		\$ 27.26

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

1 to 3,000 gallons.	\$3.00 per thousand
3,001 to 9,000 gallons.	\$4.21 per thousand
9,001 to 15,000 gallons.	\$5.25 per thousand
15,001 to 23,000 gallons.	\$6.39 per thousand
23,001 to 31,000 gallons.	\$9.78 per thousand
31,001 to 40,000 gallons.	\$12.47 per thousand
>40,000 gallons.	\$17.46 per thousand

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

1 to 35,000 gallons.....	\$6.39 per thousand
35,000 to 70,000 gallons.....	\$9.78 per thousand
>70,000 gallons.....	\$12.47 per thousand

iii. In addition to the Base Rate, Interconnect Wholesale Gallonge Charge:

Gallons.....	\$4.06 per thousand
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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	\$56.36 per month
>8,000 gallons of water used	\$62.86 per month

For 1", 1.5", 2" Meters:
 Usage Charge \$20.59 per month
 Usage per 1,000 gallons \$3.94 per thousand

For 3", 4" Meters:
 Usage Charge \$39.70 per month
 Usage per 1,000 gallons \$6.39 per thousand

For 6", 8" Meters:
 Usage Charge \$151.73 per month
 Usage per 1,000 gallons \$6.39 per thousand

Belmont/Saratoga Subdivision Residents:.....\$60.70 per month
Krugerville City Limits:.....\$73.31 per month

c. Multifamily Residential Water Rates:

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

1 to 24,000 gallons. \$3.00 per thousand
 24,001 to 72,000 gallons. \$4.21 per thousand
 72,001 to 120,000 gallons. \$5.25 per thousand
 120,001 to 184,000 gallons.. . . . \$6.39 per thousand
 184,001 to 248,000 gallons. \$9.78 per thousand
 248,001 to 320,000 gallons.. . . . \$12.47 per thousand
 >320,000 gallons. \$17.46 per thousand

In addition to the Base Rate multifamily residential accounts with meters equal to 3" shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 45,000 gallons. \$3.00 per thousand
 45,001 to 135,000 gallons. \$4.21 per thousand
 135,001 to 225,000 gallons. \$5.25 per thousand
 225,001 to 345,000 gallons.. . . . \$6.39 per thousand
 345,001 to 465,000 gallons. \$9.78 per thousand
 465,001 to 600,000 gallons.. . . . \$12.47 per thousand
 >600,000 gallons. \$17.46 per thousand

In addition to the Base Rate multifamily residential accounts with meters equal to 4" shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 45,000 gallons. \$3.00 per thousand
 45,001 to 135,000 gallons. \$4.21 per thousand
 135,001 to 225,000 gallons. \$5.25 per thousand
 225,001 to 345,000 gallons.. . . . \$6.39 per thousand
 345,001 to 465,000 gallons. \$9.78 per thousand
 465,001 to 600,000 gallons.. . . . \$12.47 per thousand
 >600,000 gallons. \$17.46 per thousand

In addition to the Base Rate, multifamily residential accounts with meters equal to a 6" shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 150,000 gallons.....	\$3.00 per thousand
150,001 to 450,000 gallons.	\$4.21 per thousand
450,001 to 750,000 gallons.	\$5.25 per thousand
750,001 to 1,150,000 gallons.. . . .	\$6.39 per thousand
1,150,001 to 1,550,000 gallons.	\$9.78 per thousand
1,550,001 to 2,000,000 gallons.. . . .	\$12.47 per thousand
>2,000,000 gallons.	\$17.46 per thousand

In addition to the Base Rate, multifamily residential accounts with meters greater than or equal to 8” shall be assessed a Gallonage Charge at the following rates for water usage during any one (1) billing period:

1 to 240,000 gallons.	\$3.00 per thousand
240,001 to 720,000 gallons.	\$4.21 per thousand
720,001 to 1,200,000 gallons. ..	\$5.25 per thousand
1,200,001 to 1,840,000 gallons.. . . .	\$6.39 per thousand
1,840,001 to 2,480,000 gallons.	\$9.78 per thousand
2,480,001 to 3,200,000 gallons.. . . .	\$12.47 per thousand
>3,200,000 gallons.	\$17.46 per thousand

5.6 Landscape Water Management Program/Ordinances

Mustang SUD seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. Mustang SUD has implemented the following landscape water management strategies:

- *Watering Maximum of Two Days Per Week.* Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) days per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed at any time.

Last Digit of Address	Allowed Watering Day
EVEN	Sunday and Thursday
ODD	Saturdays and Wednesdays

- *Time of Day Watering.* No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 a.m. to 6:00 p.m. on any day of the year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.
- *Water Waste.* Prohibit the design, installation, and operation 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, such as repairing broken sprinkler heads, or leaking or broken valves or pipes. Prohibit outdoor watering during any form of precipitation and during freezing temperatures, and, overwatering resulting in water runoff of 50 feet or more from the property.

These strategies will be actively promoted by Mustang SUD through public information programs and enforcement for mandatory compliance by its customers.

An additional strategy that may be implemented, if deemed necessary, is to require all non-residential retail customers to have their irrigation systems inspected and repairs and/or adjustments made by a licensed irrigator every three (3) years. Certain customers may be exempt from this requirement.

Over the next five (5) years, Mustang SUD plans to evaluate the feasibility and merits of an optional rebate program to encourage greater efficiency in outdoor irrigation systems. A rebate program may include one or more of the following concepts:

- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- Other outdoor water conservation incentive programs.

In addition, Mustang SUD and UTRWD have implemented the 'Water My Yard' outdoor watering management program to Mustang SUD's area. The 'Water My Yard' website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes of runtime. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape's needs, to prevent unnecessary overwatering. 'Water My Yard' is provided at no cost to residents, and Mustang SUD will promote 'Water My Yard' in utility bills, newsletters and websites as appropriate.

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, UTRWD recommends the implementation of landscape water management strategies consistent with UTRWD. The strategies are intended to reduce waste in landscape irrigation and peak water demands.*

Additional strategies that may be adopted to reduce waste in landscape irrigation include:

- *Require all new irrigation systems include rain and freeze sensors;*
- *Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);*
- *Enforce strategies by a system of warnings followed by fines for continued or repeat violations.*

5.7 Reservoir Systems Operations Plan

A reservoir systems operations plan is required only for those Public Water Suppliers that own reservoirs within a common watershed or river basin. The purpose of this requirement is to provide for the coordinated operation of these reservoirs to optimize available water supplies.

Not applicable to Mustang SUD because Mustang SUD does not own any reservoirs.

SECTION 6

Requirements for Larger Public Drinking Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the ten (10) years subsequent to the effective date of this Plan must include the elements below.

6.1 Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. Mustang SUD

trains its personnel (e.g., meter readers, production crew, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and abandoned services are investigated 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 are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

6.2 Water Conservation Plans by Wholesale Customers

Not applicable to Mustang SUD because Mustang SUD does not have any successive wholesale customers.

SECTION 7

Additional Water Conservation Strategies

Mustang SUD has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

7.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State's standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. 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. 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:

- High-efficiency toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- High-efficiency showerhead and sink aerators replacement;
- High-efficiency clothes washer rebates or
- Other indoor water conservation incentive programs.

7.2 Reuse and Recycling of Wastewater and / or Gray Water (Optional)

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

7.3 Pressure Control Program

Mustang SUD has determined a reasonable system pressure for each pressure zone in its retail distribution system, and has installed internal pressure control stations and customer service pressure regulators where needed.

7.4 Means for Measuring Success

Mustang SUD will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of Mustang SUD's water conservation program. The results, if requested, will be reported to UTRWD.

7.5 Water Conserving Landscaping

As part of its public education program, Mustang SUD encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

7.6 Watershed Protection

Protecting our watershed is a priority need for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

Mustang SUD participates in UTRWD's coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers', such as Mustang SUD to use. Mustang SUD plans to install watershed signs along roadways / waterways as a constant reminder that we need to keep our watersheds clean.

7.7 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, Mustang SUD, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial and institutional). Mustang SUD partners with UTRWD to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

7.8 Industrial, Commercial and Institutional (ICI) Audits

Mustang SUD, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners. The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional and multi-family properties. Mustang SUD may promote this to ICI customers to encourage water use reduction.

7.9 In-House Water Conservation Efforts

Mustang SUD has, or plans to, implement an in-house water conservation program, including the following elements (*adapt as needed*):

- Mustang SUD uses native or adapted drought tolerant plants, trees and shrubs in the majority of its landscapes;
- Irrigation at Mustang SUD's facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering (see Section 5.6);
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public and
- Irrigation will be accomplished with treated wastewater effluent wherever feasible and practicable.

7.10 Water Conservation Coordinator

UTRWD requires each Customer, such as Mustang SUD, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of Mustang SUD's water conservation and drought contingency plans, as well as the preparation and submittal of annual conservation status reports and implementation of Mustang SUD's conservation program.

SECTION 8

Implementation and Enforcement

A copy of Mustang SUD's ordinance / resolution / tariff indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 7.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

SECTION 9

Coordination with Regional Water Planning Group and UTRWD

Mustang SUD has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's water conservation plan. Mustang SUD sent a copy of the

draft ordinance(s) or resolution(s) implementing the Plan and the water utility profile to UTRWD for review and approval. After adoption, Mustang SUD sent the final ordinance(s) or resolution(s), the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with Mustang SUD's Plan.

SECTION 10

Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, Mustang SUD will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2029. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report. The revised plan must also be submitted to the TWDB within 90 days of adoption.

Mustang SUD is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report Mustang SUD's progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of Mustang SUD's water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. Mustang SUD will have a copy of the annual report produced by May 1 every year, available to UTRWD upon request.

SECTION I.

DROUGHT CONTINGENCY PLAN

February 2025

SECTION 1

Introduction and Objectives

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for Mustang Special Utility District (“Mustang”) as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Upper Trinity Regional Water District (“UTRWD”). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

Mustang developed its original plans for drought contingency in 2008, amended in May 2024, and most recently amended in February 2025. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as Mustang, and is consistent with TCEQ’s model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD’s Members and Customers.

Mustang uses the following source(s) of water: groundwater pumped and treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier’s effort to reduce peak water demands and extend water supplies.

The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

SECTION 2

Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as Mustang, are contained in Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

“A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

<u>Rule</u>	<u>Subject</u>	<u>Section</u>
288.20(a)(1)(A)	Informing the Public & Providing Opportunity for Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgm't Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

SECTION 3

Public Involvement

Mustang previously provided opportunity for public input in the development of this Plan by the following means:

- Provided written notice of the draft Plan and the opportunity for the public to comment or posted notice prior to adoption;
- Made the draft Plan available on Mustang's website;
- Provided a link to the draft Plan on customer's Utility Bill;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

SECTION 4

Provisions for Continuing Public Education and Information

Mustang will provide public information about the Plan periodically, 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 any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in public facilities or other appropriate places;

- Make the Plan and its requirements available on the Mustang website;
- Include information about this Plan and water conservation on the Mustang website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that Mustang staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated, or when a drought response stage changes, Mustang will notify the public through any appropriate means of the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the Mustang website. Billing inserts may also be used as appropriate means of disseminating information to the public.

SECTION 5

Authorization

The General Manager, or official 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, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the General Manager, or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. 022425-02, as provided in Appendix B.

SECTION 6

Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by Mustang. The terms “person” and “customer” as used in the Plan include individuals, corporations, institutions, partnerships, associations, and all other legal entities.

SECTION 7

Drought Contingency Plan - - Emergency Response Stages

The General Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of Mustang to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to Mustang. Water supply and / or demand conditions are monitored by both Mustang and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through the Mustang website and other appropriate methods as described in Section 3 above;

- Unless otherwise implemented by UTRWD, Mustang will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and
- **Mustang will also notify the Executive Director of the TCEQ within five (5) business days.**

When specific drought response stages are announced by UTRWD, Mustang and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the General Manager, or official designee, may implement contingency measures based on local conditions affecting Mustang; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are taken into account when making a decision about such stages, including circumstances unique to Mustang, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through the Mustang website and other appropriate methods as described in Section 3 above;
- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- **Mustang will also notify the Executive Director of the TCEQ within five (5) business days.**

The General Manager, or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to Mustang, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or

- Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
- UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded [80%] of delivery capacity for three consecutive days; or
- Water demand is **approaching** a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by Mustang or
- The water supply system has a **significant limitation** due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the General Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by Mustang’s General Manager, or official designee. The General Manager, or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers.
Irrigation of landscaped areas and building foundations is limited to:
 - **Sundays** and **Thursdays** for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses.
 - **Saturdays** and **Wednesdays** for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9).
 - Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.
 - **Tuesdays** and **Fridays** for all commercial and HOA’s.
 - No watering will be allowed on **Monday**.
- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. Outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 8:00 p.m. to 6:00 a.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
 - Watering is allowed from **8:00 p.m. to 6:00 a.m.** For any permissible watering day stated above, watering **starts at 8:00 p.m.** For example, if your designated watering day is **Thursday**, you may begin watering at **8:00 p.m. on Thursday** and continue until **6:00 a.m. on Friday**.

- Restrict use of Fire Hydrant Meters for construction to four-days-per-week water usage. Use of Fire Hydrant Meters is allowed **between 9:00 a.m. to 12:00 p.m. and 4:00 p.m. to 6:00 p.m.**

Days of the Week:

- **Tuesdays, Wednesdays, Thursdays, and Fridays**

- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Request voluntary reductions in water use by the public and by customers.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by Mustang and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by Mustang (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or

- Water demand has reached or exceeded [85%] of delivery capacity for three consecutive days; or
- Water demand **has reached** a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by Mustang; or
- The water supply system is **unable to deliver** water at **normal rates** due to failure of or damage to major water system components or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the General Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the General Manager, or official designee. The General Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers.

Irrigation of landscaped areas and building foundations is limited to:

- **Sundays** for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses.
 - **Wednesdays** for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9).
 - Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.
 - **Fridays** for all commercial and HOA's.
 - No watering will be allowed on **Mondays, Tuesdays, Thursdays, and Saturdays**.
- Outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 8:00 p.m. to 6:00 a.m. Irrigation of landscaped areas and building foundations is permitted for a maximum of two hours on any day if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
 - Watering is allowed from **8:00 p.m. to 6:00 a.m.** For any permissible watering day stated above, watering **starts at 8:00 p.m.** For example, if your designated watering day is **Wednesday**, you may begin watering at **8:00 p.m. on Wednesday** and continue until **6:00 a.m. on Thursday**.

- Restrict use of Fire Hydrant Meters for construction to two-days-per-week water usage. Use of Fire Hydrant Meters is allowed **between 9:00 a.m. to 12:00 p.m. and 4:00 p.m. to 6:00 p.m.**

Days of the Week:

- **Tuesdays and Thursdays**

- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Washing vehicles, boats, trailers, etc., are only allowed on your allotted watering day.
- Refilling of water fountains or scenic ponds through Mustang potable water lines is prohibited.
- Encourage further reduction in draining and filling of swimming pools.
- Fire hydrants are limited to emergency system use only.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by Mustang on water pipes and mains.
- Reduce internal water use by Mustang, except where water is supplied from treated wastewater effluent by use of one or more of the following means:
 - For landscaped areas, restrict irrigation to one-day-per-week landscape watering schedule;
 - No hosing off paved areas, buildings, windows or other hard surfaces;
 - No vehicle washing except on the premises of a commercial car wash or equivalent facility.
- Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- Mustang is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses.
- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. Enforcement to be primarily based on complaints being received.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by Mustang or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded [90%] of delivery capacity for three consecutive days; or
- Water demand **exceeds** the delivery capacity for all or part of the distribution system, as determined by Mustang; or
- Water supply system is **unable to deliver** water in **adequate quantities** due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the General Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the General Manager, or official designee. The General Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week between 6:00 p.m. and 6:00 a.m. **if it is by means of a hand-held hose, drip irrigation or soaker hose systems.**

Irrigation of landscaped areas and building foundations is limited to:

- **Sundays** for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses.
 - **Wednesdays** for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9).
 - Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.
 - **Fridays** for all commercial.
 - No watering allowed for HOA's.
 - No watering will be allowed on **Mondays, Tuesdays, Thursdays, and Saturdays.**
- Restrict use of Fire Hydrant Meters for construction to two-days-per-week water usage. Use of Fire Hydrant Meters is allowed between **4:00 p.m. to 6:00 p.m.**

Days of the Week:

- **Tuesdays and Thursdays**
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
 - Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
 - Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
 - Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
 - Prohibit non-essential internal water use by Mustang, except where water is supplied from treated wastewater effluent.

- No restrictions on commercial nurseries, patio misters, and for dust abatement.
- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by Mustang or UTRWD.

SECTION 8

Variances

The General Manager, or 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 official designee. However, no variances shall be granted under any circumstance if Mustang is in Stage 3 – 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;
- Other pertinent information

SECTION 9

Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger, or other possible means of communication, that they have violated the mandatory water use restriction;
- On the second violation, customers will be notified by a sign or door-hanger, or other possible means of communication, that they have violated the mandatory water use restriction. Mustang may request the resident to disconnect its irrigation system. In addition, Mustang may post notification of violation with reconnection fees, fines and / or citations;
- On the third, and any future violations, Mustang will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- Mustang maintains the right, at any violation level, to disconnect total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body;
- Mustang maintains the right to determine excessive water use during permissible irrigation times and to disconnect total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and
- The General Manager, or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer having jurisdiction may issue a citation for any violation.

SECTION 10

Coordination with Regional Water Planning Group, UTRWD and Others

Mustang has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. After adoption, Mustang sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with Mustang's Plan.

SECTION 11

Review and Update of Drought Contingency Plan

As required by TCEQ rules, Mustang will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan, or based on new or updated information related to Mustang's service area, population, water supply, transmission system - - and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted and submitted to TCEQ's Executive Director not later than May 1, 2029. Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

SECTION 12

Drought Contingency Plans For Privately-Owned Water Utilities

Any privately-owned or independent water utilities that are located within the service area of Mustang shall prepare a drought contingency plan in accordance with TCEQ requirements contained in the TAC, Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20, and incorporate such plan into their tariff.

APPENDIX A.

CUSTOMER SERVICE FORMS

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

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

◆ New Customer to pay:

- ◆ Water Connection Fee: Starting at 5,750
- ◆ Sewer Connection Fee (If Applicable): Starting at \$8,000
- ◆ Meter Set Fee: Starting at \$750, Plus cost of meter.
- ◆ Water Deposit: \$100
- ◆ Wastewater Deposit (If Applicable): \$50
- ◆ Road Bore Fee (If Applicable): \$3,500

For further details regarding prices please check Mustang Special Utility Districts Rate Order.

◆ Service Agreement filled out and signed by New Customer (There are five (5) pages to this document)

◆ Utility Easement filled out and signed by New Customer and notarized (There are three (3) pages to this document)

◆ Customer Service Inspection completed by some licensed to complete Customer Service Inspection Certificates. Your account could be in jeopardy by not returning this document within 30 days after service has begun.

If your property is in the Oak Shores Development, you are responsible for a pressure reducer.

Returning these items in a timely manner will assure your account will be created promptly.

If you have any questions, please call us at the phone number above

MUSTANG SPECIAL UTILITY DISTRICT

STANDARD AGREEMENT

Date: _____

Applicant's Name: _____

Co- Applicant Name: _____

Service Address: _____

Billing Address: _____

Phone Number: (____) ____ - _____

Phone Number- Cell: (____) ____ - _____

Email Address: _____

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):

ROAD BORE

(If Required)

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 _____

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 an 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 _____, 2022.
Signature of Applicant: _____

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 **twenty foot (20’) 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 _____, 2022.

GRANTOR:

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before on _____, 2022, by _____,
the _____ of _____, on behalf of and with authority of said
entity.

Notary Public, State of Texas

BRAND NEW BACKFLOW PREVENTION ASSEMBLY REGISTRATION FORM

To: Backflow Testers (BPAT), Customer Service Inspectors (CSI), Irrigators, Plumbers, Fire line Contractors, Builders and Construction Firms

This letter is to inform you of the new procedures for the recording and confirming of NEW residential/commercial backflow prevention assemblies and required testing in the Mustang Special Utility District prior to permit or Certificate of Occupancy. The District has partnered with SC Tracking Solutions LLC, a web based software tool, used to track, catalog and confirm backflow prevention testers and their inspections. The website is www.sctrackingsolutions.com. All testers must register all professional licenses through this website. Currently there is no annual fee to register.

As of December 1, 2017 it will be necessary for backflow prevention assembly testers to submit a current driver's license, gauge accuracy and/or calibration report, state license and professional documentation, individual and company. You will have an opportunity to upload documents during registration or send them to us via fax or email. The fee for each backflow assembly tested is \$11.95 plus state sales tax. This fee is paid upon entering the backflow prevention assembly test results in the online tool. Follow the steps below to complete residential/commercial backflow assembly inspections in a timely manner.

COMPLETE THIS FORM FOR EACH NEW BACKFLOW PREVENTION ASSEMBLY
DO NOT TURN TEST FORMS IN TO THE CITY.

- **PRIOR TO TESTING THE NEW BACKFLOW PREVENTION ASSEMBLIES** fax or email this completed document for each new assembly to 866-410-1093 or cs@sctrackingsolutions.com. SC Tracking will validate and then upload the information for you.
- BPATs need to go to www.sctrackingsolutions.com. Click BPAT registration and complete the entire process. This process should not take more than a few minutes, if documentation is in order, and will only need to be completed one time with periodic updates as licenses or certifications expire.
- Please allow 24 hours for SC Tracking to validate your documentation with state and local databases.
- Once validation is complete you will receive a temporary password via email.
- SC Tracking will then email you a Catalog # for this address.
- You will then return to the website, log in using your email address and temporary password, type in the Catalog #, complete the test or tests that apply to you and check out. This will complete your obligation to this inspection and be copied to the District. Maintain your test records per state law.
- A copy of the report will be emailed to your registered email and the designated District representative upon completion of the test and checkout.

Address of New Assembly: _____ City: _____ Zip: _____

Building Owner Email: _____

Make: _____ Model: _____ Size: _____ Serial Number: _____

Type: _____ (RPZ, DC, DCDA, PVB, SVB, RPZ II, DCDA II)

Serves: Please Circle One - **IRRIGATION, DOMESTIC, FIRE, WATER HEATER, BOILER, CARBONATOR**

Location: _____

Tester Name: _____

Tester Email: _____

Please Circle One: Residential Commercial

****Email/Scan or Fax to SCTS Customer Service****

November 1, 2017

To: Backflow Assembly Testers (BPAT), Plumbers, Fire line Contractors, Irrigators and Customer Service Inspectors, Builders:

This letter serves to inform you of the new procedures and requirements for delivering Backflow Prevention Assembly Test Reports and Customer Service Inspections to the Mustang Special Utility District. The District has partnered with SC Tracking Solutions LLC, a web-based software tool used to track, catalog, and confirm validity of testers, inspectors and their inspections.

Announcements:

November 29, 2017 The District will be hosting a training session on the SC Tracking Tool for all BPAT/CSI's that you are welcome to attend. Location for the training will be 7985 FM 2931 Aubrey, TX 76227 at 11am.

December 1, 2017 START DATE: All existing and new backflow prevention assembly test reports and customer service reports are required to be submitted through the SC Tracking Solutions tool. Paper reports will no longer be accepted as of 12AM.

December 27, 2017 First notices go out to properties whose backflow prevention assembly tests are due and/or past due.

1. To register for the first time, go to www.sctrackingsolutions.com and create a login. All Backflow Prevention Assembly Test Reports and CSI Reports will be delivered at this website.
2. Upload, fax, or email current company documentation, professional license(s), TCEQ BPAT/CSI license, liability insurance, gauge accuracy report, confined space, fire (if app.) and driver's license. Please ensure they are all current. Please allow 24 hours to cross-check information with state databases and issue you a password.
3. Once you have a password you can upload Backflow Prevention Assembly Test Reports or CSI Inspection using the Customer Catalog # (Customer Catalog # is issued to every commercial or residential property owner who receives the notice of compliance). Any missing test reports that are due and/or past due will be forwarded to the Water Operations Department of the Mustang Special Utility District for enforcement action.

SC Tracking Solutions Customer Service Phone #: 1-866-232-0174

SC Tracking Solutions Fax #: 866-410-1093

SC Tracking Solutions Email: cs@sctrackingsolutions.com

Required fees upon the completion of an inspection are as follows, please bid accordingly:

Backflow/CSI Report Submittal:	\$11.95 total per report, plus state sales tax
Annual District registration:	\$0
BPAT Insurance required:	Not at this Time
Confined space:	Not at this Time

Sincerely,

Mustang Special Utility District

**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
PHONE (940)440-9561
7985 FM 2931
AUBREY, TX 76227

REQUEST FOR SERVICE DISCONTINUANCE

CUSTOMER NAME: _____
ACCOUNT NUMBER: -----
SERVICE ADDRESS (STREET): _____
DISCONTINUE DATE: ___ / ___ / ___
(MUST BE A FUTURE DATE AND NOT A WEEKEND OR HOLIDAY)
FORWARDING ADDRESS: _____
STREET
CITY STATE ZIP

I, the undersigned customer, hereby request that my water 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 the time. I understand that the District 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. If your account has a deposit, it will automatically be applied to your next bill. It can take up to 45 days for final billing. If there is any credit due to you, a check will be mailed to the forwarding address provided. Check processing times may vary.

Customer Signature: _____ Date: _____



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 District 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
PHONE: (940)440-9561 FAX: (940)440-9686

HYDRANT METER USE AGREEMENT

COMPANY/CONTRACTOR INFORMATION

Business Name _____ Date _____
Billing Address _____
E-mail Address _____
Contact Name _____ Phone # _____

METER LOCATION & DEPOSIT

The security deposit may be used against any billing that is due and outstanding at the time of the termination of this agreement.

LOCATION TO BE USED _____
Coordinates (Longitude, Latitude) REQUIRED _____
Print Name _____ Title _____
Signature _____ Date _____

METER INFORMATION

Deposit \$ _____ Initial Read _____
Meter # _____ End Point # _____
Mustang Representative: _____

***Our technicians will install the hydrant meter onto the requested fire hydrant. The meter will be locked at this location. Any attempt to remove the hydrant meter, or meter lock, will be deemed "tampering" and a tampering fine will be assessed. If you would like to change the location of the hydrant meter, please contact our office and we will move it for you.**

**These rates are subject to change. Mustang SUD reserves the right to change these rates.*

Water Usage Rates*:

Rates per 1,000 gallons:

Mustang SUD \$4.52 Deposit: \$2,700.00
Savannah \$4.52 Deposit: \$2,700.00

HYDRANT METER USE AGREEMENT

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 \$258.01 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.**

**These rates are subject to change. Mustang SUD reserves the right to change these rates.*

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.
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.
9. The CONTRACTOR has this day **deposited** with Mustang the sum of **Two Thousand Seven Hundred Dollars (\$2,700.00)**, 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 \$2,700 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. 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.
 - (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.
11. **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.

12. 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.
13. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the State of Texas.
14. 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

15. 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.
 16. 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.
 17. 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.
 18. 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, lightning, 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: _____

**EXHIBIT "A"
TO
NON-STANDARD SERVICE CONTRACT**

(
PROPERTY DESCRIPTION)

**EXHIBIT "B"
TO
NON-STANDARD SERVICE CONTRACT**

(_____)
PRO-RATA FEE FORMULA

Acres in connecting applicant's development.

Total potential acres served by the Off-Site Facilities constructed by Developer.

(x) Actual cost of the Off-Site Facilities

(=) Pro-Rata Fee

(less)

Total acres in the Development.

EXAMPLE:

<u>100(a)</u>		(x) \$50,000.00(d)		(=) \$12,500.00(e)
500(b) (-) 100(c)				

Where:

- (a) = Acres in connecting applicant's new development.
- (b) = Total potential acres served by the Off-Site Facilities constructed by Developer as determined by the District's engineer.
- (c) = Total acres in the Development.
- (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.

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 _____ §

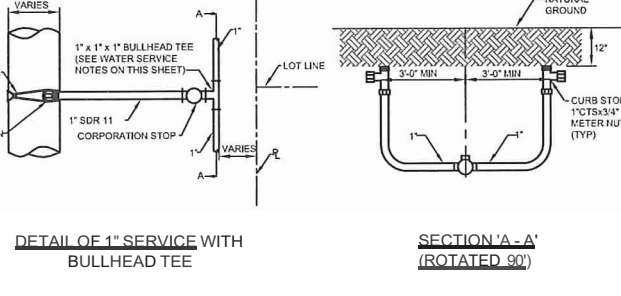
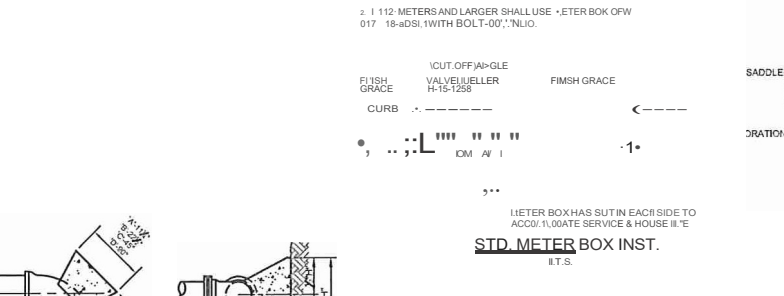
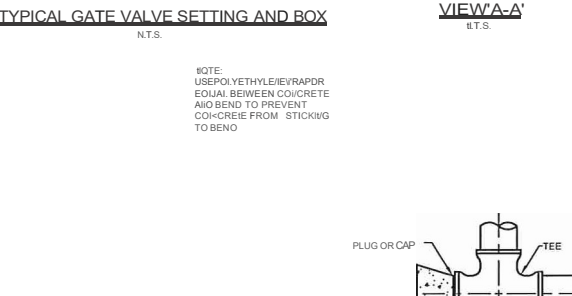
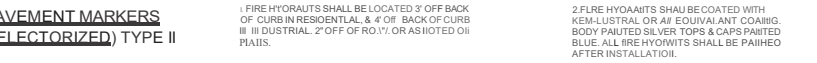
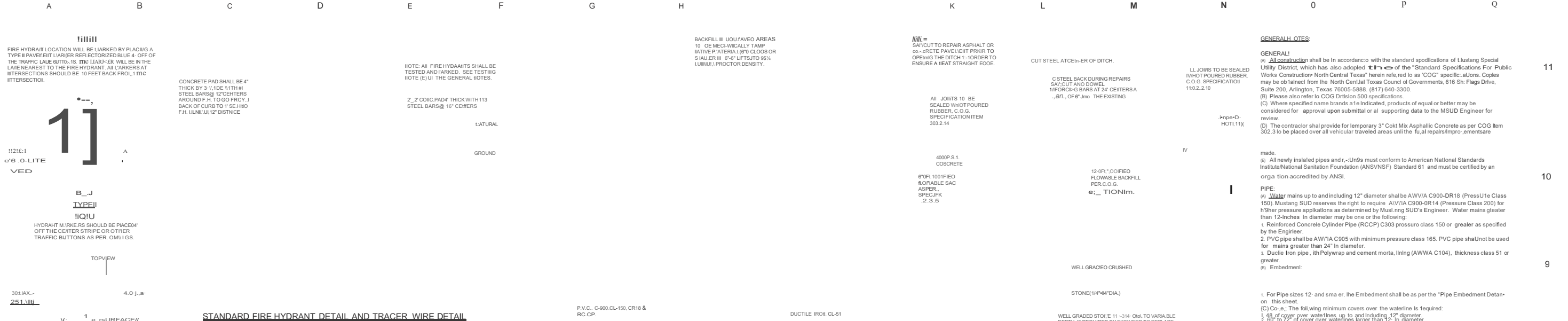
This instrument was acknowledged before on _____, 2007, by _____, the _____ of _____, on behalf of and with authority of said entity.

Notary Public, State of Texas

Exhibit A

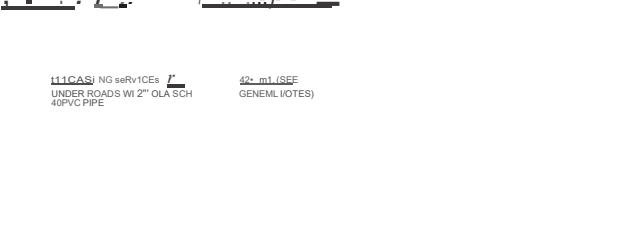
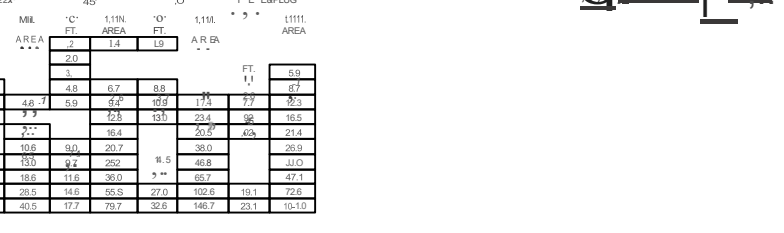
APPENDIX C.

Water Standard Details and Wastewater Standard Details



PIPE SIZE INCH	AREA FT.	WEIGHT LB.	PER LINEAL FOOT
1/4"	0.01	0.08	0.14
3/8"	0.02	0.24	0.44
1/2"	0.05	0.54	1.00
3/4"	0.08	0.90	1.66
1"	0.11	1.26	2.33
1 1/4"	0.16	2.16	4.00
1 1/2"	0.20	2.88	5.33
2"	0.31	5.40	10.00

PIPE SIZE INCH	AREA FT.	WEIGHT LB.	PER LINEAL FOOT
2 1/2"	0.44	8.10	15.00
3"	0.71	13.50	25.00
3 1/2"	0.95	18.00	33.33
4"	1.26	23.40	44.00
4 1/2"	1.57	28.80	53.33
5"	1.96	35.40	65.00
6"	3.14	58.80	110.00
8"	5.03	93.60	176.67
10"	7.85	140.40	270.00
12"	11.31	205.20	380.00



GENERAL NOTES:

- All construction shall be in accordance with the standard specifications of Mustang Special Utility District, which has also adopted the Standard Specifications For Public Works Construction North Central Texas, herein referred to as "COG" specific. Copies may be obtained from the North Central Texas Council of Governments, 616 Sh. Flags Drive, Suite 200, Arlington, Texas 76010-5888, (817) 640-3300.
- Please also refer to COG Division 500 specifications.
- Where specified name brands are indicated, products of equal or better may be considered for approval upon submittal or as supporting data to the MSUD Engineer for review.
- The contractor shall provide for temporary 3" Cold Mix Asphalt Concrete as per COG Item 302.3 to be placed over all vehicular traveled areas until the final repairs/improvements are made.
- All newly installed pipes and fittings must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
- Water mains with up to and including 12" diameter shall be AWVA C900-DR18 (Pressure Class 150). Mustang SUD reserves the right to require AWVA C900-DR14 (Pressure Class 200) for higher pressure applications as determined by Mustang SUD's Engineer. Water mains greater than 12-inches in diameter may be one of the following:
 - Reinforced Concrete Cylinder Pipe (RCCP) C303 pressure class 150 or greater as specified by the Engineer.
 - PVC pipe shall be AWVA C905 with minimum pressure class 185. PVC pipe shall not be used for mains greater than 24" in diameter.
 - Ductile iron pipe, with Polywrap and cement mortar lining (AWWA C104), thickness class 51 or greater.
 - Embedment:
- For pipe sizes 12" and smaller, the Embedment shall be as per the "Pipe Embedment Detail" on this sheet.
- Coatings: The following minimum covers over the waterline is required:
 - 48" of cover over waterlines up to and including 12" diameter.
 - 60" to 72" of cover over waterlines larger than 12" diameter.
- Water mains with cover 72" or more shall be approved by the Mustang SUD Engineer. The minimum cover over water mains shall be 4 feet, unless approved otherwise by the Mustang SUD Engineer. Approved mains with less than 3.5 feet of cover shall be capped as per the "Cap Detail" on this sheet.

(D) Storage: 1. PVC water pipe is allowed to be stored a maximum of six (6) months without cover. Thereafter it should be covered or kept away from sunlight and protected from other elements.

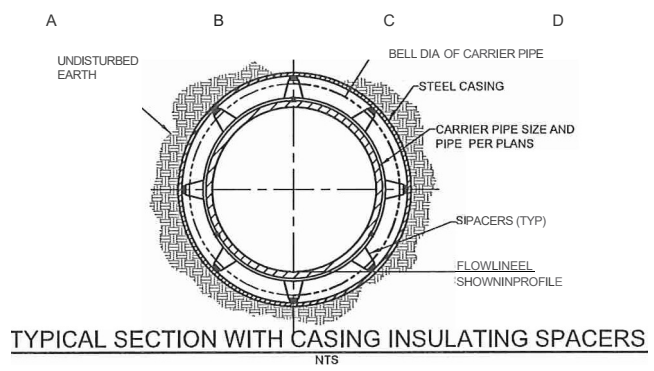
(E) Installation: 1. Blue PVC water pipe is required for the installation. The Contractor is responsible to install the pipe in a way that the writing on the pipe is installed on the side up and is readable from the top of the ditch. 2. All water mains, valves, fittings, etc. made of ductile iron or ferrous metal shall be wrapped with 8 mil. PolyMap.

(F) The pipe shall have beveled or chamfered ends according to manufacturer recommendations.
- When using MJ fittings,
 - Casings: When PVC water pipe is installed in casing, spacers must be used to prevent damage to the pipe and bedding during installation. PVC pipe shall not rest on the bells. Plastic spacers such as RACI or approved equal shall be used.
- FITTINGS:
 - The Contractor shall use cast iron or ductile iron fittings, complete with Polywrap.
 - All fittings shall be MJ unless specified otherwise.
 - All fittings shall be blocked as per the details on this sheet.
 - Please also refer to COG Item 502.5.2 specifications.
- Restraint glands or other devices may be required.
- 90-degree elbows are prohibited without approval of MSUD Engineer.
 - Install 12" x 12" x 3" concrete block under fittings installed on PVC pipe.
- Valves:
 - Installed on waterlines 12" in diameter or less shall be vertical gate valves.
 - Valves installed on waterlines larger than 12" in diameter shall be butterfly valves. An offset vault shall be installed at the butterfly valve operator.
- All gate valves shall have non-rising stems and resilient sealed wedges.
- All valves and rue hydrants shall be in line with the property line, where possible.
- All valve locations shall be marked with "V" stamped or cut on the curb.
- Please refer to the details on this sheet and COG Item 502.6.2 & 502.6.5 specifications.
 - Install 12" x 12" x 3" concrete block under fittings installed on PVC pipe.
- TESTING:

The following tests shall be performed:

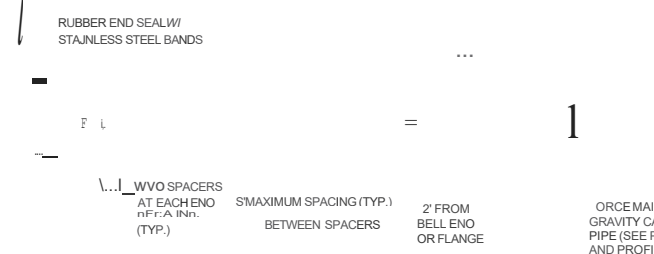
 - Hydrostatic test as per COG Item 506.5 specifications.
 - Sanitization shall follow as per COG Item 506.7 specifications and as approved by the MSUD Engineer.
 - All temporary test joints to have corporation stops at the main. All temporary testing & chlorination points shall be removed at the corporation, prior to final acceptance.
 - The Contractor shall take a sample of water from a tap on a sterilized main. In the presence of a MSUD Representative and submit the sample(s) to an approved Testing Laboratory for analysis. After receiving approved sample the Contractor along with MSUD Representative shall replace sterilized lines into service.
 - All fire hydrants shall be now and pressure tested and marked (leg and color coded paint) in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants - latest edition. Copies of each test report for each fire hydrant, including a map showing the location of the fire hydrant being flow tested and the location of the pressure hydrant, shall be provided to Mustang SUD prior to acceptance of the system and the beginning of service. See WATER STANDARD DETAILS II for Fire Hydrant Flow Test Report form.
- FRANCHISE UTILITIES
 - Other utilities such as gas, electric, telephone, cable, etc. shall not be installed in the same trenches as water services.

DATE	BY	REV	REVISION
04-16-14	WOO	11	Add (E) Fire Hydrant Testing Requirements
10-23-12	WDO	10	Add Franchise Utilities Note
09-21-12	WDD	9	Rev Saddle Part Numbers and Add Note 17.

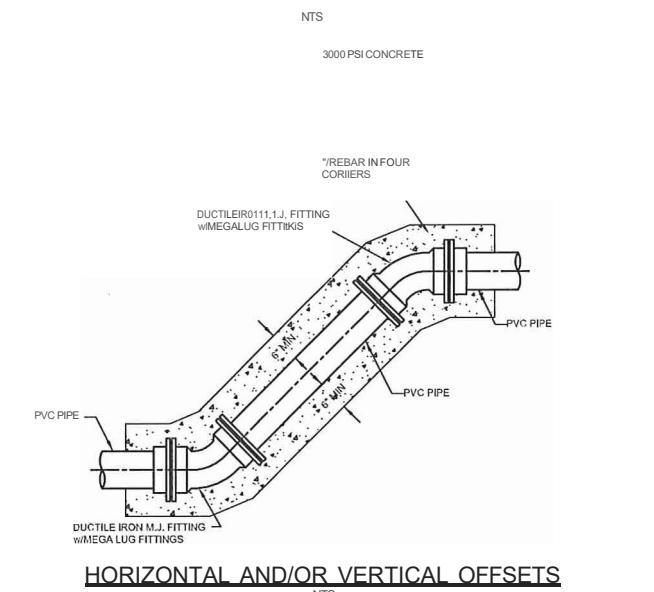


TYPICAL SECTION WITH CASING INSULATING SPACERS
NTS

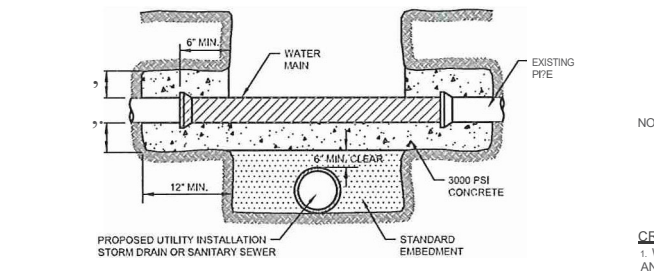
- CASING NOTES:**
- CASING SPACERS SHALL BE USED TO INSTALL CARRIER PIPE INSIDE THE ENCASUREMENT PIPE. TO PROVIDE SUPPORT AROUND THE PERIPHERY OF THE PIPE SHOULD THE PIPE TWIST AS IT IS PUSHED THROUGH THE CASING, THE SPACERS SHALL BE OF A PROJECTION TYPE THAT HAS A MINIMUM NUMBER OF PROJECTIONS AROUND 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.
 - 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 SPACERS 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.
 - SPACERS SHALL BE RACI HIGH DENSITY POLYETHYLENE OR AS APPROVED BY MSUD ENGINEER.



TYPICAL PIPE CASING DETAIL AT ROADWAY
NTS

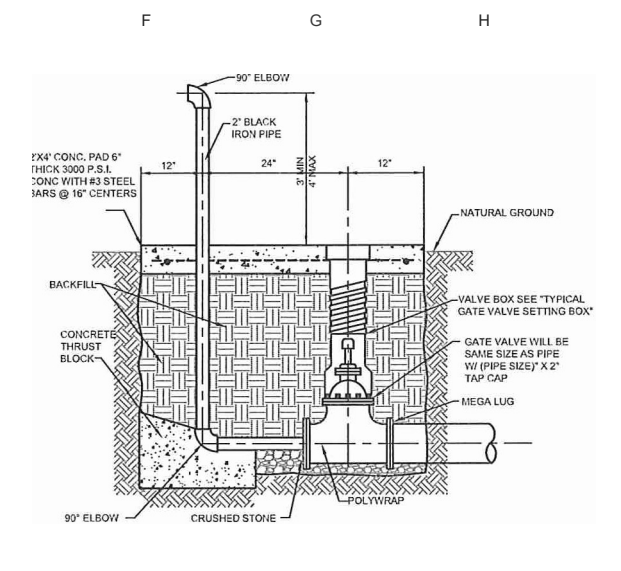
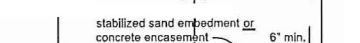


HORIZONTAL AND/OR VERTICAL OFFSETS
NTS



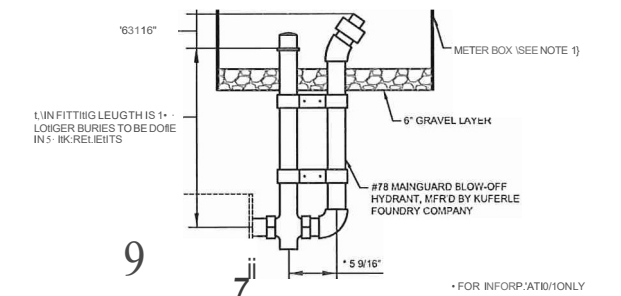
NOTE:

CROSSING UTILITY NOTES:
1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE



FLUSH VALVE NOTES:
1. ALL FITTINGS, CAP & PLUGS TO BE POLY WRAPPED.

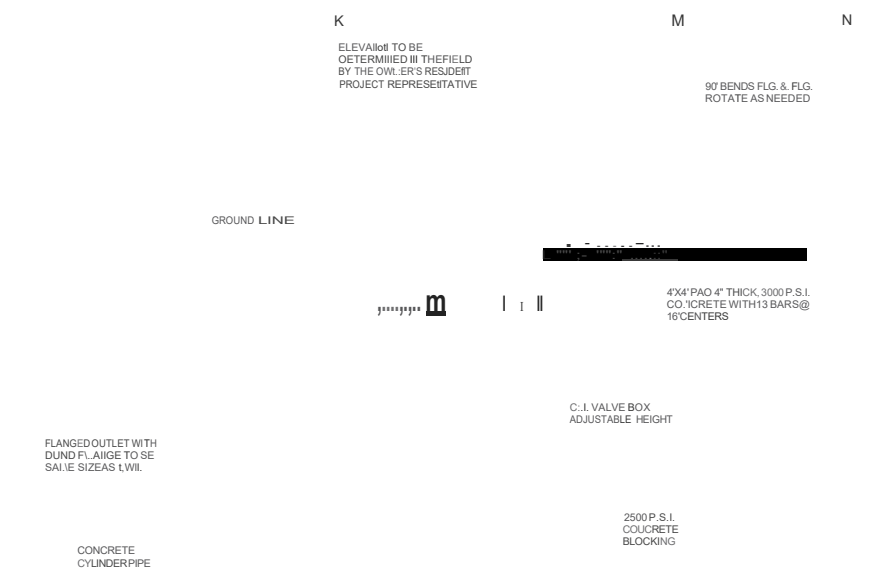
RURAL FLUSH VALVE
NTS



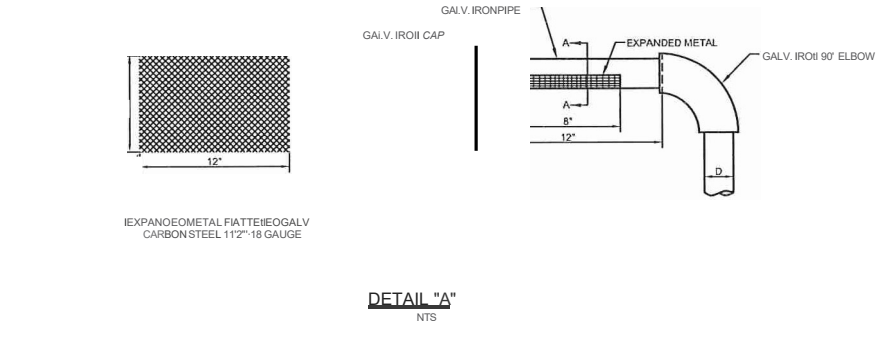
RESIDENTIAL FLUSH VALVE
NTS

METER BOX SPECS:
1. RESIDENTIAL FLUSH VALVE SHALL BE COVERED WITH RESIDENT METER BOX. RESIDENTIAL METER BOX SHALL BE MODEL NO. 01730-18-6DSL1 WITH SOLT-001N LID AS MANUFACTURED BY DFW.

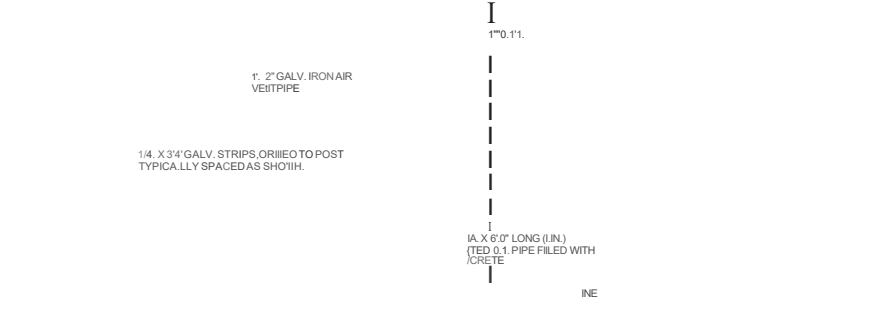
110 OF WATER (W/ SIZE VARIES)



IRON PIPE BLOW-OFF DETAIL
NTS



DETAIL "A"
NTS



- 1 - 2" GALV. IRON AIR VENT PIPE TO BE COATED W/ MASTIC
- 1" x 2" COMBINATION AIR RELEASE VALVE (APCO NO. 143C-145C OR EQUAL)
- 2" IRON TO IRON UPUNG

POTABLE WATER MAIN

Water main crosses a waste/water main laterally and nine foot

Sample Fire Hydrant Flow Test Report

Fire Hydrant Flow Test Report (NFPA 291)

Turbidometer: _____ T: _____ IL

Reported by: _____

Meter: SUOW11en

Pvrf-OstolTeal

Hydrant Location: _____

Flow Test Results:

Flow Test 1	Flow Test 2	Flow Test 3	Flow Test 4
_____	_____	_____	_____

Station: _____ w AtsiffiB: _____

Pressure: 20FIIRu/Ciu.i _____ gpm: Of@ _____ ps: 1Re1:J _____ .om

Run Time: _____

Location: p. Siloith*11ft andd-11nte toorullfdr:stiof In Idal. Shew v1 -astidhyd Wmnd1rfe. I temorth s...o... ifrdian13-LzieIA. A. Stow \$Gulen...-s and rdual-FOC: B.

Ind...:118 Hyd 1 _____ Othej/Imf: _____

NOTE: MU hv.d.cfeiteOfa:he/Wise p.OVi ef m ftdrepcntothd Justa -a St-c-11 UHtl Dwid. priofo tocpa,Keeofhe17Slem atK ll.vfink-g orV-rvice.

7

6

5

4

DATE	BY	REV	REVISION
07-03-14	WOD	•	Revise Water/Wastewater Crossing Detail
4-16-14	WDD	1	Add Fire Hydrant Flow Test Report form
2-7-14	WOO	6	Remove Fire line Assembly Deta11
6-11-10	WDD	5	Rev Details and Notes
7-14-07	SRF	4	Rev Details and Notes

TJIWG MUSTANG SPECIAL UTILITY DISTRICT

Spiral Utility Distr-1

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 below.

Water Main

Equal Equal Minimum 2.5 sack cement

LV. IRON PIPE COPPER TO IRON ELL

CEIVED FROM: USTA JGSPECIAL UTILITYDISTRICT.

L. SUND FLANGE DRILLED & TAPPED FOR SIZE AS DESIGNATED ON FLANS.
STEEL BOLTS & FLANGE COVERED WITH CONCRETE MORTAR

FIG. 5.

THIS SHEET
IS AUTHORIZED FOR
USE IN THE

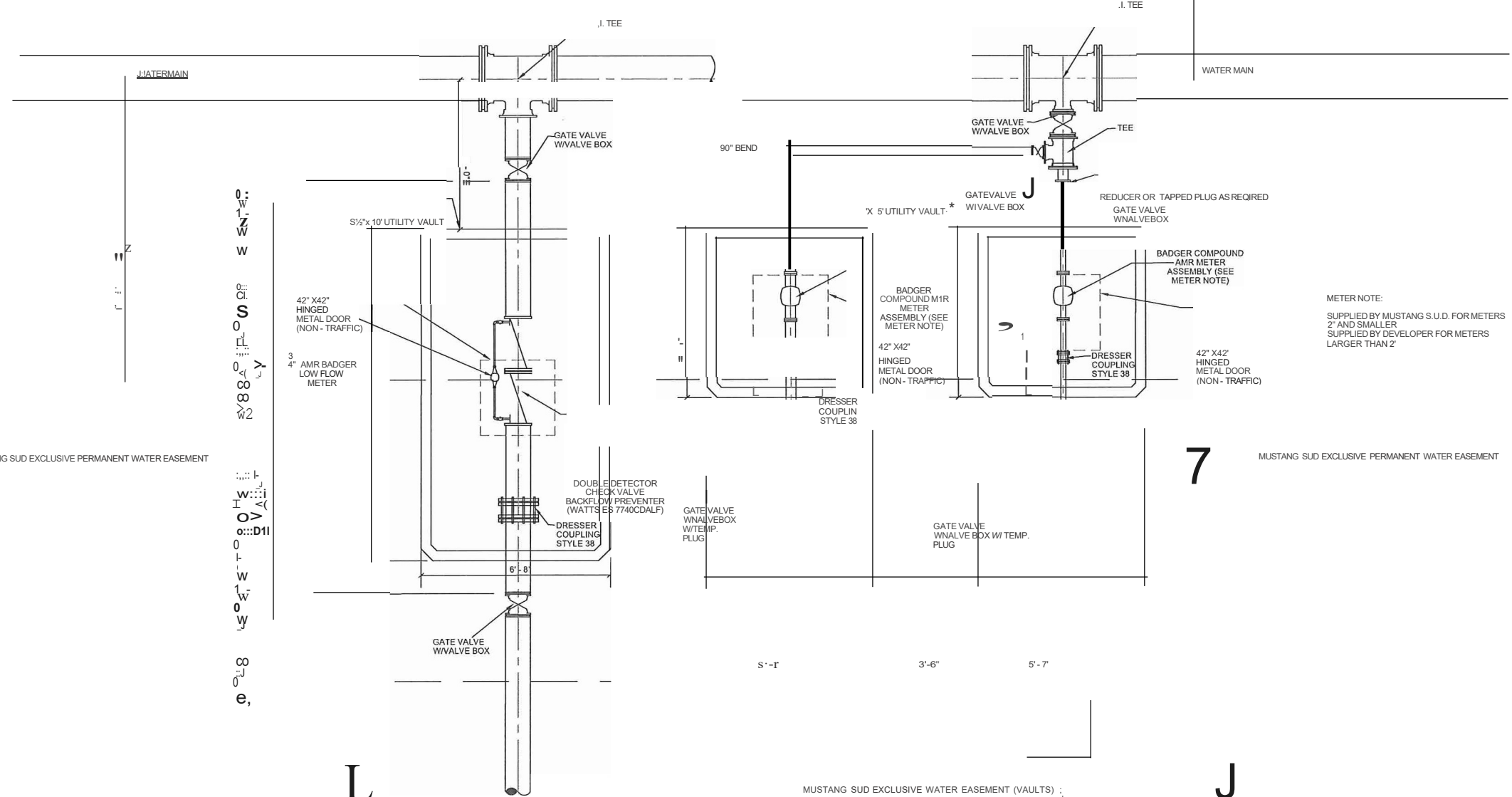
PROJECT BY THE
SIGNIFY THE
DESIGNER'S
DATE, 3 JULY 1964

FOR THIS LISTENING PRECINCT UTILITY DISTRICT STAIR AID ARDDE

WATER STANDARD DETAILS

HEADTAILS JOINTS: THIS SHEET HAS BEEN DIVIDED INTO SECTIONS FROM THE

MUSTANG SUD EXCLUSIVE PERMANENT WATER EASEMENT



METER NOTE:
SUPPLIED BY MUSTANG S.U.D. FOR METERS
2" AND SMALLER
SUPPLIED BY DEVELOPER FOR METERS
LARGER THAN 2"

7

MUSTANG SUD EXCLUSIVE PERMANENT WATER EASEMENT

08-11-14	WDD	Revised Notes	
06-11-13	WDD	Revised Notes	
09-20-12	WDD	Revised Detail	
DATE	BY	REV	REVISION

T.HifiG MUSTANG SPECIAL
UTILITY DISTRICT
Spulal Uilitr Oistrkl

METER & DCDA NOTE:

- MUSTANG S.U.D. DOES NOT SUPPLY ANY TYPE OF DCDA.
- MUSTANG S.U.D. WILL SUPPLY METERS UP TO 2".
- MUSTANG S.U.D. WILL SUPPLY A CHECK VALVE FOR RESIDENTIAL METERS ONLY.

PLAN VIEW

NO SCALE

- NOTE:
- ALL WORK NOT SPECIFICALLY IDENTIFIED AS BEING SUPPLIED BY MUSTANG S.U.D. SHALL BE COMPLETED AT OWNER'S EXPENSE.
 - CONCRETE VAULTS WILL HAVE A 4" NON-TRAFFIC LID SECTION.
 - THE CONCRETE VAULTS SHALL BE EQUAL TO THAT AS DESIGNED AND MANUFACTURED BY HIII COUNTRY CONCRETE PRODUCTS, INC., OF KYLE, TEXAS.

VAULT SIZE MAY VARY DEPENDING UPON METER SIZE.

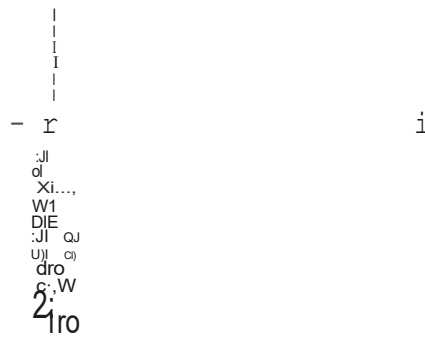
:EDM A Chris Boyd

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 M.T. REDEMO FROM MUSTANG SPECIAL UTILITY DISTRICT.

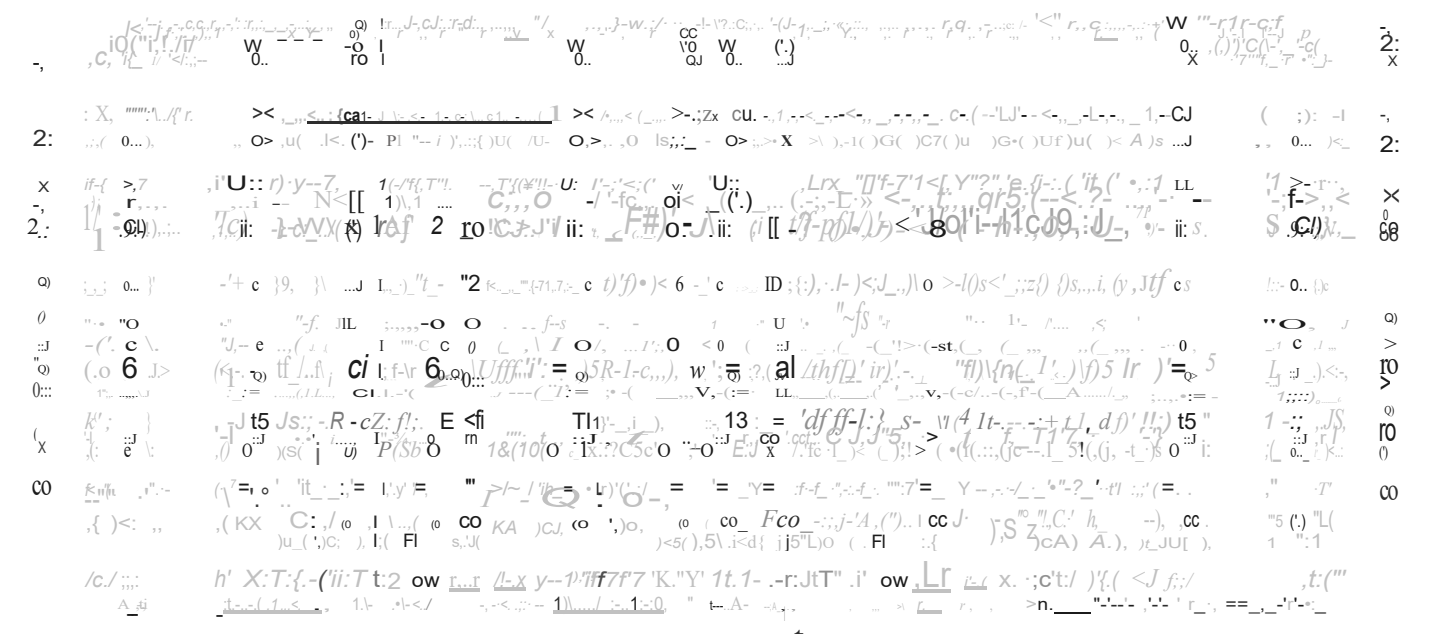
DESIGN DRAWN APPR. SCALE: DATE | SHT NO. CRS V,JD N.T.S. SEPT 2012



Extend gravel 12" beyond edge of concrete vault

8" x 8" Tee, MJ x MJ

2'-0"



1

2

3

4

5

6

7

8

9

10

11

METER & DCDA NOTE:
1. MUSTANG S.U.D. WILL NOT SUPPLY ANY METERS NOR DCDA LARGER THAN 2".

8" x 8" Tee, MJ x MJ

5.00'

42" Hinged Metal Door (Non-Traffic)

42" x 42" Hinged Metal Door (Non-Traffic)

3.50'

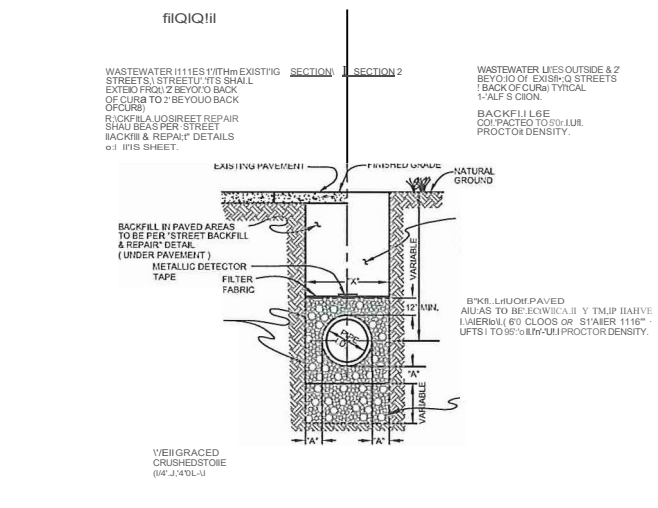
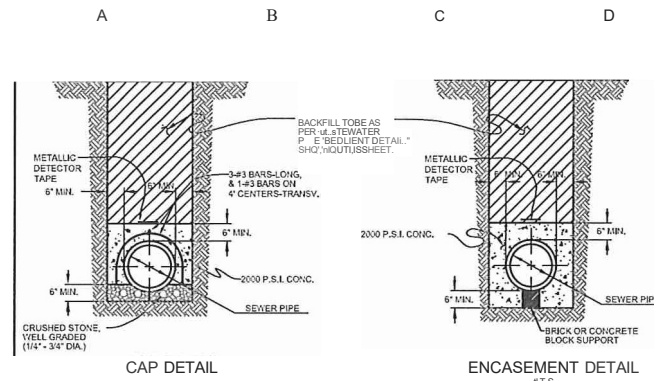
Note:

- All work not specifically identified as being supplied by Mustang S.U.D. shall be completed at owner's expense.
- Concrete vault shall have an 8" traffic lid.
- The concrete vaults shall be equal to that as designed and manufactured by Hill Country Concrete Products, Inc. of Kyle, Texas.
- 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

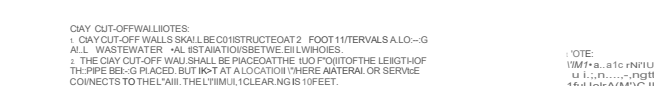
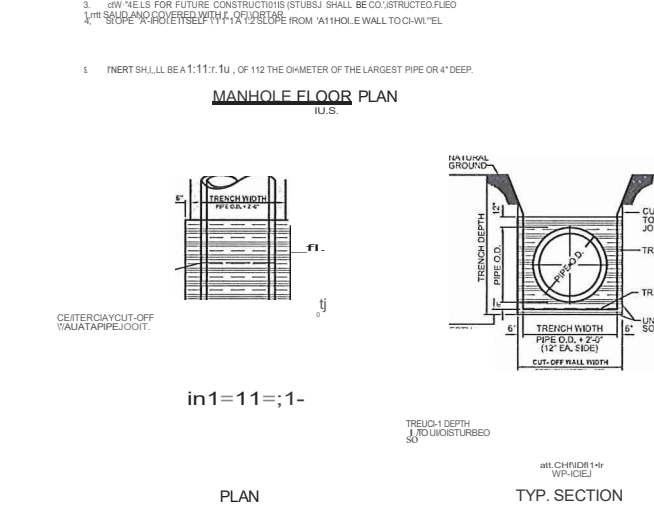
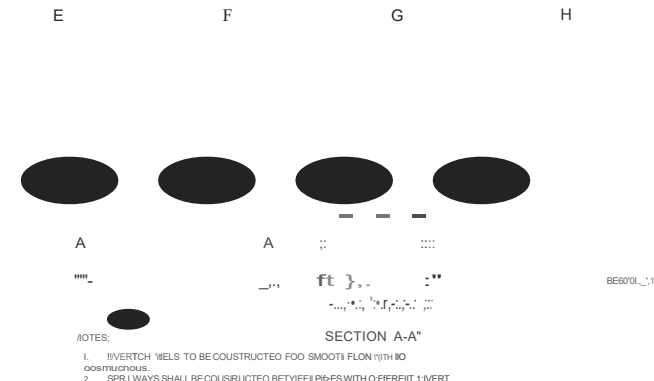
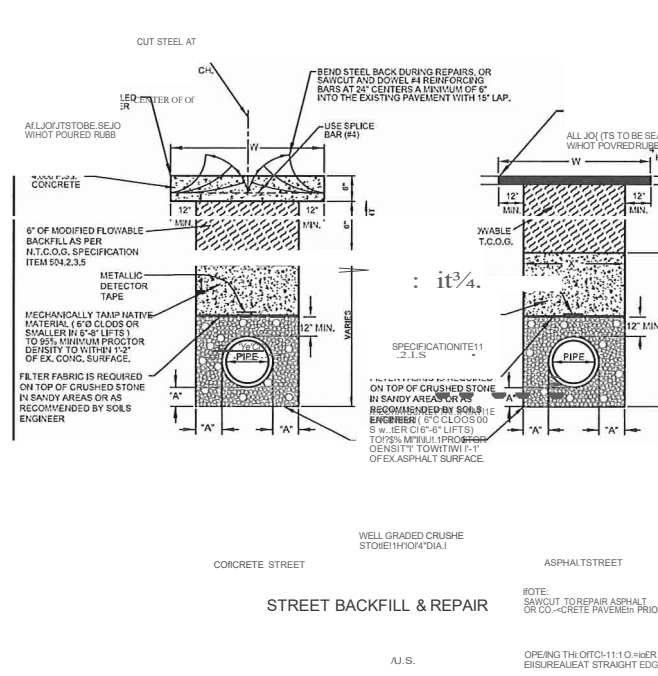
g

06-11-13 DATE WDD BY 1 REV Addmeter&DCDAncile REI/1SION

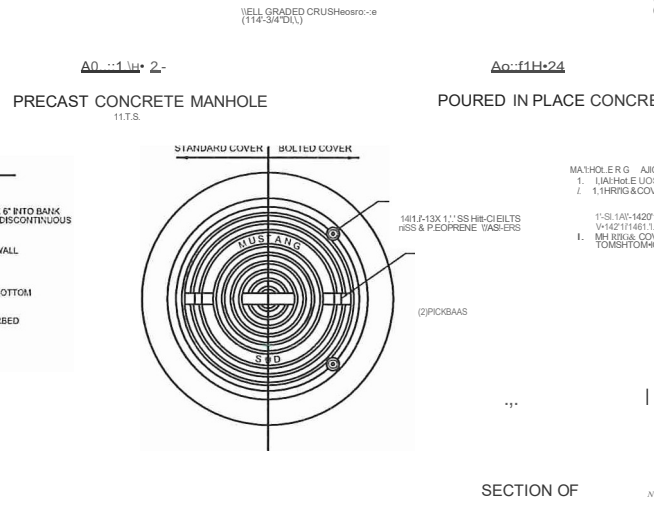
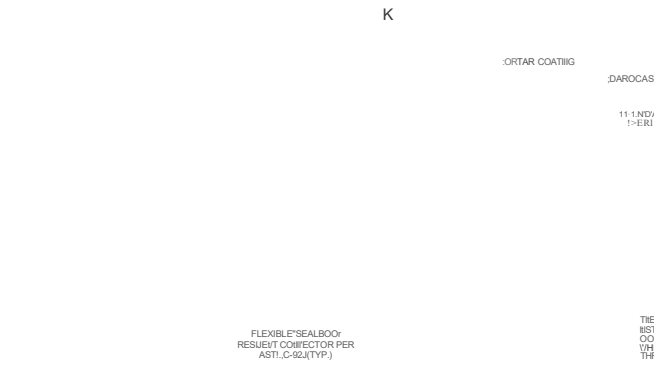
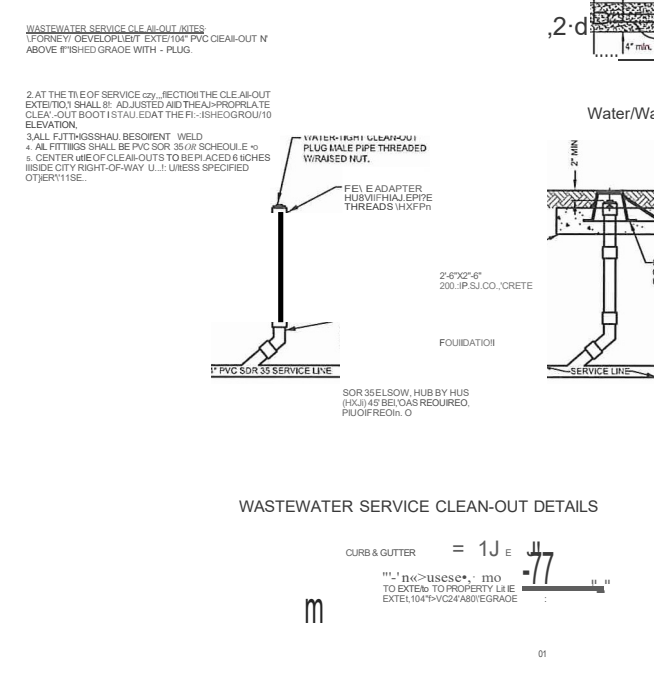
contract or shall provide all equipment, electrical and service



WASTEWATER PIPE LINE EMBEDMENT DETAIL EYCS D R-26 & SDR-35

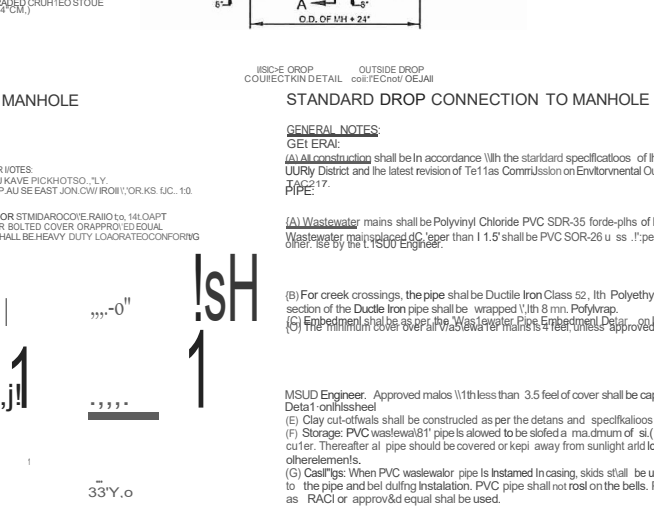
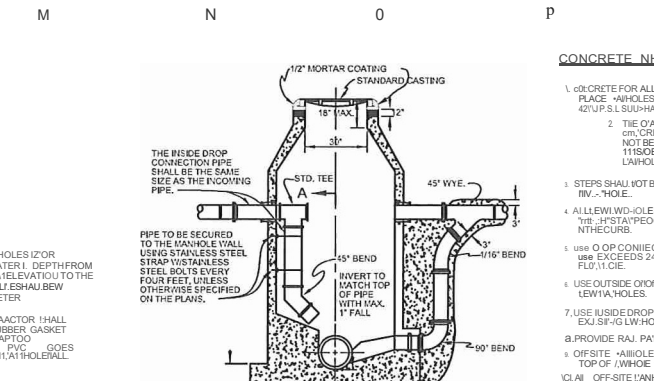
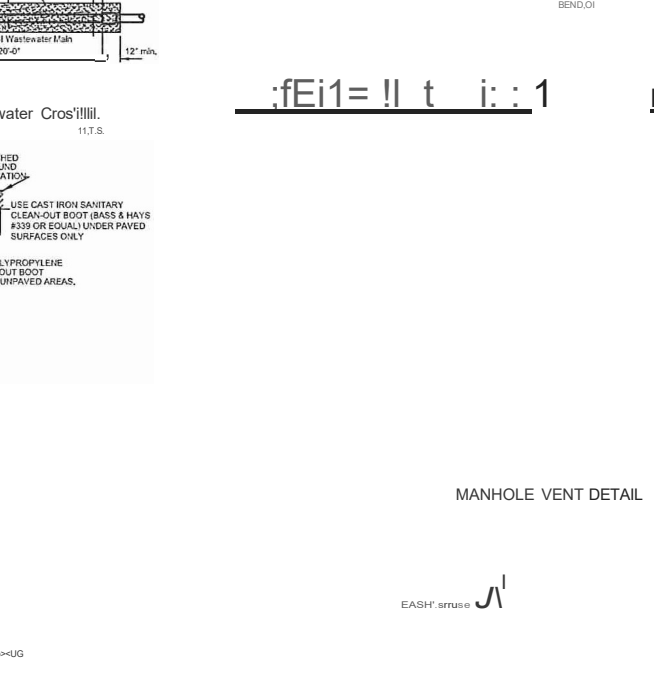


WASTEWATER SERVICE CLEAN-OUT DETAILS



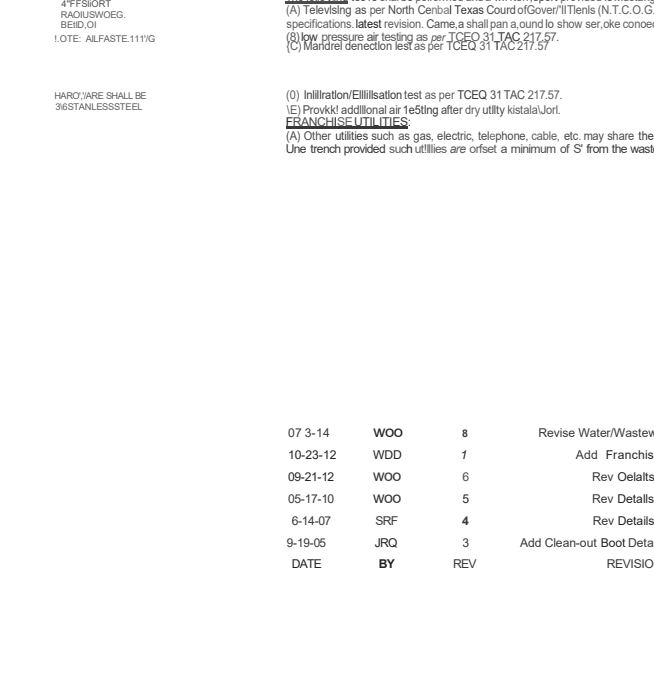
MANHOLE COVER

SECTION OF MANHOLE RING



CONCRETE WHOLE NOTES

STANDARD DROP CONNECTION TO MANHOLE



WATER/WASTEWATER CROSSING

NORMAL SIZE OF PIPE IN INCHES	O.D. OF PIPE BELL IN INCHES (PVC-SDR35)	MINIMUM TRENCH WALL CLEARANCE "A" IN INCHES	WIDTH OF TRENCH (X) IN INCHES		WIDTH OF PVMT. REINFORCEMENT (W) CONC. & ASPHALT IN INCHES
			MAXIMUM	MINIMUM	
4	4.67	6	24	18	42
6	6.74	6	24	19	48
8	8.99	6	24	21	48
10	11.27	6	28	24	48
12	13.27	6	30	26	50

TJ1WG MUSTANG SPECIAL UTILITY DISTRICT

APPROVED BY MSUD

DATE BY REV REVISION

07-3-14 WOO 8 Revise Water/Wastewater Crossing Detail

10-23-12 WDD 1 Add Franchise Utilities Note

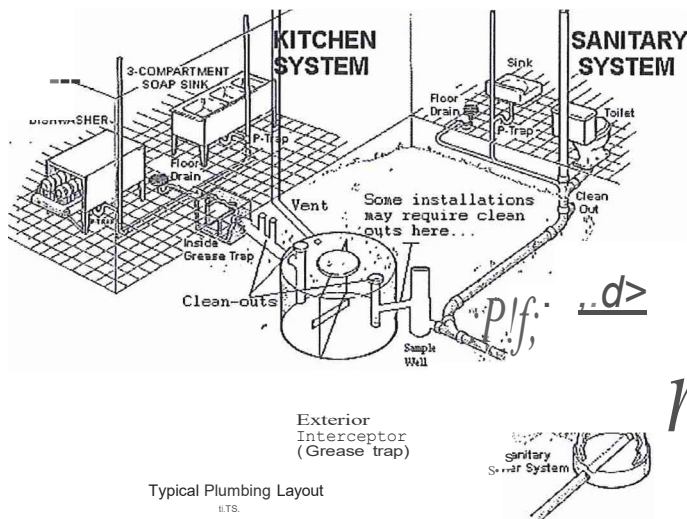
09-21-12 WOO 6 Rev Details and Notes

05-17-10 WOO 5 Rev Details and Notes

6-14-07 SRF 4 Rev Details and Notes

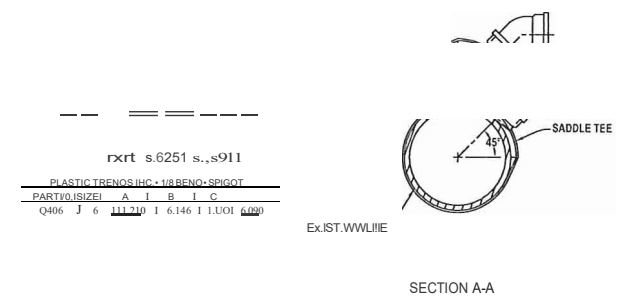
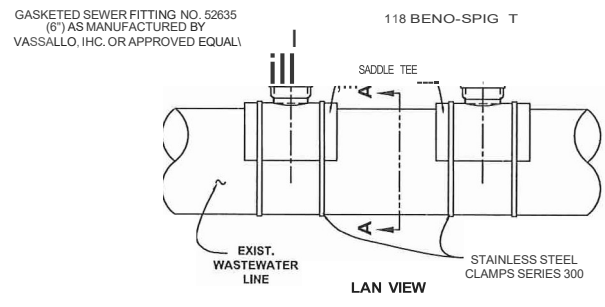
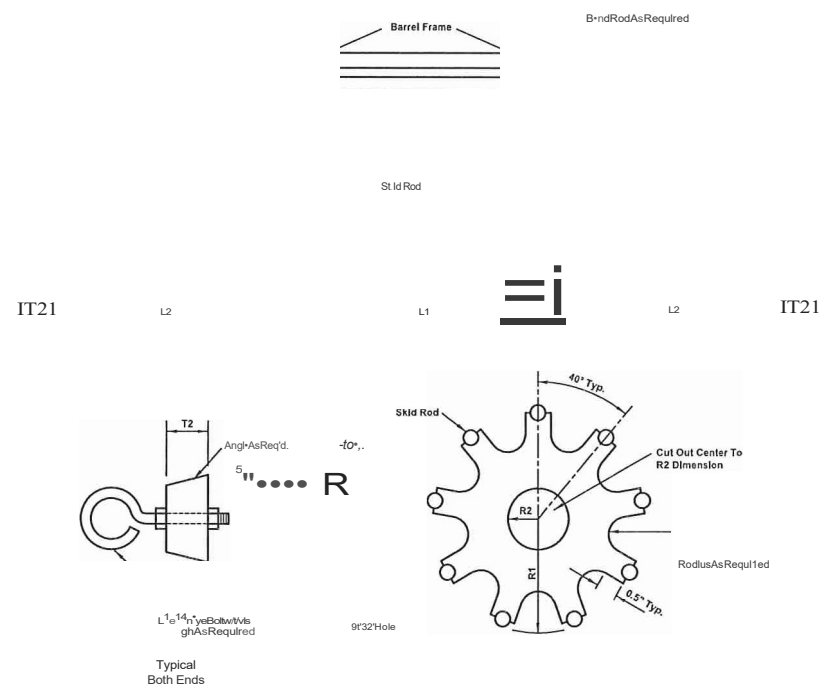
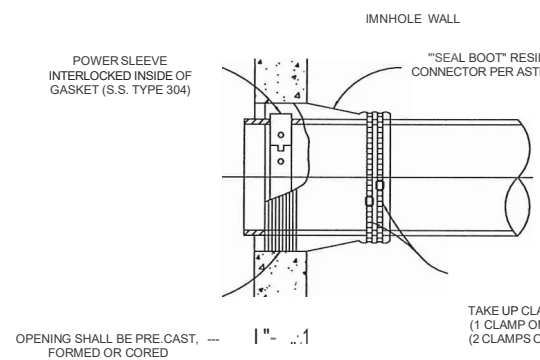
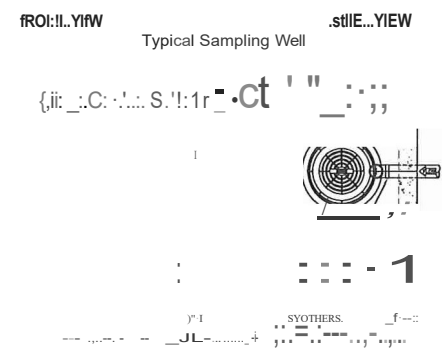
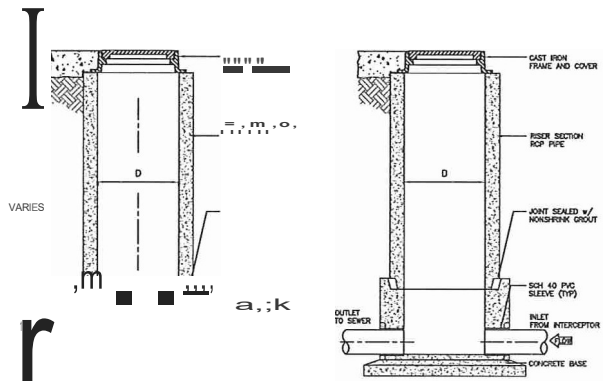
9-19-05 JRQ 3 Add Clean-out Boot Details & Rev Pipe Note "A"

DATE BY REV REVISION



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.



- 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.
 4. THOROUGHLY CLEAN AND DRY THE MATING SURFACE WITH RAG OR PAPER TOWEL MAKE SURE THEY ARE FREE OF DUST AND MOISTURE.
 5. MARK THE SIZE OF THE HOLE TO BE CUT USING THE GASKET SKIRT OR THE SADDLE ITSELF AS THE TEMPLATE.
 6. SAW OUT THE SECTION OF THE PIPE WHERE THE SADDLE WILL BE LOCATED, WITH A SABER OR KEY HOLE SAW.
 7. TEST TO MAKE SURE SADDLE FITS HOLE PROPERLY.
 8. SERVICE PIPE SHALL NOT EXTEND MORE THAN ONE-HALF INCH INTO THE MAIN.
 9. 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

DATE	BY	REV	REVISION
10-16-13	WOD	1	Add Grease Trap Details

PIPE WHILE TIGHTENING THE CLAMPS AS INDICATED ABOVE. DO NOT OVER TIGHTEN. 00 NOT

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. TOH. 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 MGI, 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 TVSSHWAIOX 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 $\frac{1}{2}$ inch. The minimum diameter for conduit in or under slab shall be $\frac{3}{4}$ 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-SE or A-HCI-IOE. 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 TVSIHWAS0X 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