



Contract Approval & Authorization Form

General Statement: This form is to be attached to all contracts to record the review and approvals necessary to ensure proper review of content and fulfillment of legal and procedural requirements set forth.

- YES** **NO** (Check appropriate box ☒)
1. ☒ ☐ This contract requires by Statute or Charter the approval of City Council.
2. ☐ ☐ This contract requires by Statute, Charter or policy the approval of the City Manager.
3. ☐ ☐ This contract requires by Statute, Charter or policy the approval of the Department Head.

Additional Requirements/Attachments (Check appropriate box(es) ☒)

- ☐ If the answer to question 1 is yes, an enacted Resolution or Ordinance certified by the City Secretary must be attached prior to final signature.
- ☐ If the answer to question 1, 2 or 3 is yes, the City Attorney and Finance Director and/or Budget Officer must review and approve for substance (content) and legal (law) compliance.

Certifications (signature required)

As the **Division/Department Head** (Director/Manager/Supervisor), I have reviewed the request for accuracy and budget compliance.

Signature: [Signature] Date: 7/30/15 Please print name: Jeff Price

As the **Budget Officer**, I verify funding is available in the current year budget for this request.

Signature: _____ Date: _____ Please print name: _____

As the **City Attorney**, or his designee, I represent that the contract has been reviewed as to form and is compliant with law and Ordinance/Resolution/legislation as drafted and presented to City Council.

Signature: [Signature] Date: 8-3-15 Please print name: Steven Wood

As the **City Secretary**, I attest that the attached Ordinance/Resolution or Minutes of the City attests to the approval of City Council.

Signature: _____ Date: _____ Please print name: _____

TRINITY RIVER AUTHORITY OF TEXAS - MOUNTAIN CREEK
REGIONAL WASTEWATER SYSTEM SECOND SUPPLEMENTAL CONTRACT
(CITY OF MANSFIELD, TEXAS)

THE STATE OF TEXAS :

TRINITY RIVER AUTHORITY OF TEXAS :

THIS TRINITY RIVER AUTHORITY OF TEXAS - MOUNTAIN CREEK REGIONAL WASTEWATER SYSTEM CONTRACT (CITY OF MANSFIELD, TEXAS) (the "Contract") made and entered into as of the 1st day of December, 2015, by and between TRINITY RIVER AUTHORITY OF TEXAS (the "Authority"), an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 518, Acts of the 54th Legislature of the State of Texas, Regular Session, 1955, as amended (the "Authority Act"), and the CITY OF MANSFIELD, in Johnson, Tarrant and Ellis Counties, Texas (the "Second Additional Contracting Party").

WITNESSETH:

WHEREAS, the Second Additional Contracting Party is a duly created city and political subdivision of the State of Texas operating under the Constitution and laws of the State of Texas; and

WHEREAS, the Authority and the Second Additional Contracting Party are authorized to enter into this Contract pursuant to the Authority Act, Texas Water Code Chapter 30, Texas Local Government Code Chapter 552, and other applicable laws; and

WHEREAS, pursuant to the Trinity River Authority of Texas - Mountain Creek Regional Wastewater System Contract (Cities of Grand Prairie and Midlothian, Texas)(the

"Initial Contract") by and among the Authority and the Cities of Grand Prairie ("Grand Prairie") and Midlothian ("Midlothian"), Texas (collectively, the "Initial Contracting Parties"), entered into as of March 1, 2002, the Authority heretofore acquired certain existing Wastewater facilities from and assumed the rights and obligations of the Initial Contracting Parties with respect to a new 3.0 million gallons per day Wastewater treatment plant and constructed improvements and extensions thereto as deemed necessary or appropriate, all of which constitutes a regional wastewater transportation and treatment system to initially serve the Initial Contracting Parties and, additional, other Contracting Parties (the "System"); and

WHEREAS the elements of the System acquired by the Authority pursuant to the Initial Contract are described in an engineering report of Schrickel, Rollins and Associates, Inc., entitled "Mountain Creek Regional Wastewater System Engineering Report", dated February, 2002, (the "SRA Engineering Report"), which elements included an existing 0.9 million gallons per day Wastewater treatment plant then owned by Midlothian (the "Existing Wastewater Treatment Plant") and specific facilities for the transportation of Wastewater of the Initial Contracting Parties, which were then owned by Grand Prairie and Midlothian (the "Wastewater Transportation Facilities"); and

WHEREAS a certain element of the System acquired and constructed by the Authority was a 3.0 million gallon per day Wastewater treatment plant (the "New Wastewater Treatment Plant") described in the SRA Engineering Report; and

WHEREAS, the SRA Engineering Report, including all amendments and supplements thereto made prior to the execution of acquisition and construction contracts for the System and as changed by change orders entered after acquisition and construction contracts for the System had been executed, are hereinafter collectively called the "Engineering Report"; and

WHEREAS, the Initial Contract makes provision for Additional Contracting Parties to become Contracting Parties with substantially the same rights and obligations as each of the Initial Contracting Parties, upon the execution of a contract similar to this Contract; and

WHEREAS, as permitted by, and pursuant to the terms and conditions of, the Initial Contract, the Authority and the City of Venus heretofore entered into the Trinity River Authority of Texas - Mountain Creek Regional Wastewater System Contract (City of Venus, Texas) (the "Venus Contract"), dated as of December 1, 2009, pursuant to which the City of Venus became an Additional Contracting Party; and

WHEREAS, this Contract makes provision for the issuance by the Authority of an installment or installments of Bonds, under certain circumstances, to provide part of the money to acquire, construct and complete the System, and thereafter makes provision for the Authority to issue a subsequent installment or installments of Bonds for the improvement, expansion, extension, maintenance, repair or replacement thereof as needed to serve the Initial Contracting Parties and any Additional Contracting Parties.

WHEREAS, the City of Mansfield ("Second Additional Contracting Party"), has requested to become an Additional Contracting Party of the Trinity River Authority Mountain Creek Regional Wastewater System; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority agrees to provide Wastewater transportation and treatment services of the System to the Second Additional Contracting Party under this Contract, and to issue its Bonds from time to time, upon and subject to the terms and conditions hereinafter set forth, to-wit:

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(a) "Additional Contracting Party" means any party which is not then a Contracting Party with which the Authority makes a contract similar to this Contract for providing services of the System, provided that after execution of any such similar contract such party shall become one of the Contracting Parties for all purposes of this Contract, unless otherwise specifically provided herein.

(b) "Adjusted Annual Payment" means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Contract.

(c) "Advisory Committee" means the committee created to consult with and advise the Authority with respect to the System as provided in Section 11 of this Contract.

(d) "Annual Payment" means the amount of money to be paid to the Authority by each of the Contracting Parties during each Annual Payment Period as its proportionate share of the Annual Requirement.

(e) "Annual Payment Period" means the Authority's Fiscal Year, which currently begins on December 1 of each calendar year and ends on the last day of November of the next calendar year.

(f) "Annual Requirement" means the total amount of money required for the Authority to pay all Operation and Maintenance Expenses of the System, to pay the debt service on its Bonds, to pay or restore any amounts required to be deposited in any special, contingency, or reserve funds required to be established and/or maintained by the provisions of the Bond Resolutions, all as further described in Section 12(a) of this Contract.

(g) "B.O.D." (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C., expressed in milligrams per liter.

(h) "Bond Resolution" means any resolution of the Authority which authorizes any Bonds.

(i) "Bonds" means all bonds, including extendable commercial paper, hereafter issued by the Authority, and the interest thereon, to acquire and construct the System (including all bonds issued to complete the acquisition and construction of the System) and/or all bonds issued subsequently to improve, expand, extend, maintain, repair or replace the System, and any bonds issued to refund any Bonds or to refund any such refunding bonds.

(j) "CFR" means the Code of Federal Regulations, as amended.

(k) "Construction Fund" means the Trinity River Authority of Texas - Mountain Creek Regional Wastewater System Construction Fund described in Section 3(a) of this Contract.

(l) "Contracting Parties" means the Initial Contracting Parties together with any other party or parties which hereafter becomes one of the Contracting Parties by becoming an Additional Contracting Party.

(m) "Contracting Party" means any one of the Contracting Parties.

(n) "Contracts" means the Initial Contract, the Venus Contract, and this Contract, but subsequently will be construed to mean the Initial Contract, the Venus Contract, and this Contract together with any other contract hereafter executed between the Authority and an Additional Contracting Party pursuant to the terms of all previous Contracts.

(o) "Designated Service Area" means the area assigned to each Contracting Party as described in Attachment A attached hereto, as such described assigned area may be modified from time to time by recommendation of the General Manager of the Authority, or his designated representative, with the approval of the Advisory Committee as provided for in Section 4(a) of this Contract.

(p) "Emergency Reserve Fund" means the Trinity River Authority of Texas - Mountain Creek Regional Wastewater System Emergency Reserve Fund described in Section 3(c) of this Contract.

(q) "Engineering Report" has the meaning assigned in the preamble to this Contract.

(r) "Existing Wastewater Treatment Plant" has the meaning assigned in the preamble to this Contract.

(s) "Fiscal Year" means the fiscal year of the Authority, which currently begins on December 1 of each calendar year and ends on the last day of November of the next calendar year, as amended.

(t) "Solid waste" means wastes from the preparation, cooking, and dispensing of food, and from handling, storage, and sale of produce.

(u) "Grease" means fats, waxes, oils, and other similar nonvolatile materials in Wastewater, which are analyzed according to methods listed in 40 CFR Part 136.

(v) "Industrial User" ("IU") means any person, including but not limited to, any individual, firm, partnership, corporation, association, or any other group or combination acting as a unit, or any other legal entity, who discharges or desires to discharge industrial wastes into the System.

(w) "Infiltration" means groundwater entering the Wastewater collection system and building service lines of a Contracting Party through defective pipe, pipe joints and manhole structures below the manhole cone.

(x) "Inflow" means rainfall-related water entering the Wastewater collection system of a Contracting Party from sources such as private sewer lateral downspouts, foundation drains, yard and area drains, stormwater sump pumps, manholes, defective piping and cross connections from storm drains.

(y) "New Wastewater Treatment Plant" has the meaning assigned in the preamble to this Contract.

(z) "Operating Reserve Fund" means the Trinity River Authority of Texas - Mountain Creek Regional Wastewater System Operating Reserve Fund described in Section 3(b) of this Contract.

(aa) "Operation and Maintenance Expenses" means all costs and expenses of operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements for which no special fund is created in the Bond Resolutions, operating personnel, the cost of utilities, the costs of supervision, engineering, accounting, auditing, legal services, supplies, services, administration of the System, including the Authority's administrative overhead expenses attributable to the System, insurance premiums, equipment necessary for proper operation and maintenance of the System, and payments made by the Authority in satisfaction of judgments resulting from claims not covered by the Authority's insurance arising in connection with the operation and maintenance of the System. The term does not include depreciation.

(bb) "pH" means the common logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(cc) "Point of Entry" means the point at which Wastewater is approved by the Authority to enter the Authority's System.

(dd) "POTW" means Publicly Owned Treatment Works as defined in 40 CFR 403.

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

(ff) "Significant Industrial User" ("SIU") means, as defined in 40 CFR 403.3(v), as amended from time to time:

(1) all Industrial Users subject to "Categorical Pretreatment Standards" under 40 CFR 403.6 and CFR Chapter I, Subchapter N; and

(2) any other Industrial User that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Control Authority on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

(gg) "SRA Engineering Report" has the meaning assigned in the preamble to this Contract.

(hh) "Subordinate Contracting Party" means any party with which the Authority contracts for services of the System as provided in Section 10(b) of this Contract.

(ii) "Suspended Solids" means solids that either float on the surface or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter.

(jj) "System" means the regional wastewater transportation and treatment system described in the preamble to this Contract and in the Engineering Report, and all improvements, expansions, extensions and replacements of such facilities which are deemed necessary and

feasible by the Authority in order to transport, receive, treat, and dispose of Wastewater from Contracting Parties and to comply with the requirements of the Wastewater regulatory agencies of the State of Texas and the United States of America.

(kk) "Total Toxic Organics" means the sum of all detected concentrations greater than 10 micrograms per liter for all organic compounds classified as priority pollutants by the United States Environmental Protection Agency.

(ll) "Trunk Sewer" means any sewer in which sewage from collecting and lateral sewers is concentrated and conveyed to the System.

(mm) "Wastewater" means Sewage, Industrial Waste, Municipal Waste, Recreational Waste, and Agricultural Waste, as defined in the Texas Water Code, together with Properly Shredded Garbage and such Infiltration and Inflow that may be present.

(nn) "Wastewater Transportation Facilities" has the meaning assigned in the preamble to this Contract.

Section 2. CREATION OF SYSTEM. (a) In order to create the System as a regional wastewater transportation and treatment system for the initial mutual benefit of the Authority and the Initial Contracting Parties and, upon receipt of future consideration pursuant to subsequent contracts with any Additional Contracting Parties and any Subordinate Contracting Parties under the terms and conditions set forth in the Initial Contract, Midlothian and Grand Prairie each conveyed to the Authority their interests in the New Wastewater Treatment Plant, the Existing Wastewater Treatment Plant, the Wastewater Transportation Facilities, certain engineering service products and, in the case of Grand Prairie, a cash contribution, all as part of their consideration for the services to be provided by the System. The System, as initially contemplated in the Initial Contract, is complete and the Authority has assumed operation and ownership thereof.

(b) The Authority and the Contracting Parties agree that the Authority will choose the Consulting Engineers for the System, provided that the Consulting Engineers may be changed at the option of the Authority. The Authority agrees to issue its Bonds, payable from and secured by Annual Payments made under the Contracts, to acquire, construct, complete, improve, expand, extend, maintain, repair or replace the System in accordance with the Contracts, and the Authority agrees to issue its Bonds for such purposes when required. The proceeds from the sale and delivery of such Bonds also will be sufficient to fund to the extent deemed advisable by the Authority a debt service reserve fund, a contingency fund, and interest on the Bonds during construction; and such proceeds also will be used for the payment of the Authority's administrative overhead, expenses and costs in connection with the System (including all engineering and design costs and expenses, and the cost of the land and interests therein related to the System) and the Bonds, including, without limitation, all financing, legal, printing, and other expenses and costs related to the issuance of such Bonds and the System. Each Bond Resolution of the Authority shall specify either the exact principal amount or the maximum principal amount of the Bonds to be issued thereunder, which shall mature within the maximum period, and shall bear interest at not to exceed the maximum rates, then permitted by law, and each Bond Resolution shall create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed advisable, all in the manner and amounts as provided in such Bond Resolution. All Contracting Parties and the Second Additional Contracting Party agree that when any Bonds are actually issued and delivered to the purchaser thereof, either in connection with initially acquiring, constructing and completing the System, or subsequently for improving, expanding, extending, maintaining, repairing or replacing the System, the Bond Resolution authorizing the Bonds shall for all

purposes be deemed to be in compliance with the Contracts in all respects, and the Bonds issued thereunder will constitute Bonds as defined in the Contracts for all purposes.

Section 3. CREATION OF FUNDS. (a) The Authority heretofore created on its books a separate account to be known as the "Trinity River Authority of Texas-Mountain Creek Regional Wastewater System Construction Fund" (the "Construction Fund"). The Construction Fund shall be maintained and applied by the Authority for the sole purpose of paying the costs and administration of planning, discharge permit acquisition, design and plan-specification preparation, acquisition of land, easements and right-of-way, advertisement and evaluation of construction bids, award of construction contract, construction, construction administration and inspection related to the improvement, expansion, extension, maintenance, repair or replacement of the System as provided for in the Contracts. The Construction Fund shall be funded with the proceeds of Bonds, grants, cash contributions by the Contracting Parties, to the extent agreed to by such parties, and such other funds as may be appropriate and available for the purpose.

(b) The Authority heretofore created on its books a separate account to be known as the "Trinity River Authority of Texas-Mountain Creek Regional Wastewater System Operating Reserve Fund" (the "Operating Reserve Fund"). The Operating Reserve Fund shall be maintained and applied by the Authority for the sole purpose of paying the Operation and Maintenance Expenses of the System to the extent that Annual Payments to be made by the Contracting Parties at any time are insufficient to pay such expenses. The Operating Reserve Fund shall be funded at a level equal to one-fourth (1/4) of the Authority's estimated annual budget for Operation and Maintenance Expenses and shall be adjusted annually to contain such amount as set forth in the Annual Budget.

(c) The Authority heretofore created on its books a separate account to be known as the "Trinity River Authority of Texas-Mountain Creek Regional Wastewater System Emergency Reserve Fund" (the "Emergency Reserve Fund"). The Emergency Reserve Fund shall be maintained and applied by the Authority for the sole purpose of paying unexpected and unbudgeted Operation and Maintenance Expenses of the System. The Emergency Reserve Fund shall be funded at a level deemed advisable by the Authority and shall be adjusted annually, as appropriate, to contain such amount as is deemed appropriate for the purpose. If reduced or depleted in any fiscal year of the System, the Emergency Reserve Fund shall be replenished to the required amount by the Contracting Parties according to their interests in the year in which the expenditures from the fund are made.

(d) The Authority shall invest the money in each of the foregoing Funds, for the benefit of the Authority and the Contracting Parties, in accordance with the investment policy established by the Board of Directors of the Authority. Any earnings from such investments shall inure to the benefit of the Fund for which such investments was made.

Section 4. QUANTITY AND POINTS OF ENTRY. (a) In consideration of the payments to be made by each Contracting Party under the Contracts, each such Contracting Party is entitled, during each Annual Payment Period while the System is in operation, and shall discharge into the System at its Point or Points of Entry hereinafter described, all of the Wastewater which is generated within its Designated Service Area, subject to the restrictions hereinafter stated; and provided that each Contracting Party must transport such Wastewater to its Point or Points of Entry. Further, each Contracting Party shall be required and obligated to transport and discharge into the System at its Point or Points of Entry all Wastewater which is generated within its Designated Service Area, except for reasonably small fringe areas which

could be more cost effectively served by other means, and which are approved by a majority vote of the Advisory Committee and approved by the Authority.

(b) The combined maximum rate at which Wastewater is discharged by each Contracting Party at all of its Points of Entry shall not exceed a rate which, if continued for a period of twenty-four hours would equal 3.50 times such Contracting Party's estimated average daily contributing flow of Wastewater for the then current Annual Payment Period. Should the Second Additional Contracting Party's discharge exceed these stated parameters on more than 3 separate occasions in a fiscal year, the Second Additional Contracting Party shall pursue capital improvements needed within its collection system to reduce infiltration and/or inflow events pursuant to a timeline agreeable to the Second Additional Contracting Party and the Authority. The total quantity of Wastewater discharged into the System shall never exceed the amount which the System is capable of receiving, treating, and disposing, unless approved by a majority vote of the Advisory Committee and approved by the Authority, subject to terms and conditions to be established by the Authority. Notwithstanding the foregoing, no Contracting Party shall ever make any discharge into the System which would cause it to be overloaded or be in violation of its permits from the State of Texas and/or the United States of America.

(c) Wastewater meeting the quality requirements of Section 5 of this Contract will be received into the System at the Point(s) of Entry for the Second Additional Contracting Party that are established by mutual agreement between the Authority and the Second Additional Contracting Party, and also at any other Point or Points of Entry for any Contracting Party in the future if such other or additional Points of Entry are determined by the Authority to be economical and beneficial to the System, and such Contracting Party pays any costs related thereto which the Authority determines should be paid by such Contracting Party. The Point

or Points of Entry for a Contracting Party shall be at locations mutually agreeable to the Contracting Party and the Authority and specifically approved by the Authority.

(d) It is and shall be the intention of the Contracting Parties and the Authority that the System shall be acquired, constructed, extended, and improved so that at all reasonable times it will be capable of receiving, transporting, treating, and disposing of all eligible Wastewater generated within the Designated Service Area of each Contracting Party and which such Contracting Party delivers to its Point or Points of Entry, and that the Authority will from time to time issue its Bonds in such amounts as are, within its judgment and discretion, sufficient to achieve such results.

Section 5. QUALITY. The obligation of the Authority to receive into the System such Wastewater depends upon compliance by each Contracting Party with the provisions of this Section.

(a) General Objectives of Quality Requirements.

In order to permit the Authority to properly treat and dispose of each Contracting Party's Wastewater; to protect the public health; and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical, and bacteriological quality of public water and water courses, and to protect the properties of the System, each Contracting Party agrees:

(b) Admissible Discharges into Authority's System. Discharges into the System shall consist only of Wastewater and other waste free from the prohibited constituents listed in Subsection (b) and limited in B.O.D., Suspended Solids, dissolved sulfides, and pH as hereinafter provided.

(c) Wastes Not Admissible. Any wastes causing, either alone or in conjunction with other sources, the treatments plants effluent to fail a toxicity test; gasoline; diesel or

petroleum distillates; cleaning solvents; non-emulsified oils and greases; mineral oils; blood; ashes; cinders; sand; gravel; tar; asphalt; wastewater sludge; ceramic wastes; plastics; other viscous substances; feathers; hair; rags; metal filings; glass; wood shavings; sawdust; unshredded solid waste; toxic, corrosive, explosive or malodorous gases; acetylene generation sludge; cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of 2 mg/L by weight as CN; wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations or standards; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified oil and grease exceeding on grab sample analysis of 100 mg/L; acids or alkalis having a pH value lower than 6.0 or higher than 9.0; and Wastewater containing specific pollutant concentrations in excess of any of the numerical limitations named hereunder be prohibited from discharge to the System:

- Not technically based standards -

<u>Pollutant</u>	<u>Maximum Allowable Concentration (mg/L)</u>
Arsenic	0.100
Cadmium	0.800
Chromium	1.000
Copper	1.780
Lead	1.000
Mercury	0.005
Nickel	1.000
Selenium	0.050
Silver	0.100
Zinc	2.800
Total Toxic Organics	2.130
Chlorides	7605 mg/L

(d) Biochemical Oxygen Demand (B.O.D.). B.O.D. of Wastewater delivered to the System, as determined by standard methods, shall not exceed 200 mg/L.

(e) Total Suspended Solids (T.S.S.). T.S.S. delivered to the System, as determined by testing procedures as set forth in the latest approved edition of Standard Methods, shall not exceed 200 mg/L.

(f) Hydrogen Ion Concentration (pH). The pH of Wastewater delivered to the System shall be not lower than 6.0 nor higher than 9.0.

(g) Hydrogen Sulfide Concentration. Dissolved sulfides in Wastewater at the Point of Entry to the System shall not exceed 0.1 mg/L.

(h) Prohibited Discharge Limitations Subject to Change. Notwithstanding the foregoing provisions of this Section, the parties hereto agree and understand that Federal and State Regulatory Agencies periodically modify standards on prohibited discharges; therefore, revisions to, additions to, or deletions from the items listed in this Section may become necessary in the future to comply with these latest standards. It is the intention of this Contract that prohibited discharge requirements be reviewed periodically by the Authority and revised in accordance with the latest standards of any Federal or State Agency having regulatory powers. Any required revisions shall be made and written notice thereof given to each Contracting Party. Each Contracting Party shall be responsible for integrating such changes into the local industrial waste ordinance and notifying all affected users of the change within ninety days following written notice to the Contracting Party of such changes.

(i) To determine normal quality of Wastewater, the Authority will collect twenty-four hour composite samples of Wastewater at each Point of Entry and cause same to be analyzed in accordance with testing procedures as set forth in the latest approved edition of Standard Methods of Examination of Water and Wastewater, published by American Public Health Association, Inc. Composite samples will normally be taken once a month, or at more frequent intervals if necessary, to determine Wastewater quality. As provided above, such

Wastewater shall not exceed the limits of concentration specified for Normal Wastewater as follows:

Normal Wastewater Concentration

B.O.D.	200 mg/L
T.S.S.	200 mg/L
pH, not less than	6 nor greater than 9
Hydrogen Sulfide	0.1 mg/L

Should the analysis disclose concentrations higher than those listed, the Authority immediately will inform the Contracting Party which made the discharges resulting in the violation of this Section, and such discharges shall cease immediately. However, with the approval of the Authority, Wastewater with concentrations of B.O.D. and T.S.S. greater than specified above may be discharged by a Contracting Party into the System on an emergency and temporary basis, subject to the payment of a surcharge (in addition to all other payments required by the Contracts), which surcharge shall be determined by the Authority and shall be in an amount sufficient to cover and pay for all additional costs of transportation, treatment, and disposal related to such discharges.

Section 6. METERING OF WASTEWATER. The Contracting Parties will furnish and install, at their cost, the necessary equipment and devices of standard type, subject to plan review and written approval by Authority, required for measuring properly all Wastewater discharged into the System by the respective Contracting Party through their Point or Points of Entry. The Authority will operate and maintain such metering facilities. Upon completion of the installation thereof, title to, and ownership of, such meters and other equipment shall be assigned to the Authority. Each Contracting Party shall, at its expense, provide land rights or easements sufficient, as approved by Authority, to allow ingress and egress to such metering facilities for the purposes of operating and maintaining same. Each Contracting Party shall have access to such metering equipment at all reasonable times for inspection and examination, but

the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Authority in the presence of a representative of the affected Contracting Party or Parties if requested in writing by such Contracting Party or Parties. All meter reading data will be maintained by the Authority for 2 years. All meter readings are electronic. Upon written request, any Contracting Party may have access to said data during reasonable business hours. Not more than three times in each year of operation, the Authority shall calibrate its meters, if requested in writing by the affected Contracting Party or Parties to do so, in the presence of a representative of such Contracting Party or Parties, and such parties shall jointly observe any adjustments which are made to the meters in case any adjustment is found to be necessary. If, for any reason, any meters are out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five (5%) per cent, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. Any Contracting Party may, at its option and its own expense, install and operate a check meter to check each meter installed by the Authority, but the measurement for the purpose of this agreement shall be solely by the Authority's meters, except as in this Section specifically provided to the contrary. All such check meters shall be of standard make, shall be installed in a location approved by the Authority, and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration, and adjustment thereof shall be made only by the Contracting Party or Parties, except during any period when a check meter may be used under specific written consent by the Authority for measuring the amount of Wastewater delivered into the System, in which case the

reading, calibration, and adjustment thereof shall be made by the Authority with like effect as if such check meter or meters had been furnished or installed by the Authority.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for Wastewater discharged into the System hereunder shall be 1,000 gallons, U. S. Standard Liquid Measure.

Section 8. LIABILITY FOR DAMAGES, AND OWNERSHIP OF AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. Liability for damages arising from the transportation, delivery, reception, treatment, and/or disposal of all Wastewater discharged into the System hereunder shall remain in each Contracting Party to its Point or Points of Entry, respectively, and title to such Wastewater shall be in such Contracting Party to such Point or Points, and upon passing through Points of Entry liability for such damages, and title to such Wastewater for all purposes including the reuse of treated effluent derived therefrom, shall pass to the Authority. The Second Additional Contracting Party shall not be entitled to credit of any type, either in the exchange of water, money, or other consideration, for any effluent delivered to the Authority. As between the Authority and each Contracting Party, each party agrees, to the full extent permitted by law, to indemnify and to save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, and expenses, including reasonable attorney's fees, which may arise or be asserted by anyone at any time on account of the transportation, delivery, reception, treatment, and/or disposal while title to the Wastewater is in such party, or on account of a prohibited discharge by a Contracting Party. The Authority has the responsibility as between the parties for the proper reception, transportation, treatment, and disposal of all Wastewater discharged into the System, but not for prohibited discharges discharged by any party at any Point of Entry.

Section 9. REPORTING REQUIREMENTS. (a) Approximately thirty days after the end of each Annual Payment Period each Contracting Party, respectively, shall furnish in writing to the Authority the following information with respect to such Contracting Party:

(1) The number of active domestic sewer connections tributary to the System and which will be served by the System;

(2) The number of commercial and business sewer connections to be served by the System;

(3) The number of industrial connections to be served by the System, with name and location of each.

The purpose of this provision is to permit the Authority to accumulate statistical data which will enable it to render better service and facilitate plans for betterment and future facilities expansion.

(b) Industrial Waste. The effects of certain types of Industrial Waste upon sewers and sewage treatment processes are such as to require that careful consideration be made of each industrial connection. This is a matter of concern both to the Authority and to the Contracting Parties. Accordingly, each Contracting Party shall regulate the discharge of Industrial Waste generated by a SIU into its sewer system, and will authorize discharge of Industrial Waste into its sewers subject to the general provision that no harm will result from such discharge and subject to the filing by applicant industry of a statement, copy of which shall be forwarded to the Authority, containing the following information:

(1) Name and address of applicant;

(2) Type of industry;

(3) Quantity of plant waste;

(4) Typical analysis of the waste;

(5) Type of pre-treatment proposed.

To facilitate inspection and control of Industrial Waste, each Contracting Party will require industries to separate Industrial Waste from Sanitary Sewage until such Industrial Waste has passed through a monitoring portal which shall be located so as to be accessible at all times to inspectors of such Contracting Party. If inspection indicates that damage might result from the discharge the permit shall be revoked unless and until the industry promptly establishes acceptable remedial measures. From time to time the Authority will collect twenty-four hours composite samples of all Wastewater at each Point of Entry and cause same to be analyzed by American Public Health Association Standard Methods. Such Wastewater shall not exceed the limits of concentration specified in Section 5 of this Contract. Should the analysis disclose concentrations higher than those stipulated the Authority immediately will inform the affected Contracting Party of such disqualification. It shall be the obligation of such Contracting Party to require the offending originator of said highly concentrated materials to immediately initiate and undertake remedial pre-treatment or other legal means before discharge into such Contracting Party's sewers.

(c) Ordinances and Resolutions. Each Contracting Party, respectively, agrees that it has enacted or will enact ordinances or adopt resolutions as necessary to include the following provisions:

(1) For each existing and future SIU, the Contracting Party shall require said user to complete and submit a permit application containing that information specified in the sample application form which is attached hereto as Exhibit 1. The Authority shall be provided a copy of the permit application within thirty days after receipt by the Contracting Party. The Authority shall provide comments on said application within thirty days of receipt and return

comments to the Contracting Party. Failure to comment shall be construed as concurrence by the Authority.

After approval of the Permit Application by both the Contracting Party and the Authority, the Contracting Party shall issue a permit to discharge containing the requirements as shown on the form which is attached hereto as Exhibit 2. Said permit to discharge shall be required of all SIUs before said user will be allowed to discharge industrial wastes into the sewage system. A copy of the permit to discharge shall be forwarded to the Authority for approval prior to the issuance to the SIU.

(2) The Contracting Party shall require each SIU to comply with applicable Federal Categorical Pretreatment Standards as well as any applicable state and local standards.

(3) The Contracting Party shall maintain certain information contained in permit applications as confidential at SIU's request.

(4) The Contracting Party shall disallow dilution as a means of reducing pollutant concentrations in an SIU's waste stream.

(5) The Contracting Party shall be authorized to enter SIU premises at any time for independent monitoring, inspection, or review of applicable records to determine compliance.

(6) The Contracting Party shall develop and require adherence to SIU compliance schedules.

(7) The Contracting Party shall require self-monitoring and reporting at SIU's expense.

(8) The Contracting Party shall choose or approve laboratory to analyze industrial wastes.

(9) The Contracting Party shall require SIU's to pay applicable fees for:

(i) sampling and testing to determine compliance

(ii) disconnection/reconnection of service resulting from noncompliance

- (iii) abnormal strength wastes
 - (iv) additional costs incurred by Contracting Party or POTW in transporting or treating wastes
 - (v) filing, revision, or renewal of Permit Application.
- (10) The Contracting Party shall provide public notification for instances of violation.
- (11) The Contracting Party shall deny/revoke permit, disallow/disconnect service, assess civil or criminal penalties, and seek other available legal and equitable remedies against SIU for:
- (i) discharge to sewerage system resulting in violation of POTW's discharge permit conditions
 - (ii) hazard to health or life of POTW personnel or users of receiving waters
 - (iii) violation of any applicable ordinance or regulation
 - (iv) false information transmitted to approving authority through Permit Application, monitoring reports, etc.

The Contracting Party shall furnish to the Authority all documents and records, in addition to those outlined herein, as necessary to demonstrate compliance by all industries.

Section 10. OTHER CONTRACTS. (a) The Authority reserves the right, with the approval of a majority vote of the Advisory Committee, to enter into a contract or contracts to provide the Wastewater services of the System to any Additional Contracting Party under a contract similar to this Contract, subject to the requirements concerning "minimums" as hereinafter provided. Each contract with any Additional Contracting Party shall comply with the requirements of this Contract, shall substantially restate the essential provisions of this Contract, and shall be structured to be similar thereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances,

with the effect that each Additional Contracting Party will substantially adopt the provisions of this Contract, as supplemented and necessarily changed by its contract. However, the Authority shall not obligate itself to receive Wastewater into the System from any future Additional Contracting Party if, in the judgment and discretion of the Authority, such obligation would jeopardize the Authority's ability to meet its obligation to receive, transport, treat, and dispose of Wastewater discharged into the System by prior Contracting Parties.

(b) It is further recognized and agreed that in the future the Authority may provide services of the System to any Subordinate Contracting Party (which Subordinate Contracting Party cannot be a Contracting Party), provided that all such services of the System to any such Subordinate Contracting Party shall in all respects be subordinate to the prior rights of the Contracting Parties, and all contracts or other arrangements relating to such services shall recognize, and be made subordinate to, such prior rights.

(c) Each Contracting Party shall have the right, with the approval of a majority vote of the Advisory Committee and the approval of the Authority, to negotiate and enter into sub-contracts with any other entity under which such other entity may discharge Wastewater generated within its area to be served, but outside the boundaries of the Designated Service Area of such Contracting Party, into such Contracting Party's sewers, to be transported into the System at such Contracting Party's Point or Points of Entry along with such Contracting Party's Wastewater generated within its Designated Service Area. In such case such additional Wastewater shall be regarded as being the Wastewater of such Contracting Party for all purposes of this Contract. The consideration as between or among such cities or other entities may be determined by such parties, but no such transaction shall relieve the Contracting Party of its obligations to the Authority under the terms of this Contract.

Section 11. ADVISORY COMMITTEE. (a) The governing body of each of the Contracting Parties annually shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee for the System, which Advisory Committee has been created and established and is hereby confirmed; provided, however, that a Contracting Party shall not appoint its member of the Advisory Committee until the effective date of such Contracting Party's contract. The Advisory Committee shall elect appropriate officers which may include a Chairman, a Vice Chairman, and a Secretary. The Advisory Committee may establish bylaws governing the election of officers, meeting dates, and other matters pertinent to the functioning of the Advisory Committee. The Advisory Committee shall consult with and advise the Authority, through its General Manager or his designated representative, with regard to the following matters pertaining to the System:

- (i) The issuance of Bonds;
- (ii) The operation and maintenance of the System;
- (iii) Additional Contracting Parties and the terms and conditions of the contracts with such parties, consistent with the provisions of this Contract;
- (iv) Contracts for services to entities which are not Additional Contracting Parties, and the prices, terms, and conditions of such contracts consistent with the provisions of this Contract;
- (v) The Authority's Annual Budget, prior to its submission by the Authority's General Manager to the Authority's Board;
- (vi) Review of the Authority's Annual Audit;
- (vii) All other pertinent matters relating to the management of the System; and
- (viii) Improvements and extensions of the System.

The Advisory Committee shall have access to and may inspect at any reasonable times all physical elements of the System and all records and accounts of the Authority pertaining to the System. A copy of the minutes of the meetings of the Advisory Committee and all other pertinent data, shall be provided to the members of the Advisory Committee.

(b) The term of membership on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. All expenses of the Advisory Committee in discharging its duties under this Section shall be considered as an Operation and Maintenance Expense of the System.

Section 12. FISCAL PROVISIONS. (a) Subject to the terms and provisions of the Contracts, the Authority will provide and pay for the cost of the acquisition, construction, completion, improvement, expansion, extension, maintenance, repair and replacement of the System and all System facilities, by issuing its Bonds in amounts which will be sufficient to accomplish such purposes, and the Authority will own and operate the System. It is acknowledged and agreed that payments to be made under the Contracts will be the primary source available to the Authority to provide the Annual Requirement, and that, in compliance with the Authority's duty to fix and from time to time revise the rates of compensation or charges for services of the System rendered and made available by the Authority, the Annual Requirement will change from time to time, and that each such Annual Requirement shall be allocated among the Contracting Parties as hereinafter provided, and that the Annual Requirement for each Annual Payment Period shall be provided for in each Annual Budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of:

- (A) An "Operation and Maintenance Component" equal to the amount paid or payable for all Operation and Maintenance Expenses of the System; and
- (B) A "Bond Service Component" equal to:

- (1) the principal of, redemption premium, if any, and interest on, the Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and all amounts required to redeem any Bonds prior to maturity when and as provided in any Bond Resolution, plus the fees, expenses, and charges of each Paying Agent/Registrar for paying the principal of and interest on the Bonds, and for authenticating, registering, and transferring Bonds on the registration books; and
- (2) the proportionate amount of any special, contingency, or reserve funds required to be accumulated and maintained by the provisions of any Bond Resolution; and
- (3) any amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

Section 13. OPERATION AND MAINTENANCE; ANNUAL BUDGET. The Authority shall operate and maintain the System and shall prepare an Annual Budget for such purpose. Each Annual Budget for the System shall always provide for amounts sufficient to pay the Annual Requirement. The Annual Budget for the System for all or any part of the Annual Payment Period during which the System is first placed into operation shall be prepared by the Authority based on estimates made by the Authority after consultation with the Advisory Committee. On or before September 1 of each year, the Authority shall furnish to each Contracting Party a preliminary estimate of the Annual Payment required from each Contracting Party for the next following Annual Payment Period. Not less than forty days before the commencement of the Annual Payment Period, the Authority shall cause to be

prepared as herein provided its preliminary budget for the System for the next ensuing Annual Payment Period, which budget shall specifically include the Operation and Maintenance Component and the Bond Service Component. A copy of such preliminary budget shall be filed with each Contracting Party. The preliminary budget shall be subject to examination, at reasonable times during business hours, at the office of the City Secretary of each Contracting Party that is a city or town, and at the then current business office of each other Contracting Party. If no protest or request for a hearing on such preliminary budget is presented to the Authority within ten days after such filing of the preliminary budget by one or more Contracting Parties or by the owners of a minimum of 25% in principal amount of the Bonds then outstanding, the preliminary budget for the System shall be considered for all purposes as the "Annual Budget" for the next ensuing Annual Payment Period. But if protest or request for a hearing is duly filed, it shall be the duty of the Authority to fix the date and time for a hearing on the preliminary budget, and to give not less than ten days' notice thereof to the Contracting Parties. An appropriate Committee of the Authority shall consider the testimony and showings made in such hearing and shall report its findings to the Board of Directors of the Authority. The Board of Directors may adopt the preliminary budget or make such amendments thereof as to it may seem proper. The budget thus approved by the Board of Directors of the Authority shall be the Annual Budget for the next ensuing Annual Payment Period. The Annual Budget may be amended by the Authority at any time to transfer from one division thereof to another funds which will not be needed by such division. The amount for any division, or the amount for any purpose, in the Annual Budget may be increased by the Authority even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only in the event of an emergency or special

circumstances. Copies of the amended Annual Budget shall be provided immediately by the Authority to each Contracting Party.

Section 14. PAYMENTS BY CONTRACTING PARTIES. (a) For the Wastewater services to be provided to the Contracting Parties under the Contracts, each of the Contracting Parties shall pay, at the time and in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as herein described and shall constitute a Contracting Party's Annual Payment. Each of the Contracting Parties shall pay its part of the Annual Requirement for each Annual Payment Period directly to the Authority, in monthly installments, on or before the 10th day of each month, in accordance with the schedule of payments furnished by the Authority, as hereinafter provided.

(b) For each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be a percentage obtained by dividing the number of gallons of contributing flow of Wastewater estimated to be discharged into the System by such Contracting Party during such Annual Payment Period, as determined by the Authority after consultation with such Contracting Party, by the aggregate total number of gallons of contributing flow of Wastewater estimated to be discharged into the System by all Contracting Parties during such period, as determined by the Authority after consultation with all of the Contracting Parties. It is provided, however, that in estimating costs for services the Authority is specifically authorized, in its discretion, to estimate such costs based on an arbitrary assumption that the Annual Payment Period for which the calculation is being made will be an extremely dry year, rather than a normal or average year, and that accordingly the contributing flow of Wastewater discharged into the System will be less than expected normally or on an average, all with the result that the monthly payments made by the Contracting Parties may be higher than would have been required on the basis of a normal or average year, and with the

further result that the total amount required to meet the then current Annual Budget for the System may be collected by the Authority before the end of the then current Annual Payment Period. This result is expressly approved by the Contracting Parties and is deemed by the parties hereto to be beneficial in the fiscal management of the System, and will assure the timely availability of funds even under unexpected circumstances. However, upon receipt during any Annual Payment Period of an amount sufficient to meet the then current Annual Budget of the System for the remainder of the then current Annual Payment Period, the Authority immediately shall notify the Contracting Parties, and they shall not be obligated to make further payments under this Section for the remainder of that Annual Payment Period, unless otherwise specifically hereinafter provided in the event of unexpected or additional Annual Budget requirements. It is further provided that the Authority may revise its estimates of contributing flow either monthly or for any other period within an Annual Payment Period, as determined by the Authority, and such revised estimates may be made on the basis of actual metered contributing flow during the preceding month or other period, to the end that the Authority may use its best efforts to avoid to the extent practicable unnecessary final adjustments among the Contracting Parties for each Annual Payment Period. All such payments for each Annual Payment Period shall be made in accordance with a written schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Contracting Parties by the Authority. Such schedule of payments may be revised by the Authority periodically based on any changes in its estimates of contributing flow as provided above, and each revised schedule of payments shall be supplied to each Contracting Party before the beginning of the period to which it is applicable. At the close of each Annual Payment Period the Authority shall determine the actual metered number of gallons of contributing flow of Wastewater discharged into the System by each Contracting Party during

said period and determine each Contracting Party's actual percentage of the Annual Requirement by dividing such Contracting Party's actual metered contributing flow by the actual metered contributing flow of all Contracting Parties. Each Contracting Party's Adjusted Annual Payment shall be calculated by multiplying each such Contracting Party's re-determined percentage times the actual Annual Requirement. The difference between the amounts which actually have been paid by each Contracting Party and the amounts actually due from such Contracting Party hereunder shall be applied as a credit or a debit to such Contracting Party's account with the Authority and shall be credited or debited to such Contracting Party's next monthly payment, or as otherwise agreed between the Authority and the affected Contracting Party, provided that all such credits and debits shall be made in a timely manner not later than the end of the next following Annual Payment Period.

(c)(i) Notwithstanding the provisions of (b), above, and as an exception thereto, it is agreed that if, during any Annual Payment Period, the estimated and/or actual metered contributing flow of Wastewater into the System of any Contracting Party is, for any reason whatsoever, less than the minimum amount hereinafter prescribed and provided for it, such Contracting Party shall pay its share of each Annual Requirement as if its estimated and/or actual metered contributing flow of Wastewater into the System were such minimum amount. However, if such Contracting Party's estimated and/or actual metered contributing flow of Wastewater into the System is equal to or in excess of such minimum amount, its share of all of each Annual Requirement shall be calculated on the basis of estimated and actual contributing flow as provided in (b), above. All future contracts with each Additional Contracting Party shall provide for equitable minimums similar to those provided for below. For the purpose of calculating the minimum percentage of each Annual Requirement for which each current Contracting Party is unconditionally liable, without offset or counterclaim (also see Section 17

hereof), the contributing flow of Wastewater into the System of each such Contracting Party, during each Annual Payment Period, shall be deemed to be not less than the minimum amount (regardless of whether or not such amount was actually discharged into the System) specified for such Contracting Party as follows and determined on an annual basis:

City of Grand Prairie:	21,900,000 gallons (Fiscal Years 2008 and thereafter)
City of Midlothian:	256,230,000 gallons
City of Venus:	61,320,000 gallons (Fiscal Years 2010 and thereafter)
City of Mansfield:	21,900,000 gallons (Fiscal Years 2016, 2017)
	22,265,000 gallons (Fiscal Years 2018, 2019)
	22,995,000 gallons (Fiscal Year 2020)
	23,725,000 gallons (Fiscal Year 2021 and thereafter)

(ii) In consideration of (A) the admission of the Second Additional Contracting Party to which the services and facilities of the System are being made available and (B) the Annual Requirement payments made by Initial Contracting Parties prior to the Additional Contracting Party becoming an Additional Contracting Party, providing for the acquisition, construction and operation of the System, the Second Additional Contracting Party shall, upon the execution of this Contract, be unconditionally liable, without offset or counterclaim, to make a buy-in payment equal to \$2,004,904. The buy-in payment may be paid by the Second Additional

Contracting Party, at its option, as (A) a lump sum cash payment payable with the first monthly installment of its Annual Payment or (B) in ten (10) annual installments, with each installment to be due on the anniversary date of the 1st monthly installment of the Second Additional Contracting Party's Annual Payment made following the execution of this Contract, with each such annual installment of the buy-in to equal 1/10th of the total amount of the buy-in, plus interest accrued on the unpaid balance thereof at a rate for such annual period equal to the U.S. Treasury Rate as of July 1, 2015, based on a 360 day year composed of twelve (12) months and thirty (30) days per month. Any combination of a lump sum cash payment, with the balance paid in ten (10) annual installments, as requested by the Second Additional Contracting Party and agreed to by the Authority, shall also be permitted. All amounts due and owing to the Authority by the Second Additional Contracting Party pursuant to this Section 14(c)(ii) shall, if not paid when due, bear interest at the rate of ten (10) percent per annum from the date when due until paid. The status of the Second Additional Contracting Party as an Additional Contracting Party, subject to reversion at a later date, shall be restored upon making payment of all amounts then currently due and owing under the terms of this Section 14(c)(ii). Such buy-in payments shall be distributed, as received by the Authority, to the Contracting Parties in accordance with the direction of the Advisory Committee.

(d) Notwithstanding the foregoing, the Annual Requirement, and each Contracting Party's share thereof, shall be redetermined, after consultation with each of the Contracting Parties, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the Authority, if:

- (i) The Authority commences furnishing services of the System to an Additional Contracting Party or Parties;

- (ii) Unusual, extraordinary, or unexpected expenditures for Operation and Maintenance Expenses are required which are not provided for in the Authority's Annual Budget for the System or in any Bond Resolution;
- (iii) Operation and Maintenance Expenses are substantially less than estimated;
- (iv) The Authority issues Bonds which require an increase in the Bond Service Component of the Annual Payment; or
- (v) The Authority receives either significantly more or significantly less revenues or other amounts than those anticipated.

(e) During each Annual Payment Period all revenues received by the Authority from providing services of the System to parties which are not Contracting Parties, and all surcharges collected from any Contracting Party under Section 5, above, shall (i) first be credited to the Operation and Maintenance Component of the Annual Requirement, and (ii) then any remainder credited to the Bond Service Component of the Annual Requirement, with the result that such credits under (i) and (ii), respectively, shall reduce, to the extent of such credits, the amounts of such Components, respectively, which otherwise would be payable by the Contracting Parties pursuant to the method prescribed in (b) and (c), above. The Authority may estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment.

(f) Each Contracting Party shall make payments to the Authority required by this Section on or before the 10th day of each month of each Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the Authority, such complaining party shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the Authority shall promptly revise and

reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the Authority will recover the amount due it. All amounts due and owing to the Authority by each Contracting Party or due and owing to any Contracting Party by the Authority shall, if not paid when due, bear interest at the rate of ten (10) percent per annum from the date when due until paid. The Authority shall, unless specifically prohibited by law, discontinue the services of the System to any Contracting Party which remains delinquent in any payments due hereunder for a period of sixty days, and shall not resume such services while such Contracting Party is so delinquent. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty days, and if such delinquency continues during any period thereafter, such Contracting Party's minimum amount of gallons of Wastewater specified and described in (c), above, shall be deemed to have been zero gallons during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of each Annual Payment to be paid by the non-delinquent Contracting Parties, and the Authority shall redetermine such percentage on that basis in such event so that the non-delinquent Contracting Parties collectively shall be required to pay all of the Annual Requirement. However, the Authority shall pursue all legal remedies against any such delinquent Contracting Party to enforce and protect the rights of the Authority, the other Contracting Parties, and the holders of the Bonds, and such delinquent Contracting Party shall not be relieved of the liability to the Authority for the payment of all amounts which would have been due hereunder, in the absence of the next preceding sentence. It is understood that the foregoing provisions are for the benefit of the holders of the Bonds so as to insure that all of the Annual Requirement will be paid by the non-delinquent Contracting Parties during each Annual Payment Period regardless of the delinquency of a Contracting Party. If any amount due and owing by any Contracting

Party to the Authority is placed with an attorney for collection, such Contracting Party shall pay to the Authority all attorneys fees, in addition to all other payments provided for herein, including interest.

(g) If, during any Annual Payment Period, any Contracting Party's Annual Payment is redetermined in any manner as provided or required in this Section, the Authority will promptly furnish such Contracting Party with an updated schedule of monthly payments reflecting such redetermination.

Section 15. SPECIAL PROVISIONS. (a) The Authority will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

(b) The Authority agrees to carry fire, casualty, public liability, and other insurance (including self-insurance to the extent deemed advisable by the Authority) on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Authority shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Authority's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

(c) It is expressly understood and agreed that any obligations on the part of the Authority to improve, expand, extend, maintain, repair or replace the System when necessary or advisable and to provide additional services of the System to Contracting Parties shall be conditioned (i) upon the Authority's ability to obtain all necessary permits, material, labor, and

equipment, (ii) upon the ability of the Authority to finance the cost of the System through the actual sale of the Authority's Bonds, and (iii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction.

(d) Each Contracting Party represents and covenants that all payments to be made by it under the Contracts shall constitute reasonable and necessary "operating expenses" of its combined waterworks and sewer system, and that such payments will be made from revenues of its combined waterworks and sewer system. Each Contracting Party represents and has determined that the services to be provided by the System are necessary and essential to the operation of its aforesaid system, and that the System constitutes the best available and adequate method for discharging, receiving, treating, and disposing of its Wastewater from within its Designated Service Area, and, accordingly, all payments required by the Contracts to be made by each Contracting Party, respectively, shall constitute reasonable and necessary operating expenses of its system, as described above, with the effect that the obligation to make such payments from revenues of such system shall have priority over any obligation to make any payments from such revenues of principal, interest, or otherwise, with respect to all bonds or other obligations heretofore or hereafter issued by each Contracting Party, respectively.

(e) Each Contracting Party agrees to continuously operate and maintain its combined waterworks and sewer system, and to fix and collect such rates and charges for water services and/or sewer services to be supplied by its system as aforesaid as will produce revenues in an amount equal to at least (i) all of the expenses of operation and maintenance expenses of such system, including specifically its payments under the Contracts, (ii) its payments from such revenues required under any other contracts, and (iii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other

obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

(f) The Authority covenants and agrees that neither the proceeds from the sale of the Bonds, nor the moneys paid to it pursuant to the Contracts, nor any earnings from the investment of any of the foregoing, will be used for any purposes except those directly relating to the System and the Bonds as provided in the Contracts; provided that the Authority may rebate any excess arbitrage earnings from such investment earnings to the United States of America in order to prevent any Bonds from becoming "arbitrage bonds" within the meaning of the IRS Code of 1986 or any amendments thereto in effect on the date of issue of such Bonds. Each of the Contracting Parties has and/or hereby covenants and agrees that it will not use or permit the use of the System in any manner that would cause the interest on any of the Bonds to be or become subject to federal income taxation under the IRS Code of 1986 or any amendments thereto in effect on the date of issue of such Bonds.

(g) Each Contracting Party covenants that it shall not assign its interest in the Contracts or any of its rights or obligations hereunder without the written consent of the Authority. With the written consent of the Authority, any Contracting Party may assign its interest in this Contract to another party provided that the Contracting Party, under the terms of any such assignment, shall remain and be primarily responsible and liable for all of its obligations hereunder, including particularly the payment of its proportionate share of the Annual Requirement, as provided and determined by the Contracts.

Section 16. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the

party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 17. UNCONDITIONAL OBLIGATION TO MAKE PAYMENTS. Recognizing the fact that the Second Additional Contracting Party urgently requires the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the Authority will use payments received from the Second Additional Contracting Party under this Contract to pay and secure its Bonds, it is hereby agreed that the Second Additional Contracting Party shall be unconditionally obligated to pay, without offset or counterclaim, its proportionate share of the Annual Requirement, as provided and determined by this Contract (including the obligations for paying for "minimums" as described in Section 14 hereof), regardless of whether or not the Authority actually acquires, constructs, completes, improves, or extends the System, or is actually operating or providing services of the System to the Second Additional Contracting Party, or whether or not such Second Additional Contracting Party actually uses the services of the System whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the

parties hereto. This covenant by the Second Additional Contracting Party shall be for the benefit of and enforceable by the holders of the Bonds and/or the Authority.

Section 18. EFFECTIVE DATE AND TERM OF CONTRACT; MODIFICATION; NOTICES; STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS; TERMINATION. (a) Effective Date. The effective date of this Contract shall be December 1, 2015, except as otherwise specified herein. Following its effective date, this Contract shall continue in force and effect until the principal and interest on all Bonds have been paid or defeased, and thereafter shall continue in force and effect during the entire useful life of the System.

(b) Modification. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all moneys required to be paid by the Second Additional Contracting Party under the terms of this Contract and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

(c) Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be

notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Authority, to:

Trinity River Authority of Texas
5300 S. Collins Street
Arlington, Texas 76018

If to the Additional Contracting Party , to:

City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

(d) State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 19. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to

any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 20. REMEDIES UPON DEFAULT. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing however, that the Authority's undertaking to provide and maintain the services of the System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the Authority agrees, in the event of any default on its part, that the Second Additional Contracting Party shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of the Second Additional Contracting Party's obligations hereunder could not be adequately compensated in money damages alone, the Second Additional Contracting Party agrees in the event of any default on its part that the Authority shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the Authority. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Authority to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any

other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 21. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tarrant County, Texas, which is the County in which the principal administrative offices of the Authority are located. It is specifically agreed among the parties to this Contract that Tarrant County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Tarrant County, Texas.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

TRINITY RIVER AUTHORITY OF TEXAS

BY _____
General Manager

ATTEST:

Secretary, Board of Directors
(AUTHORITY SEAL)

CITY OF MANSFIELD, TEXAS

BY _____
Mayor

ATTEST:

City Secretary
(CITY SEAL)

ATTACHMENT A

EXHIBIT 1

EXHIBIT 2

ATTACHMENT A

EXHIBIT A –

ILLUSTRATION OF PROPOSED CITY OF MANSFIELD SERVICE AREA

(TO BE PROVIDED BY THE CITY OF MANSFIELD)

EXHIBIT 1

**PERMIT TO DISCHARGE TO THE SANITARY SEWER
APPLICATION FORM**

Note: Please read all instructions before completing this application.

SECTION A: GENERAL INFORMATION

1. Facility Name: _____
Operator's Name: _____
Date operations or service started at this site: _____
Is the operator also the owner of the facility? [☐] Yes [☐] No
If no, provide the name and address of the owner and submit a copy of any documents (contracts, etc.) indicating the operator's scope of responsibility for the facility:
Name: _____
Street: _____
City: _____ State: _____ Zip: _____
2. Facility Address:
Street: _____
City: _____ State: _____ Zip: _____
3. Business Address:
Street or P.O. Box: _____
City: _____ State: _____ Zip: _____

4. Designated signatory authority of the facility:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____

Email Address: _____

Note: The signatory authority is a person such as a president, vice-president, partner or director, or an individual authorized by such a person as having overall responsibility for environmental matters for the company as specified in writing.

5. Designated Facility Contact:

Name: _____

Title: _____

Phone number: _____

Email Address: _____

Note: The designated facility contact is a person who is at the facility during normal working hours and is available to assist City personnel or their representatives.

SECTION B: BUSINESS ACTIVITY

1. Indicate below if your facility employs or will be employing processes described by the following categories, even if they generate no wastewater, waste sludge, or hazardous wastes. Mark all that apply to your entire facility.

Industrial Categories

- ☐ Aluminum Forming
- ☐ Asbestos Manufacturing
- ☐ Battery Manufacturing
- ☐ Can Making
- ☐ Carbon Black
- ☐ Coal Mining
- ☐ Coal Coating

(cont'd. on next page)

Industrial Categories (cont'd.)

- ☐ Copper Forming
- ☐ Electric and Electronic Components Manufacturing
- ☐ Electroplating
- ☐ Feedlots
- ☐ Fertilizer Manufacturing
- ☐ Foundries (Metal Molding and Casting)
- ☐ Glass Manufacturing
- ☐ Grain Mills
- ☐ Inorganic Chemicals
- ☐ Iron and Steel
- ☐ Leather Tanning and Finishing
- ☐ Metal Finishing
- ☐ Nonferrous Metals Forming
- ☐ Nonferrous Metals Manufacturing
- ☐ Organic Chemicals Manufacturing
- ☐ Paint and Ink Formulating
- ☐ Paving and Roofing Manufacturing
- ☐ Pesticide Agricultural Refilling
- ☐ Pesticide Formulating, Packaging and Repackaging
- ☐ Pesticides Manufacturing
- ☐ Petroleum Refining
- ☐ Pharmaceutical
- ☐ Plastic and Synthetic Materials Manufacturing
- ☐ Plastics Processing Manufacturing
- ☐ Porcelain Enamel
- ☐ Pulp, Paper and Fiberboard Manufacturing
- ☐ Rubber
- ☐ Soap and Detergent Manufacturing
- ☐ Steam Electric
- ☐ Sugar Processing
- ☐ Textile Mills
- ☐ Timber Products

Note: A facility with processes included in these business areas **may be** covered by Environmental Protection Agency's (EPA) categorical pretreatment standards and may be determined a "categorical user."

2. Give a brief description of all operations at this facility, including primary products or services (attach additional sheets if necessary):

3. Indicate applicable Standard Industrial Classification (SIC) Codes for all processes. If more than one applies, list in descending order of importance:

a. _____ e. _____
 b. _____ f. _____
 c. _____ g. _____
 d. _____ h. _____

4. Product Volume:

PRODUCT PRODUCED OR SERVICE PROVIDED	PAST CALENDAR YEAR		ESTIMATE THIS CALENDAR YEAR	
	Average	Maximum	Average	Maximum
1. _____ _____	_____	_____	_____	_____
2. _____ _____	_____	_____	_____	_____
3. _____ _____	_____	_____	_____	_____

(Attach additional sheets if needed)

SECTION C: WATER SUPPLY

1. Water Sources (indicate all that apply):

☐ Private Well
☐ Surface Water
☐ Municipal Water Utility (Specify City): _____
☐ Other (Specify): _____

2. Name on the facility's water bill: _____

Street: _____

City: _____ State: _____ Zip: _____

3. Water service account number: _____

4. List average water usage on premises (new facilities may estimate):

or (M)	Type	Average Water Usage (GPD)	Estimated (E) Measured
a.	Contact cooling water	_____	_____
b.	Non-contact cooling water	_____	_____
c.	Boiler Feed/blow-down	_____	_____
d.	Process	_____	_____
e.	Sanitary (25 gal/person)	_____	_____
f.	Air pollution control	_____	_____
g.	Contained in product	_____	_____
h.	Plant and equipment washdown	_____	_____
i.	Irrigation and lawn watering	_____	_____
j.	Other: _____	_____	_____
k.	TOTAL of a-j	_____	_____

SECTION D: SEWER INFORMATION

1. a. For an existing business:

Is the building presently connected to the public sanitary sewer system?

☐ Yes: Sanitary sewer account number _____
☐ No: Have you applied for a sanitary sewer hookup? ☐ Yes ☐ No

- b. For a new business:

Will you be occupying an existing vacant building (such as in an industrial park)? ☐ Yes ☐ No

Have you applied for a building permit if a new facility will be constructed?
[] Yes [] No [] N/A

Will you be connected to the public sanitary sewer system?
[] Yes [] No

2. List size, descriptive location and flow of each wastewater line connected to the City's sewer system (if more than four, attach additional information on another sheet):

Line Size (in inches)	Location of Sewer Connection or Discharge Point	Flow (GPD)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION E: WASTEWATER DISCHARGE INFORMATION

Note: New facilities may estimate flows in this section.

1. Does (or will) this facility discharge any wastewater other than domestic wastes (from restrooms) to the City sewer?

[] Yes
[] No

2. Provide the following information on wastewater flow rate:

- a. Hours/day discharge occurs:

M _____ T _____ W _____ T _____ F _____
Sat _____ Sun _____

- b. Hours of discharge (ex.- 9 am - 5 pm):

M _____ T _____ W _____ T _____ F _____

Sat _____ Sun _____

- c. Peak hourly flow rate (gallons/hour): _____
- d. Maximum daily flow rate (gallons/day): _____
- e. Annual daily average (gallons/day): _____
3. If batch discharge occurs or will occur, indicate:
- a. Number of batch discharges per day: _____
- b. Average volume of batch (gallons): _____
- c. Expected time(s) of discharge: _____
- d. Flow rate (gallons/minute): _____
- e. Percent of total industrial discharge: _____
4. Schematic Flow Diagram- Provide a flow chart of all industrial processes conducted in the facility. Show the pathways of all materials, products, wastes and wastewater from the start of the activities to their completion. Include the average daily volume and maximum daily volume of each wastestream. If estimates are used for flow data, this must be indicated. Number each process having wastewater discharges to the city sewer. Use these numbers in the building layout in Section H. This drawing should be certified by a qualified, authorized representative.

Note: Facilities that checked activities in question 1 of Section B may be considered Categorical Industrial Users and should skip to question 6.

5. For Non-Categorical Users only: Provide the wastewater discharge flows and type of discharge (batch, continuous, or both) for each plant process. Include the reference number from the flow chart that corresponds to each process.

Ref. No.	Process Description	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge
_____	_____ _____	_____	_____	
_____	_____ _____	_____	_____	

ANSWER QUESTIONS 6 AND 7 ONLY IF YOU MAY BE SUBJECT TO
CATEGORICAL PRETREATMENT STANDARDS

6. For Categorical Users: provide the wastewater discharge flows and type (continuous, batch or both) for each process. Include the reference number from the flow chart that corresponds to each process.

Ref. No.	Categorical Process	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge

Ref. No.	Non-Categorical Description	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge

7. For Categorical Users subject to Total Toxic Organic (TTO) requirements (see page 11, Section F, numbers 1 - 110 for TTO parameters), please provide the following information:
- a. Does (or will) this facility use any of the toxic organics that are listed under the categorical pretreatment standards published by the EPA?
☐ Yes ☐ No
 - b. Has a report been submitted (such as a Baseline Monitoring Report) that indicates TTO concentrations present in the water?
☐ Yes ☐ No
 - c. Has a Toxic Organic Management Plan (TOMP) been developed?
☐ Yes ☐ No

If yes, submit a copy along with this application.

8. Do you have, or plan to have, automatic sampling equipment or continuous wastewater flow metering equipment at this facility?

Current:	Flow Metering	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Sampling Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Planned:	Flow Metering	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Sampling Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please indicate the present or future location of this equipment on the sewer schematic and describe the equipment below:

9. Are any process changes or expansions planned during the next three years that could alter wastewater volumes or characteristics? Consider production processes as well as air or water pollution treatment processes that may affect the discharge.

☐ Yes ☐ No

If yes, briefly describe these changes : _____

10. Are any materials or water reclamation systems in use or planned?

☐ Yes ☐ No

If yes, briefly describe recovery processes, substances recovered, percent recovery, and the concentration in the spent solutions. Refer to the process flow chart:

11. Do you have a written Pollution Prevention Plan (P2 Plan)? ☐ Yes ☐ No
If yes, submit a copy with this form.

12. Are any steps currently or planned for addressing waste minimization?

☐ Yes ☐ No

If yes, please describe: _____

SECTION F: CHARACTERISTICS OF DISCHARGE

The tables in this section are for determining what pollutants are associated with your facility's wastewater. If you currently hold a permit and are renewing it with this application, provide the requested information on all parameters for which monitoring has been performed in the past three years. For all other pollutants, indicate whether they are known to be present (P), suspected to be present (S), or known to be absent (A). DO NOT LEAVE BLANKS!

If you are applying for a permit for the first time, indicate P, S, or A (see above) in the following tables.

Total Toxic Organics (TTO's), 40 CFR Part 122, Table II
(includes Volatiles, Base Neutrals, Acid Extractibles, and Pesticides)

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
Volatiles							
1. Acrolein							
2. Acrylonitrile							
3. Benzene							
4. Bromoform							
5. Carbon tetrachloride							
6. Chlorobenzene							
7. Chlorodibromomethane							
8. Chloroethane							
9. 2-chloroethylvinyl ether							
10. Chloroform							
11. Dichlorobromomethane							
12. 1,1-dichloroethane							
13. 1,2-dichloroethane							
14. 1,1-dichloroethylene							
15. 1,2-dichloropropane							
16. 1,3-dichloropropylene							
17. Ethylbenzene							
18. Methyl bromide							
19. Methyl chloride							
20. Methylene chloride							
21. 1,1,2,2-tetrachlorethane							
22. Tetrachloroethylene							
23. Toluene							
24. 1,2-trans-dichloroethylene							
25. 1,1,1-trichloroethane							

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
26. 1,1,2-trichloroethane							
27. Trichloroethylene							
28. Vinyl chloride							
Acid Extractibles							
29. 2-chlorophenol							
30. 2,4-dichlorophenol							
31. 2,4-dimethylphenol							
32. 4,6-dinitro-o-cresol							
33. 2,4-dinitrophenol							
34. 2-nitrophenolane							
35. 4-nitrophenolane							
36. p-chloro-m-cresol							
37. Pentachlorophenol							
38. Phenol							
39. 2,4,6-trichlorophenol							
Base Neutrals							
40. Acenaphthene							
41. Acenaphthylene							
42. Anthracene							
43. Benzidine							
44. Benzo (a) anthracene							
45. Benzo (a) pyrene							
46. 3,4-benzofluoranthene							
47. Benzo (ghi) perylene							
48. Benzo (k) fluoranthene							
49. Bis (2-chloroethoxy) methane							
50. Bis (2-chloroethyl) ether							
51. Bis (2-chloroisopropyl) ether							
52. Bis (2-ethylhexyl) phthalate							
53. 4-bromophenyl phenyl ether							
54. Butylbenzyl phthalate							
55. 2-chloronaphthalene							
56. 4-chlorophenyl phenyl ether							
57. Chrysene							
58. Dibenzo (a,h) anthracene							
59. 1,2-dichlorobenzene							
60. 1,3-dichlorobenzene							
61. 1,4-dichlorobenzene							
62. 3,3-dichlorobenzidine							
63. Diethyl phthalate							
64. Dimethyl phthalate							

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
65. Di-n-butyl phthalate							
66. 2,4-dinitrotoluene							
67. 2,6-dinitrotoluene							
68. Di-n-octyl phthalate							
69. 1,2-diphenylhydrazine							
70. Fluororanthene							
71. Fluorene							
72. Hexachlorobenzene							
73. Hexachlorobutadiene							
74. Hexachlorocyclopentadiene							
75. Hexachloroethane							
76. Indeno (1,2,3-cd) pyrene							
77. Isophorone							
78. Napthalene							
79. Nitrobenzene							
80. N-nitrosodimethylamine							
81. N-nitrosodi-n-propylamine							
82. N-nitrosodiphenylamine							
83. Phenanthrene							
84. Pyrene							
85. 1,2,4-trichlorobenzene							
Pesticides							
86. Aldrin							
87. Alpha-BHC							
88. Beta-BHC							
89. Gamma-BHC							
90. Delta-BHC							
91. Chlordane							
92. 4,4'-DDT							
93. 4,4'-DDE							
94. 4,4'-DDD							
95. Dieldrin							
96. Alpha-endosulfan							
97. Beta-endosulfan							
98. Endosulfan sulfate							
99. Endrin							
100. Endrin aldehyde							
101. Heptachlor							
102. Heptachlor epoxide							
103. PCB-1242							

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
104. PCB-1254							
105. PCB-1221							
106. PCB-1232							
107. PCB-1248							
108. PCB-1260							
109. PCB-1016							
110. Toxaphene							

40 CFR Part 122, Appendix D, Table III
(metals, cyanide and total phenols)

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
1. Antimony, Total							
2. Arsenic, Total							
3. Barium, Total							
4. Beryllium, Total							
5. Cadmium, Total							
6. Chromium, Total							
7. Copper, Total							
8. Cyanide, Total							
9. Lead, Total							
10. Mercury, Total							
11. Nickel, Total							
12. Selenium, Total							
13. Silver, Total							
14. Thallium, Total							
15. Zinc, Total							
16. Phenols, Total							
17. Nitrite N							
18. Organic N							
19. Orthophosphate P							
20. Phosphorus							
21. Sodium							
22. Specific Conductance							
23. Sulfate							
24. Sulfide							
25. Sulfite							

Other Pollutants of Concern

Parameter	Location	Method	Detection Limit	Maximum Daily Value (with units)	Average Value (with units)	Number of Analyses	P; S; A
1. Asbestos							
2. Diazinon							
3. Molybdenum, Total							
4. 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD)							

SECTION G: TREATMENT

1. Is any form of wastewater treatment practiced at this facility?

☐ Yes ☐ No

If yes, indicate which is used:

- ☐ Air flotation
- ☐ Centrifuge
- ☐ Chemical precipitation
- ☐ Chlorination
- ☐ Cyclone
- ☐ Filtration
- ☐ Flow equalization
- ☐ Grease or oil separation, type: _____
- ☐ Grease trap
- ☐ Grinding filter
- ☐ Grit removal
- ☐ Ion exchange
- ☐ Neutralization, pH adjustment
- ☐ Ozonation
- ☐ Reverse osmosis
- ☐ Screen
- ☐ Sedimentation
- ☐ Septic tank
- ☐ Solvent separation
- ☐ Spill protection
- ☐ Sump
- ☐ Biological treatment, type: _____
- ☐ Rainwater diversion or storage
- ☐ Other chemical treatment, type: _____
- ☐ Other physical treatment, type: _____
- ☐ Other, type: _____

2. Describe the pollutant loadings, flow rates, design capacity, physical size, and operating procedures of each treatment facility checked above. Attach additional sheets if needed.

3. Describe any changes in treatment or disposal methods planned or under construction for the wastewater discharge to the sanitary sewer. Include estimated completion dates.

4. Do you have a treatment operator? ☐ Yes ☐ No

If yes, complete the following:

Name: _____

Title: _____

Phone number: _____

Full time (specify hours): _____

Part time (specify hours): _____

5. Do you have manual on the correct operation of your treatment equipment?

☐ Yes ☐ No

6. Do you have a written maintenance schedule for your treatment equipment?

☐ Yes ☐ No

SECTION H: FACILITY OPERATIONAL CHARACTERISTICS

1. Shift information:

Work Days:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Employees per shift:	1st _____	_____	_____	_____	_____	_____	_____
	2nd _____	_____	_____	_____	_____	_____	_____
	3rd _____	_____	_____	_____	_____	_____	_____
Shift start and end times	1st _____	_____	_____	_____	_____	_____	_____
	2nd _____	_____	_____	_____	_____	_____	_____
	3rd _____	_____	_____	_____	_____	_____	_____

2. Indicate whether the business activity is:

☐ Continuous through the year, or

☐ Seasonal- explain: _____

3. Indicate whether the facility discharge is:

☐ Continuous through the year, or

☐ Seasonal- explain: _____

4. Do your industrial processes shut down for vacation, maintenance or other reason?

☐ Yes ☐ No

If yes, explain: _____

5. List types and amounts (mass or volume per day) of raw materials used or planned for use (attach sheets if necessary):

6. List types and quantities of chemicals used or planned for use (attach sheets if necessary). Include copies of Manufacturer's Safety Data Sheets for ALL chemicals identified:

Chemical	Quantity
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

7. Building Layout- Attach a scale map drawing of the location of each building on the premises. Show map orientation and location of all water meters, storm drains, numbered processes (from the flow chart), public sewers, and each facility sewer line connected to the public sewers. Number each sewer and show existing and proposed sampling locations. A blueprint of the facilities showing the above items may be attached in lieu of a newly developed drawing.

SECTION I: SLUG AND SPILL PREVENTION

1. Do you have chemical storage containers, bins, or ponds at your facility?

☐ Yes ☐ No

If yes, please give a description of their location, contents, size, type and cleaning frequency and method. Also, indicate the proximity of these containers to a sewer or storm drain (this may be done in a drawing). Indicate if buried metal containers have cathodic protection.

2. Do you have floor drains in your manufacturing or chemical storage areas?

☐ Yes ☐ No

If yes, to where do they drain? _____

3. Could an accidental spill of chemicals storage containers, bins or ponds result in a discharge to any of the following areas (check all that apply)?

- ☐ Onsite disposal system
☐ Public sanitary sewer system (for example, through a floor drain)
☐ Storm drain
☐ Ground
☐ Other (specify): _____
☐ Not applicable; no possible discharge to any of the above routes

4. Do you have a written Slug Control Plan or a Spill Prevention Plan to prevent chemical spills or slug discharges from entering the Control Authority's collection system (the sanitary sewer)?

☐ Yes ☐ No ☐ Not applicable, since there are no floor drains and/or the facility discharges only domestic wastes.

If yes, please submit a copy along with this application.

5. Please describe below any previous spill events and remedial measures taken to prevent their reoccurrence.

SECTION J: NONDISCHARGED WASTES

1. Are any waste liquids or sludges generated and not disposed of in the sanitary sewer system?

☐ Yes ☐ No (if no, skip the remainder of this section)

If yes, please describe:

Waste Generated	Quantity (per year)	Disposal Method
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

2. Are any of these wastes removed by a disposal company? ☐ Yes ☐ No

If yes, please complete the following (attach sheet if necessary):

Waste	Disposal Company	Address	Permit No.
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

3. Have you been issued any local, state or federal environmental permits?

☐ Yes ☐ No

If yes, please list them:

SECTION K: AUTHORIZED SIGNATURES

1. Are all applicable local, state and federal pretreatment standards and requirements being met on a consistent basis?

☐ Yes ☐ No ☐ Not applicable, since discharge is not yet occurring

If no:

- a. What additional operations and maintenance procedures are being considered to bring the facility into compliance? Also, list additional treatment technology or practices being considered in order to bring the facility into compliance.

- b. Provide a schedule for bringing the facility in compliance. Specify major events planned along with reasonable completion dates.

Milestone Activity

Completion Date

<hr/>	
<hr/>	
<hr/>	
<hr/>	
<hr/>	

Note: If the Control Authority issues a permit to the applicant, it may establish a schedule for compliance different from the one submitted by the facility.

Authorized Representative Statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name(s)

Title(s)

Signature

Date

Phone number

EXHIBIT 2

CITY
PERMIT TO DISCHARGE INDUSTRIAL WASTEWATERS
TO THE SANITARY SEWER

Name of Industry (Permittee) _____

Permitted Process _____

Date Permitted Process Established at this Address _____

Address _____
(location of sewer service)

Permit No. _____

The above named permittee is authorized to discharge industrial wastewaters to the sanitary sewerage system according to the provisions of this permit. This permit is based on the Application for Wastewater Discharge Permit and all related compliance schedules, plans and commitments to performance as submitted by the above named permittee or his authorized representative. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit. Authorization is granted for a period beginning _____ until _____.
Month/Day/Year Month/Day/Year

Authorized Representative

Date

Signature

Title

City
S T A T E O F T E X A S

PART 1 - EFFLUENT LIMITATIONS

- A. The permittee is authorized to discharge process wastewater to the City of _____, and Trinity River Authority wastewater system from the outfall(s) listed below:

<u>Outfall</u>	<u>Descriptions</u>
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- B. Where effluent discharge limits are subject to more than one standard/limitation the more restrictive shall apply. (See Appendix B, Sources for Effluent Limitations.) The discharges from outfall _____ shall not exceed the following effluent limitations except that BOD₅ and TSS may instead be subject to a surcharge for exceeding the stated limits (see special conditions section of the permit).

APPLICABLE CATEGORICAL EFFLUENT LIMITATIONS - OUTFALL

(Expressed as Total mg/l except pH which is in Standard Units)

<u>Parameter</u>	<u>Limit</u>
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*See Special Conditions, Part 9 for information

APPLICABLE LOCAL EFFLUENT LIMITATIONS - OUTFALL

(Expressed as Total mg/l except pH which is in Standard Units)

<u>Parameter</u>	<u>Limit</u>
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*See Special Conditions, Part 9 for information

- C. The effluent from outfall ____ shall be of domestic or nonprocess wastewater only during the following time periods: ____ All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in City of ____ Ordinance No. ____ and any applicable State and Federal pretreatment laws, regulations, or requirements that may become effective during the term of this permit. Ignorance of any of the aforementioned shall not constitute a means of relief from compliance.

PART 2 - MONITORING REQUIREMENTS

A. Categorical Monitoring Requirements

- ☐ Permittee performs self-monitoring, 40 CFR Part 403.12(g)
☐ Control Authority performs permittee's required self-monitoring 40 CFR Part 403(g).

Outfall ____ shall be monitored for the following parameters, at the indicated frequency:

Sampling Frequency (Minimum)

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
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*See Special Conditions, Part 9 for information

All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

B. Local Limit Monitoring Requirements

- ☐ Permittee performs self-monitoring, 40 CFR Part 403.12(g)
- ☐ Control Authority performs permittee's required self-monitoring 40 CFR Part 403(g).

Outfall _____ shall be monitored for the following parameters, at the indicated frequency:

Sampling Frequency (Minimum)

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
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*See Special Conditions, Part 9, for information

All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

PART 3 - RECORDS

A. Retention of Records

1. The permittee shall retain records of all monitoring information including: all calibration and maintenance records, all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and self monitoring performed, and records of all data used to complete the application for this permit.
2. This and all other pretreatment related information shall be retained for a period of at least three years. This period may be extended by request of the City and/or Trinity River Authority.
3. All records that pertain to enforcement or litigation activities brought by the City and/or Trinity River Authority shall be retained and preserved by the permittee for three years, or until all enforcement activities and appeals have expired.

B. Record Contents

Records of sampling and analyses shall include:

1. The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
2. The analytical techniques/methods used; and
3. The results of such analyses, including quality control records.

C. Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in the imposition of criminal sanctions and/or civil penalties.

D. Inspection and Entry

The permittee shall allow the City, or it's authorized representative, Trinity River Authority, EPA, and/or TCEQ upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, property, equipment (including monitoring and control equipment), practices, or operations.
4. Sample or monitor for the purposes of assuring permit compliance any substances or parameters at any location; and
5. Records pertinent to this permit shall be made available during inspections. Requests by the permittee for replication of records shall be made in writing and signed by the permittee's authorized representative.

E. Manifesting

Permittee shall maintain records and make available for inspection all manifests from waste haulers removing hazardous materials from the facility whether for disposal or for recycling purposes. If on site disposal or recycling occurs the Permittee shall maintain records of such.

PART 4 - MONITORING AND REPORTING REQUIREMENTS

A. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit. All equipment used for sampling and analysis must be routinely calibrated, inspected, and maintained to ensure their accuracy.

B. Flow Measurements

If flow measurement is required by this permit, the devices shall be installed, calibrated, and maintained to ensure accuracy of the measurements. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.

C. Analytical Methods

All sampling and analysis required by this permit shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, otherwise approved by EPA or as specified in this permit.

D. Semi-annual Reports

Permittee shall summarize pertinent pretreatment regulatory information on the Pretreatment Semi-Annual Report form. This report will be the current form as per the City, and is to be completed during the months of June and December. The City may specify different months in consideration of such factors as budget cycles, holidays, high or low flows, etc. The semi-annual report shall be submitted to the City, with a copy to the Trinity River Authority of Texas. See Appendix A for addresses.

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto or otherwise approved by EPA or as specified in this permit, the results of such monitoring, along with copies of laboratory reports and chain of custody sheets, shall be included in the Semi- Annual Report submitted.

E. Automatic Resampling

If the results of the permittee's self-monitoring and wastewater analysis indicates that a violation of this permit has occurred, the permittee must:

1. Inform the City of the violation within 24 hours of becoming aware of the violation; and
2. Repeat the sampling and pollutant analysis and submit in writing the results of the second analysis within 30 days of becoming aware of the violation.

F. Accidental Discharge Report

The permittee shall notify the City and Trinity River Authority immediately upon the occurrence of an accidental discharge or any slug loads or spills of substances prohibited or otherwise limited that enter or may enter the public sewer. The City and Trinity River Authority shall be notified by telephone, (See Appendix A), Monday - Friday, weekends and holidays. The notification shall include: location of discharge, date and time thereof, type of waste (including concentration and volume), and actions taken to prevent or minimize the recurrence of such an event. Within five (5) days following an accidental discharge, the permittee shall submit to the City and Trinity River Authority a detailed written report. The report shall specify:

1. Description and cause of the upset including: location of discharge, type, concentration, and volume of waste.
2. Duration of noncompliance including exact dates and times of noncompliance and, if the noncompliance is continuing, an immediate response to cause the noncompliant discharge to cease; also continuous communication with the affected parties so as to keep them informed of the situation.
3. All steps taken or to be taken to reduce, eliminate, and prevent continuation or recurrence of such an upset, slug load or accidental discharge, spill, or other conditions of noncompliance.

G. Monitoring Facilities

The City may require to be provided and operated (at the Users' own expense) monitoring facilities to allow inspection, sampling, and flow measurement of the total discharge or any part of the total discharge originating from their facility. The facilities and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

H. Changes

The permittee shall give written notice to the City 60 days prior to any facility expansion, production increase, or process modifications which result in new or substantially increased discharge or a change in the nature of the discharge. Variations in flow greater than 20%, or changes in the timing of batch discharges from the permittee as a result of modifications to the industrial processes must be reported in writing.

I. Anticipated Noncompliance

The permittee shall give advance notice to the City of any planned changes in the permitted facility or activity which may result in

noncompliance with permit requirements. This does not relieve the permittee from maintaining compliance with the requirements of this permit.

J. Duty to Provide Information

The permittee shall furnish to the City and Trinity River Authority any information which the City and Trinity River Authority may request to determine whether cause exists for: modifying, revoking, reissuing, terminating this permit, or determining compliance with this permit. The permittee shall also, upon request, furnish to the City and Trinity River Authority copies of any records required to be kept by this permit.

K. Act of God Provision:

1. An event that would otherwise be a violation that is caused solely by an Act of God, war, strike, riot, or other catastrophe is not a violation.
2. In an enforcement proceeding, the user seeking to establish the occurrence of an ACT of God, war, strike, riot, or other catastrophe shall have the burden of proof.
3. In the event that an Act of God, war, strike, riot, or other catastrophe has been established the user shall control production of all discharges to the extent possible until such time as the reduction, loss, or failure of it's treatment facility is restored or an alternative method of treatment is provided.

L. Notification of Bypass

1. Anticipated bypass. Anticipated discharges which would cause a violation of this permit will not be allowed.
2. Unanticipated bypass. The permittee shall immediately notify the City and Trinity River Authority and submit a written notice within five (5) days. This report shall specify:
 - a. The description of the bypass and it's cause including its duration;
 - b. Whether the bypass has been corrected; and
 - c. The steps being taken or to be taken to reduce, eliminate, and prevent continuation or recurrence of the bypass.

M. Slug Loading

Permittee shall immediately notify the treatment plant and the City (Appendix A) in the event that a slug loading of pollutants occurs. Slug load is defined as any discharge of a non-routine and/or

episodic nature, including those defined in 40 CFR 403.5(b), that could cause problems to the POTW.

N. Signatory Requirements

All applications, reports, or information submitted to the City and Trinity River Authority must contain the following certification statement and be signed by the Designated Signatory Authority for your facility:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If the Designated Signatory Authority, as stated in the Permit Application, is no longer accurate because a different individual or position has overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of 40 CFR 403.12(1) must be submitted to the City prior to or together with any reports to be signed by the Designated Signatory Authority.

All reports required by this permit shall be submitted to the City and Trinity River Authority (See Appendix A). Failure to submit any report or information required by this permit shall constitute a violation.

PART 5: OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

A. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures.

B. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation or loss or failure of all or part of the treatment facility, the permittee shall to the extent necessary to maintain compliance with its permit, control its production or discharges (or both) until operation of the treatment

facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a permittee that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

PART 6: PROHIBITIONS

A. Bypass

1. The pretreatment facility of the permittee must be in operation at all times to the extent necessary to meet applicable requirements and regulations.
2. Exceptions:
 - a. A bypass may be excused if the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. It may be excusable if there are no feasible alternatives to the bypass.
 - b. The "no feasible" alternatives criterion is not satisfied if, in the exercise of reasonable engineering judgement, adequate back-up equipment should have been installed to prevent a bypass which occurs during preventative maintenance or normal periods of equipment downtime.
3. Reporting requirements - see Part 4, Paragraph K.

B. Dilution

Except where expressly authorized to do so by an applicable Pretreatment Standard or Requirement, no Industrial User shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard or Requirement.

C. General Prohibitions

The permittee shall not introduce into the POTW any pollutant(s) which will cause Pass Through or Interference as outlined in 40 CFR 403.5(a).

D. Specific Prohibitions

The permittee shall not introduce into the POTW any pollutant as outlined in the City of _____, Ordinance No. _____, as listed in Appendix D. As well as any pollutant outlined in 40 CFR 403.5(b). Including but not limited to:

1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
2. Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges;
3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
5. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

E. Hazardous Waste Notification

The permittee shall notify the POTW, the City of _____, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the sanitary sewer system of a substance, which, if otherwise disposed of would be a hazardous waste as outlined in 40 CFR 261. Such notification shall conform to requirements described in 40 CFR 403.12(p).

PART 7: GENERAL CONDITIONS

A. Severability

The provisions of this permit are severable, and if any provision of this permit is held invalid, the remainder of this permit shall not be affected.

B. Duty to Comply

The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, Compliance schedule or enforcement proceedings.

C. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this permit. This includes additional monitoring as necessary to determine the nature and impact of the noncompliant discharge.

D. Permit Modification/Reopener Clause

This permit may be modified/reopened for good causes including, but not limited to, the following:

1. To incorporate a compliance schedule or any new or revised Federal, State, or local pretreatment standards or requirements;
2. Material or substantial alternations or additions to the discharger's operation processes or discharge volume or character which were not considered in drafting the effective permit;
3. A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
4. Violation of any terms or conditions of the permit;
5. Misrepresentation or failure to disclose all relevant facts in the permit application or in any required reporting;
6. To correct typographical or other errors in the permit;
7. To reflect transfer of the facility ownership and/or operation to a new owner/operation;
8. Any new or revised requirements contained in the National Categorical Pretreatment Standard promulgated or for a National General Pretreatment Standard promulgated;
9. Any new or revised requirements resulting from the Trinity River Authority reevaluation of its local limits.

E. Permit Termination

This permit may be terminated for the following reasons:

1. Falsifying self-monitoring reports;
2. Tampering with monitoring equipment;
3. Refusing to allow timely access to the facility premises and record;
4. Failure to meet effluent limitations;
5. Failure to meet compliance schedules; and
6. Problems at POTW associated with discharges from the user such as pass through or interference.

F. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

G. Limitation on Permit Transfer

Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the City:

1. The permittee must give at least ___ days advance notice to the City.
2. The notice must include a written certification by the new owner which:
 - a. States that the new owner has received a copy of the existing permit and has no immediate intent to change the facility's operations and processes;
 - b. Identifies the specific date on which the transfer is to occur; and
 - c. Acknowledges full responsibility for complying with the existing permit.

H. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit the permittee must submit an application for a new permit at least ___ days before the expiration date of this permit.

I. Continuation of Expired Permits

An expired permit will continue to be effective and enforceable until the permit is reissued. The permittee will not be subject to penalties if:

1. The permittee has submitted a complete permit application at Least____days prior to the expiration date of the user's existing permit.
2. The failure to reissue prior to expiration of the previous permit is not due to any act or failure to act on the part of the permittee.

J. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under local, State, or Federal laws, regulations, or ordinances.

K. Compliance with Applicable Pretreatment Standards and Requirements

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable local, State and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

PART 8: NON-COMPLIANCE

A. Criminal/Civil Penalties

The City may deny or revoke the permit, disallow/disconnect service, assess civil or criminal penalties, develop compliance schedules, and seek other available legal remedies, in accordance with City, State or Federal laws, regulations, ordinances, or codes for any violation of this permit.

1. Civil Penalties

- a. A user who has violated, or continues to violate, any provision of the industrial wastewater ordinance, wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of One Thousand Dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long- term average discharge limit, penalties shall accrue for each day during the period of the violation.
- b. The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

- c. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- d. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

2. Criminal Prosecution

- a. A user who violates any provision of the industrial wastewater ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than Two Thousand Dollars (\$2,000.00) per violation, per day, or imprisonment as decided by an appropriate court, or both.
- b. A user who introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a [misdemeanor] and be subject to the same penalties described in A.1.a. above. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- c. A user who makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to the industrial wastewater ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be subject to the same penalties described in A.1.a above.
- d. CRIMINAL RESPONSIBILITY. A culpable mental state is not required to prove an offense under this Ordinance. A person is criminally responsible for a violation of this Ordinance if:
 - (1) the person commits or assists in the commission of a violation, or causes or permits another person to commit a violation; or
 - (2) the person owns or manages the property or facilities determined to be the cause of the illegal discharge.

B. Annual Publication

A list of all industrial users which were determined to be in significant noncompliance, as defined in 40 CFR 403.8(f)(2)(vii), during the POTW's previous twelve (12) month reporting period shall be annually published by the city in the largest daily newspaper within its service area.

PART 9: SPECIAL CONDITIONS

A. Surcharge

Permittee may be surcharged for BOD₅ and TSS based on monitoring activities conducted each year by the City or its authorized representative. The surcharge will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater flow:

$$\text{Surcharge} = \frac{Q}{1,000,000} \times 8.34 \times [a(\text{BOD} - x) + b(\text{TSS} - y)]$$

- Q = flow of wastewater in gallons
- 8.34 = weight in pounds of one gallon of water
- x = normal limits of Biochemical Oxygen Demand (BOD) in domestic wastewater expressed in milligrams per liter
- y = normal limits of Total Suspended Solids (TSS) in domestic wastewater expressed in milligrams per liter
- a = unit cost per pound of BOD
- b = unit cost per pound of TSS

BOD₅ and TSS limits represent a surcharge limit. Exceeding surcharge limits does not constitute a violation.

B. TTO Requirements

- 1 VOLATILES
- 1 BASE NEUTRALS
- 1 ACID EXTRACTABLE

For Metal Finishing Category, 40 CFR Part 433, in lieu of performing the self-monitoring requirement for TTO, if an approved Toxic Organic Management Plan (TOMP) is on file with the Control Authority, the user may submit a certification statement with the semi-annual reports as per 40 CFR Part 403.12(e) and 403.12(g). The statement will be provided by the City for the user's report.

APPENDIX A (Telephone Numbers/Addresses)

Trinity River Authority
Address

Phone #
Fax #

City of _____
Address

Phone #
Fax #

APPENDIX B (Sources for Effluent Limitations)

- A. The following are the Local Limits, outlined in City of _____
Ordinance No. _____;

<u>Parameter</u>	<u>Local Limit (mg/l)</u>
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- B. [If Applicable] The following limits apply to the federally regulated processes and related discharges for the [insert type of industry being permitted] category 40 CFR Part [XXXX]:

<u>Pollutant</u>	<u>Max. Daily (mg/l)</u>	<u>Max. Monthly (mg/l)</u>
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- C. [If Applicable] When applying the categorical limits at Outfall_____, the following combined wastestream formula limits shall be used. Flow information is taken from the most recent flow data submitted by the Permittee:

$$C(t) = C(i) \times \frac{F(t) - F(d)}{F(t)} \quad C(t) = C(i) \times \quad C(t) = C(i) \times (\quad)$$

Where:

C(t) = Alternate Concentration Limit

C(i) = Categorical Pretreatment Standard Concentration Limit

F(t) = Average daily flow through the facility (includes regulated, unregulated, and dilute wastestreams)
F(d) = Average Daily flow of dilute wastestreams

Pollutant	Alternative Max. Daily (mg/l)	Alternative Max. Monthly (mg/l)
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The applicable limits shall be the more restrictive of either local limits or the recalculated categorical limits for the point of entry.

APPENDIX C - Definitions

- A. Average - The arithmetic mean of the values for effluent samples collected over a designated period.
- B. Bi-Monthly - Once every other month.
- C. Bi-Weekly - Once every other week.
- D. Bypass - Means the intentional diversion of wastes from any portion of a treatment facility.
- E. Composite Sample - A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.
- F. Cooling Water -
 - 1. Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.
 - 2. Contaminated: Water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
- G. Grab Sample - An individual sample collected in less than 15 minutes, without regard for flow or time. This sample may be taken as a multi-part grab: composed of discrete grab sample(s) composited after collection and prior to analysis in the laboratory.
- H. Instantaneous Maximum - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- I. Maximum Limit, Daily and/or Monthly - The maximum allowable discharge limit of a pollutant during any period of time unless specified otherwise. Where daily maximum limitations are expressed in units of mass allowable during a specified discharge period, the maximum limit is the total mass discharged during the period specified. Where maximum limitations are expressed in terms of

concentration, the maximum limit will be applicable at all times during any discharge.

- J. Monthly Average - The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30 day period (as opposed to a rolling 30 day window).
- K. Pretreatment Year - As defined in the POTW permit, March 1, through February 28, of each year.
- L. Semi-annually - Each six month period of the pretreatment year. Specifically, June 1, through November 30; and December 1, through May 31.
- M. Semi-annual reports - Reports to be submitted by the permittee during each of the semi-annual periods identified above, specifically during June and December, unless the Control Authority has requested alternate months for submission in consideration of budget cycles, high or low flow rates, etc.
- N. Significant Noncompliance - As outlined in 40 CFR 403.8 (f)(2)(vii), if a violation, or a series of violations meets one or more of the criteria as stated.
- O. TOMP - Toxic Organic Management Plan
- P. TTO - Means total toxic organics, which is the summation of all quantifiable values greater than 0.01 mg/l for the listed toxic organics.

APPENDIX D - Specific Prohibitions

The following are the Specific Prohibitions, outlined in City of _____, Ordinance No. _____;