

<p><b>THE STATE OF TEXAS</b></p> <p><b>COUNTY OF TRAVIS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>2005 REVISED AGREEMENT FOR</b></p> <p><b>THE PROVISION OF WHOLESALE</b></p> <p><b>WASTEWATER SERVICE</b></p> <p><b>BETWEEN THE CITY OF AUSTIN</b></p> <p><b>AND THE CITY OF WEST LAKE</b></p> <p><b>HILLS</b></p>
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THIS 2005 REVISED WHOLESALE WASTEWATER AGREEMENT ("2005 Revised Agreement") is made and entered by and between the City of Austin, Texas, a Texas home rule municipal corporation ("Austin") and the City of West Lake Hills, Texas ("West Lake Hills"), a Texas general law municipal corporation, collectively ("Parties"), as authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, Austin and West Lake Hills previously entered into a wastewater agreement on February 5, 1988 entitled Wastewater Contract ("1988 Agreement") pursuant to which Austin and West Lake Hills consented to the provision of retail wastewater service by Austin to certain customers within the corporate boundaries of West Lake Hills. The 1988 Agreement expires of its own terms on February 5, 2018. This Agreement by the Parties supercedes the 1988 Agreement; and

WHEREAS, West Lake Hills has requested that Austin provide wholesale wastewater service to West Lake Hills for its proposed wastewater system that will provide retail wastewater service to retail connections within its corporate limits and extraterritorial jurisdiction; and

WHEREAS, the Austin City Council, by Resolution Nos. 991007-70 and 000803-58, dated October 7, 1999 and August 3, 2000 respectively, has duly authorized the negotiation and execution of a wholesale wastewater agreement with West Lake Hills subject to certain terms and conditions that are contained in the above-mentioned resolutions; and

WHEREAS, the West Lake Hills City Council, by Approved and Signed Minutes, Regular Council Meeting, dated April 25, 2001 has duly authorized the negotiation and execution of a wholesale wastewater agreement with Austin; and

WHEREAS, Austin and West Lake Hills entered into a wastewater agreement on May 3, 2001 entitled First Agreement for the Provision of Wholesale Wastewater Service Between the City of Austin and the City of West Lake Hills ("First Agreement") pursuant to which Austin and West Lake Hills agreed to the provision of wholesale wastewater service from the City of Austin for the corporate and extraterritorial jurisdictional boundaries of the City of West Lake Hills; and

WHEREAS, Austin and West Lake Hills wish to modify provisions of the First Agreement and have this 2005 Revised Agreement supercede the First Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this 2005 Revised Agreement, Austin and West Lake Hills agree as follows:

## ARTICLE I: DEFINITIONS

1.01 Definition of Terms. The terms used in this 2005 Revised Agreement will have the meanings set forth below, unless otherwise defined in the 2005 Revised Agreement:

- a) **Alternative Wastewater Collection System:** means any wastewater system designed and operated in accordance with the Texas Commission on Environmental Quality's Design Criteria for Sewerage Systems in 30 Tex. Admin. Code § 317.2, *et seq.*, ("TCEQ"), and other TCEQ requirements, or Chapter 15-10 of the Austin City Code, as amended.
- b) **Annual Average Daily Flow Rate:** means the calculated daily average of all wastewater discharged from the Wholesale Service Area for a 12 month period expressed in terms of gallons per minute (gpm).
- c) **Austin:** means the City of Austin, Texas, a Texas home rule municipal corporation acting through its City Manager or the City Manager's designee, unless otherwise indicated.
- d) **Austin's Wastewater System or Austin's System:** means all of the wastewater equipment and facilities of the City of Austin, Texas that are used for the collection, transportation, treatment, or disposal of wastewater, including, without limitation, any portion of the Connecting Facilities dedicated to and accepted by Austin.
- e) **BOD-5 (Biochemical Oxygen Demand):** means the quantity of oxygen, expressed in milligrams per liter (mg/L), utilized in the biochemical oxidation of organic matter as determined by standard analytical laboratory operating procedures.
- f) **Brady Lane Neighborhood:** means those residential wastewater connections in the Wholesale Service Area on the following streets: Brady Lane, Gentry Drive, Gregory Place, Jeffery Place, North Peak Road, Ridgewood Drive/Road, Rollingwood Drive, Sugar Creek Drive, and Sugar Shack Drive as shown in Exhibit A. Exhibit A is incorporated by reference for all purposes.
- g) **Buffington #3 Lift Station:** means the lift station as described in Exhibit C.
- h) **Calibration:** means the utilization of check meters, velocity tests, or verification of secondary instrumentation accuracy using a standard signal at the transmitter or a calibrated primary sensor.
- i) **COD (Chemical Oxygen Demand):** means the measure of the oxygen consuming

capacity of inorganic and organic matter present in wastewater or other liquid as determined by standard analytical laboratory procedures and expressed in milligrams per liter (mg/L).

- j) Commercial Customers: means owners or occupants of multi-family residential units and all nonresidential users of wastewater service in the agreed Wholesale Service Area.
- k) Connecting Facilities: means
  - 1. any new lift station constructed by West Lake Hills intended to directly pump to a Point of Entry into the Austin System which lift station will be owned and operated by West Lake Hills;
  - 2. those portions of all wastewater mains that will directly connect to Austin's Wastewater System. West Lake Hills will dedicate a portion of the proposed wastewater mains to Austin at or near the Points of Entry to Austin's Wastewater System as determined by Austin;
  - 3. all Metering Facilities associated with a Point of Entry or for monitoring contractual compliance (other than temporary, portable meters which shall be provided at Austin's expense), which Metering Facilities will be dedicated to Austin by West Lake Hills; and
  - 4. all repairs or replacements of the above-mentioned proposed facilities.
- l) Conventional Gravity Wastewater Service: means the collection of all wastewater disposed from a service connection and transported by a gravity line to the Austin Wastewater System.
- m) Director: means the Director of the City of Austin, Texas Austin Water Utility or the Director's authorized designee.
- n) Environmental Protection Agency or EPA: means the United States Environmental Protection Agency.
- o) Existing Commercial Tract: means a tract of land in West Lake Hills that on or before the execution of the First Agreement is zoned or used for purposes other than single-family residential and has an improvement located on the land that uses a septic system and drain field for the treatment and disposal of wastewater from the land's improvement.
- p) Existing Customers: means the customers identified in Exhibit B.
- q) Existing Residential Lots: means a lot that on or before the execution date of the First Agreement is zoned or used for purposes of a single-family residence and

has a structure located on the land that uses a septic system and drain field for the treatment and disposal of wastewater from the lot's structure.

- r) Industrial Waste: means the definition in Chapter 15-10 of the Austin City Code, as amended.
- s) Infiltration: means water that enters the West Lake Hills Wastewater System through defects such as cracks or breaks in the piping, manholes, or other appurtenances.
- t) Inflow: means water that enters the West Lake Hills Wastewater System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.
- u) Interference: means an inhibition or disruption of Austin's System, treatment processes, or operations that causes or contributes to a violation of any requirement of Austin's Wastewater discharge permit(s).
- v) McConnell Neighborhood: means those residential Wastewater connections in the Wholesale Service Area on the following streets: Buckeye Trail, McConnell Drive, Reveille Road/Street, Rocky River Road, Westhaven Drive, Westlake Drive, and West Spring Drive as shown in Exhibit A.
- w) Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment required to measure Wholesale Wastewater Service to West Lake Hills.
- x) Peak Flow Rate: means the highest calculated flow rate delivered to Austin's System under any operational condition, including inflow and infiltration. The Peak Flow Rate at Points of Entry with Metering Facilities will be calculated by Austin by collecting flow readings taken every second when the lift station pumps are operating and averaging sixty readings for each minute. A Peak Flow Rate at Point of Entry with Metering Facilities will be identified by those Peak Flow Rates, rounded to the nearest whole number, that are duplicated for two or more consecutive minutes. Austin will calculate the Peak Flow Rate for all Points of Entry without Metering Facilities based upon the Winter Months Averaging Period and multiplied by the number four.
- y) Points of Entry: means the locations in Austin's System at which all wastewater will pass from West Lake Hills' System into Austin's System as more particularly described in Exhibits D and E and as amended and approved by the Director.
- z) Pretreatment Requirements: means the pollutant concentration, discharge limitations, and other requirements described in Chapter 15-10 of the Austin City Code, as amended, and the Federal Pretreatment and Monitoring Regulations promulgated by the EPA including the Code of Federal Regulations, 40 CFR 136, 40 CFR 403, Pretreatment Standards, as amended.

- aa) Prohibited Waste: means those substances and waste prohibited from being discharged into Austin's System and West Lake Hills' System except in accordance with Chapter 15-10 of the Austin City Code, as amended.
- bb) Red Bud Siphons: means the two wastewater mains located in Red Bud Trail that cross Town Lake as more particularly described in Exhibit C.
- cc) Residential Customers: means users of wastewater service living in single-family homes in the Wholesale Service Area.
- dd) Sewage: means water borne human excreta and gray water.
- ee) TSS (Total Suspended Solids): means the amount of solids expressed in milligrams per liter (mg/L) that float on the surface of or in suspension in water, sewage, industrial waste, or other liquid determined by standard analytical laboratory operating procedures.
- ff) Waste or Wastewater: means liquid or water borne waste, including, without limitation, sewage, commercial waste, industrial waste, or other wastes, whether separate or commingled.
- gg) Wastewater Capital Recovery Fee: means a charge imposed on each service unit of new development pursuant to Chapter 25-9 of the Austin City Code, as amended, to generate revenue for funding or recouping the costs of capital improvements or facility expansions of Austin's System.
- hh) West Lake Hills: means the City of West Lake Hills, Texas.
- ii) West Lake Hills' System or West Lake Hills System: means the wastewater facilities of West Lake Hills for collection and transportation of wastewater from its retail customers to the Points of Entry into the Austin System.
- jj) Wholesale Service Area: means West Lake Hills' corporate city limits and extraterritorial jurisdiction (ETJ), as they exist from time to time, excluding Austin's wastewater connections to Eanes Independent School District's wastewater system located in West Lake Hills and its ETJ. Austin's obligations and rights under its Agreement with the Eanes Independent School District to provide wastewater service is not affected by this 2005 Revised Agreement.
- kk) Wholesale Wastewater Service: means Austin's provision of wastewater service to West Lake Hills for its wastewater system that serves retail connections in the Wholesale Service Area.
- 11) Winter Months Averaging Period: means the meter reading periods ending in the months of December, January, and February, unless the Austin City Council or its designee approves a different Winter Months Averaging Period, of which the

metered water usage for the meter reading periods are averaged and will represent the wastewater usage for the billing period.

## **ARTICLE II: PROVISION OF WHOLESALE WASTEWATER SERVICE**

### **2.01 Maximum Level of Wholesale Wastewater Service.**

a) Subject to the terms and conditions of this 2005 Revised Agreement and the requirements of applicable law, Austin agrees to provide Wholesale Wastewater Service to West Lake Hills, for compensation, for the Wholesale Service Area and to accept and treat up to 800 total gpm Peak Flow Rate from West Lake Hills for all wastewater connections to Austin's Wastewater System delivered by West Lake Hills to the Points of Entry, in accordance with Resolution No. 991007-70 and 000803-58. The Parties agree that no more than 800 total gpm Peak Flow Rate from West Lake Hills, will be received by Austin from the Wholesale Service Area into Austin's Wastewater System. The Parties further agree that 800 total gpm Peak Flow Rate is the maximum level of Wholesale Wastewater Service to which West Lake Hills is entitled under this 2005 Revised Agreement, and further agree as follows:

1. The Annual Average Daily Flow Rate for all wastewater service provided to West Lake Hills shall not exceed 250 gpm.
2. A maximum of 250 gpm Peak Flow Rate will be generated from Alternative Wastewater Collection Systems from all new Commercial Customers in the Wholesale Service Area. All Commercial Customers will be served by Alternative Wastewater Collection Systems unless otherwise approved in writing by the Director. All existing wastewater flows from Commercial Customers must be measured in accordance with this 2005 Revised Agreement. All new wastewater flows from Commercial Customers must be metered through Metering Facilities if West Lake Hills does not receive prior approval for an alternative method to measure wastewater flows, in writing, from the Director. Without exception, only Existing Commercial Tracts are eligible to be served.
3. Residential Customers in the Wholesale Service Area shall be provided service in the following manner:
  - i, Only Existing Residential Lots are eligible to be served and each lot must be less than 3/4 acre unless approved by West Lake Hills for public health and safety or environmental concerns.
  - ii. Conventional Gravity Wastewater Service may not be provided outside the defined areas of the McConnell and Brady Lane Neighborhoods except that Conventional Gravity Wastewater

Service may continue to be provided to Existing Customers. West Lake Hills may provide Conventional Gravity Wastewater Service at anytime to the residential lots in the McConnell and Brady Lane Neighborhoods so long as providing such services will not result in non-compliance with any contract provision. West Lake Hills acknowledges that the flow limitations set forth in this 2005 Revised Agreement allow sufficient wastewater capacity from Austin to serve the McConnell and Brady Lane Neighborhoods.

4. Any excess capacity may only be used for residential Alternative Wastewater Collection Systems in the Wholesale Service Area.
5. A minimum of 150 gpm Peak Flow Rate must be generated from Alternative Wastewater Collection Systems prior to the Peak Flow Rate reaching 300 gpm, not including the Existing Customers.
6. The Parties agree that any increase in the agreed Peak Flow Rate or Annual Average Daily Flow Rate of Wholesale Wastewater Service Austin provides to West Lake Hills will require a written amendment of this 2005 Revised Agreement duly authorized by the governing bodies of Austin and West Lake Hills and executed by the authorized representatives of Austin and West Lake Hills.
7. West Lake Hills and Austin will each monitor the wastewater flows from West Lake Hills into the Austin System, and will give written notice to the other party in the event such monitoring indicates that West Lake Hills' Peak Flow has reached 75% of the 800 gpm Peak Flow Rate. Upon reaching 75%, Austin and West Lake Hills will determine if any improvements or changes are needed in the West Lake Hills' System to remain in contractual compliance. Additionally, West Lake Hills agrees to make any necessary improvements to remain in contractual compliance.

2.02 Wastewater Discharge Permit Application.

West Lake Hills and Austin agree that Austin shall provide the agreed level of Wholesale Wastewater Service for the West Lake Hills System during the term of this 2005 Revised Agreement and that West Lake Hills, or its agents, representatives, or employees, agree not to pursue, seek, or otherwise obtain a wastewater discharge permit from any State or Federal agency to discharge wastewater or contribute wastewater flows that discharge into Lake Austin, Town Lake, or any of their tributaries. If West Lake Hills pursues, seeks, or otherwise obtains such a wastewater discharge permit or contributes such wastewater flows, Austin may immediately terminate this 2005 Revised Agreement.

2.03 Consideration for Wholesale Wastewater Service.

West Lake Hills acknowledges that Austin has entered into this 2005 Revised

Agreement based in part on West Lake Hills' agreement to limit its Wholesale Service Area to its city limits and extraterritorial jurisdiction, to adopt and enforce industrial waste ordinances, to not apply for or obtain a wastewater discharge permit to discharge wastewater or contribute wastewater flows that discharge into Lake Austin, Town Lake, or their tributaries, and to limit its Peak Flow Rate and Annual Average Daily Flow Rate into Austin's System. Austin acknowledges that West Lake Hills has paid in full the \$600,000 payment due to Austin as consideration under the First Agreement.

2.04 Wholesale Service Commitment Not Transferable.

Austin's commitment to provide Wholesale Wastewater Service is solely with West Lake Hills. West Lake Hills may not assign or transfer in whole or in part Austin's service commitment without Austin's City Council approval.

2.05 West Lake Hills Responsible for Approval of Retail Connections.

West Lake Hills will be solely responsible for the appropriate allocation of wastewater capacity by and among its retail customers in accordance with the terms of this 2005 Revised Agreement. West Lake Hills will be responsible for ensuring compliance by its retail customers with the applicable terms of this 2005 Revised Agreement and for the proper and lawful application of West Lake Hills' policies and ordinances governing connection to the West Lake Hills System.

2.06 Retail Billing and Collection.

West Lake Hills agrees that it will be solely responsible for retail billings to and collections from its customers.

2.07 Retail Service Commitments.

The Parties agree that the customers identified in Exhibit B hereto constitute all the Existing Customers. Austin and West Lake Hills agree that Austin notified the Existing Customers in writing of the assignment and transfer of rights and obligations under the First Agreement and completed the transfer on June 29, 2001. Austin makes no representations or warranties to West Lake Hills concerning the assignment and transfer of any aspect of wastewater service from current Austin customers to West Lake Hills. To the best of Austin's knowledge, it has no inherent duty to provide wastewater service to customers outside of the City limits. After June 29, 2001, West Lake Hill shall be responsible for resolving any and all issues with current Austin customers regarding the proposed transfer of Wastewater service. West Lake Hills will be responsible for the approval and performance of any retail Wastewater service contracts or commitments made by and between West Lake Hills and its retail customers within the Wholesale Service Area.

The Parties agree that Austin does not have any responsibility or obligation to provide Wastewater service to West Lake Hills above the levels described in this 2005 Revised Agreement and that Austin does not have any responsibility or obligation to provide any new direct retail Wastewater service to any property within the Wholesale Service Area.



2.08 Conditions Precedent for Commencement of Wholesale Wastewater Service.

The Parties agree that Wholesale Wastewater Service commenced on June 29, 2001. The Parties agree that they each commit to use their best efforts to perform every obligation described in this 2005 Revised Agreement as efficiently as possible in as short a time as reasonably possible. Austin will cooperate with West Lake Hills in accomplishing the matters described in this 2005 Revised Agreement and otherwise assist with obtaining the necessary approvals and satisfying the requirements to obtain wastewater service.

2.09 Curtailment of Service.

West Lake Hills agrees that if wastewater service is curtailed within Austin or to other customers of the Austin System, Austin may impose a like curtailment, with notice to West Lake Hills, on Wholesale Wastewater Service delivered to West Lake Hills. Austin will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this 2005 Revised Agreement to prohibit Austin from curtailing service completely in the event of a maintenance operation or emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an emergency circumstance.

2.10 Cooperation During Maintenance or Emergency.

West Lake Hills will cooperate with Austin during periods of emergency or required maintenance. If necessary, upon prior notice, West Lake Hills will operate and maintain its System at its expense in a manner reasonably determined by the Director to be necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare. West Lake Hills may be required to discontinue use of, cycle, test, inspect, or otherwise operate and maintain its System in a manner determined by the Director to be necessary to the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

### **ARTICLE III: SERVICE AREA AND LIMITATIONS ON SERVICE**

3.01 Limitation on Service Area.

West Lake Hills acknowledges that, as the provider of wastewater service to other properties in this region, Austin must retain the ability to plan, fund, and operate Austin's Wastewater System needed to serve not only West Lake Hills but all other customers of Austin's Wastewater System and that the expansion of customer service areas by any customer without the consent of Austin detrimentally affects the capability of Austin to plan, fund, and operate its Wastewater System for the benefit of all Austin's customers.

Accordingly, the Parties agree:

- a) This 2005 Revised Agreement is for a specific level of Wholesale Wastewater Service for the Wholesale Service Area. West Lake Hills may not provide Wastewater service outside the Wholesale Service Area without the prior written approval of the Austin City Council.
- b) Austin's City Council reserves the right to deny for any reason any or all requests by West Lake Hills to increase the maximum levels of the Wholesale Wastewater Service under this 2005 Revised Agreement or to serve outside its Wholesale Service Area.
- c) If West Lake Hills provides Wastewater service outside the Wholesale Service Area, without the written approval of Austin, as reflected by an amendment to the 2005 Revised Agreement duly approved by the governing bodies of Austin and West Lake Hills, Austin may immediately terminate this 2005 Revised Agreement, or require West Lake Hills to immediately terminate service to the land outside the agreed Wholesale Service Area.
- d) West Lake Hills may not connect any customer that West Lake Hills knows provides wastewater service directly or indirectly to another person or entity outside the agreed Wholesale Service Area. West Lake Hills will immediately terminate the service of any such customer once it discovers any such connection.

3.02 Legal Lots Required.

West Lake Hills will not sell taps or otherwise authorize the connection of wastewater service to any property within the Wholesale Service Area unless the property is either exempt from or in compliance with the provisions of Chapter 212, Texas Local Government Code, as amended.

## **ARTICLE IV: DESIGN AND CONSTRUCTION OF WEST LAKE WASTEWATER SYSTEM AND FACILITIES**

4.01 Design of the West Lake Hills System and Connecting Facilities to Connect to Austin's System.

Subject to the terms and conditions of this 2005 Revised Agreement, West Lake Hills agrees to engage the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications, for Connecting Facilities in conformance with Austin's design criteria and construction standards in effect at the time the plans and specifications are submitted to Austin for approval. The plans and specifications will discuss the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other and further information as the Director deems necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at West Lake Hills' sole expense and will be submitted to the Director for review and approval prior to the construction of the Connecting Facilities.

All wastewater facilities, other than the Connecting Facilities, that are required for West Lake Hills to provide retail wastewater service within the Wholesale Service Area will be designed and constructed in accordance with applicable regulations and specifications of the State of Texas.

4.02 Construction of the West Lake Hills' Wastewater System.

West Lake Hills shall fund or solely be responsible for the funding of the construction of the West Lake Hills System at its sole expense for all construction costs in accordance with the terms of this 2005 Revised Agreement. West Lake Hills, or its designee, will serve as the Project Manager for the design and construction of the West Lake System in accordance with the provisions of this 2005 Revised Agreement. West Lake Hills shall complete the construction of the West Lake Hills System by June 30, 2007.

4.03 West Lake Hills to Limit the Design and Construction of the Connecting Facilities.

West Lake Hills agrees to design and construct the Connecting Facilities so that they will deliver no more than 800 gpm Peak Flow Rate and no more than 250 gpm Annual Daily Average to the Austin System. West Lake Hills agrees to design and construct the West Lake Hills' System so that any wastewater flows to a Metering Facility can be accurately measured. West Lake Hills may determine physical layout and spacing of facilities within all lift station sites. No conventional gravity wastewater pipe in the West Lake Hills System or in the Connecting Facilities will be larger than 18 inches in diameter.

West Lake Hills agrees that Austin is not required to design and construct any delivery, metering, pretreatment, or other facilities necessary to the provision of Wholesale Wastewater Service to West Lake Hills.

4.04 West Lake Hills to Design and Construct and Pay all Costs for Connecting Facilities.

West Lake Hills agrees to be responsible for and pay all costs for rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Connecting Facilities required to be constructed for the connection of the West Lake Hills System to the Austin System.

West Lake Hills will be responsible for and will pay all costs for rights-of-way, easements, design, engineering, contracting, construction, and inspection of delivery, metering, pretreatment, and other facilities required to be constructed for the West Lake Hills System upstream from the Points of Entry to the Austin System.

4.05 Austin's Review of the Design and Construction of the Connecting Facilities.

West Lake Hills agrees to the following:

- a) West Lake Hills must submit for Austin's review the design of any Connecting Facilities.

- b) Plans and specifications for Connecting Facilities will conform to Austin's standard specifications and comply with applicable federal, state, and local laws, ordinances, and regulations in effect at the time of submission or resubmission as contemplated in Section 4.05(b).
- c) Instrumentation and communication equipment will be paid for and installed by West Lake Hills at all lift stations that constitute Connecting Facilities, but Austin will be responsible for connecting this equipment to the Austin System and testing Austin's equipment and communication signals from this equipment to the Austin System. West Lake Hills will pay the connection charges and monthly telephone charges for this equipment.
- d) West Lake Hills will use reasonable efforts to design all Connecting Facilities to include the best leak prevention technology available at the time of plan submission that is practicable and financially feasible. Submersible pumps will be acceptable, but all lift stations that constitute Connecting Facilities will otherwise conform to Austin's standard specifications, and include dual power feeds or other back-up power supply, which requirement may be satisfied through West Lake Hills' purchase of a portable back-up generator, accurate flow measuring instrumentation for billing, and telemetry and alarms similar to what Austin now designs for its new lift stations. These lift stations, the equipment and appurtenances associated with the lift stations, and the access to the lift stations will be built with consideration of the 100-year flood plain and shall be designed to ensure that any part of the lift station, equipment and appurtenances, or the access to the lift stations will not be submerged during a flood.
- e) All force mains constructed by West Lake Hills that constitute Connecting Facilities will be constructed to Austin-approved specifications.

4.06. Austin's Approval of Design and Construction Plans for the Connecting Facilities.

All plans and specifications for Connecting Facilities to be constructed by West Lake Hills will be subject to review and approval of the Director prior to commencement of construction. The Director will review completed plans and specifications submitted under this subsection within 30 days of receipt by Austin, or as soon as practicable. If any plans are not approved, the Director will provide written comments to West Lake Hills, specifying in detail the changes that will be required for approval of the plans and specifications. West Lake Hills agrees not to advertise for bids until approval from the Director has been secured with respect to the plans and specifications.

West Lake Hills agrees to have a limitation on the Peak Flow Rate that is associated with each of the Points of Entry as described in Exhibits D and E. The limitation on the Peak Flow Rate is based upon Austin's existing capacity limitations. West Lake Hills may request adding/changing the Points of Entry or the Points of Entry's flow limitations to Austin's Wastewater System. The Director may deny or approve any requested additions/changes to Points of Entry and associated flow limitations into

Austin's Wastewater System. The Director will solely determine if any Point of Entry requires a Metering Facility.

If after approval of plans and specifications for particular Connecting Facilities by Austin, West Lake Hills fails to enter a construction contract for those facilities within two years, West Lake Hills must resubmit the plans and specifications for review and approval by the Director to assure their conformity with Austin's then current specifications, current laws, ordinances, and regulations. If such plans and specifications do not conform to the then existing standards, then, upon request of the Director, West Lake Hills agrees to revise the plans and specifications to meet Austin's standards before commencement of construction.

4.07 West Lake Hills' Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, West Lake Hills will provide written notice to the Director of the date on which construction of it is scheduled to commence to allow Austin to assign an inspector. Austin must receive this written notice at least 30 days before the scheduled construction date.

4.08 Austin's Inspection and Acceptance of a Portion or All of the Connecting Facilities.

West Lake Hills agrees that Austin has the right to make periodic inspections during the construction phase of the Connecting Facilities. Upon request, West Lake Hills will arrange to provide lawful access to Austin for such purposes. West Lake Hills will pay all applicable inspection fees and complete Austin's tap applications, as appropriate, for the Connecting Facilities to be transferred to Austin. Austin will use reasonable efforts to conduct its inspections in a manner to minimize interference with or delay the construction of the Connecting Facilities. Acceptance of the Connecting Facilities is subject to final inspection by Austin and issuance of the letter from the Director.

West Lake Hills will dedicate to Austin a portion of any wastewater line that constitutes a Connecting Facility. All tests required by the design criteria and specifications of Austin will be at West Lake Hills' or its customer's expense.

4.09 West Lake Hills' Agreement to Submit As-Built or Record Drawings.

West Lake Hills agrees to provide as-built or record drawings of all facilities that contribute directly to the Austin System and use winter month averaging for measurement of wastewater flows to the Director within 30 days of West Lake Hills receiving them or within 90 days of completion and acceptance of the construction of such facilities. Austin may request and West Lake Hills will provide any other as-builts upon request by Austin.

4.10 Austin Review and Approval of Easements and other Instruments for Connecting Facilities to Be Dedicated to Austin.

Within 30 days after the time of the completion and final approval of any Connecting

Facilities, West Lake Hills agrees to execute and deliver to Austin such bills of sale, easements, assignments, or other instruments of transfer requested by Austin in a form and content acceptable to the Director and Austin City Attorney, to evidence the Austin's ownership of the Connecting Facilities. Within the same 30-day period, West Lake Hills will also transfer to Austin, as appropriate, bonds, warranties, guarantees, and other assurances of performance. The easements and other instruments will be subject to review and approval by the Director and the City Attorney of Austin or his designee before final acceptance of such Connecting Facilities by Austin.

## **ARTICLE V: METERING OF WASTEWATER FLOWS**

### **5.01 West Lake Hills Agreement to Install Wastewater Flow Meters.**

Unless otherwise approved in writing by the Director or [by? in?] this 2005 Revised Agreement, all Wastewater flows from the Wholesale Service Area must be metered through Metering Facilities. West Lake Hills agrees to install Metering Facilities at West Lake Hills' expense at agreed locations in the Wholesale Service Area described in Exhibit D and all other locations in the Wholesale Service Area mutually agreed to by the Parties. All Metering Facilities will conform to Austin design criteria and specifications. All Wastewater flow meters, in a Metering Facility, will be of a size, make and design and installed according to plans and specifications approved by the Director or authorized designee.

West Lake Hills agrees to dedicate Metering Facilities and any necessary easements, upon acceptance, to Austin for ownership, operation, and maintenance.

### **5.02 Wastewater Flow Meter Calibration and Testing.**

It will be the duty of either party to this 2005 Revised Agreement to notify the other party in the event the party becomes aware that a wastewater flow meter is registering inaccurately or malfunctioning so that Austin can promptly repair the meter. Either party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least 48 hours before conduct of the test except in the case of emergencies. Either party will have the right to witness wastewater flow meter tests. Payment for meter calibration and testing under this Section will be the responsibility of the party requesting the meter calibration and testing.

### **5.03 Ownership, Operation and Maintenance of the Wastewater Flow Meters.**

Following completion and final acceptance of the Metering Facilities by Austin, Austin will be solely responsible for ownership, operation, and maintenance of the Metering Facilities. Austin agrees to calibrate and routinely service the Wastewater flow meter no less than once during each 12-month period at its expense. Calibration will be accomplished according to Austin's standard methods. Austin will notify West Lake Hills in writing of proposed calibrations in advance of such occurrence so that West Lake Hills may observe if it desires.

### **5.04 Billing Adjustments.**

If, for any reason, a wastewater flow meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate (variance of 10% or more) as determined by Austin, Austin will correct the registration. Correction of inaccurate wastewater flow meter registration will normally be based on the most recent correct registration if such is reasonably ascertainable. Alternatively, West Lake Hills and Austin may agree to use future meter registrations as the basis for correction. If future registrations are to be used as a basis for correction, Austin will be allowed to bill West Lake Hills based on estimated amounts prior to rendering a corrected billing. If it is determined that West Lake Hills has been overbilled or underbilled, Austin will follow its Utility Service Regulations, Chapter 15-9 of the Austin City Code, as amended, to adjust the billing.

5.05 Peak Flow Rate and Annual Daily Average Flow Monitoring.

West Lake Hills agrees to its Peak Flow Rate, Annual Daily Average Flow Rate, and other contractual limits being measured through wastewater metering as specified in this 2005 Revised Agreement. Austin and West Lake Hills acknowledge that some Points of Entry and connections may not be optimal for a permanent installation of Metering Facilities.

As such, the Parties agree that the areas designated in Exhibit D are hereby approved for Metering Facilities. Additionally, the Parties agree that the areas designated in Exhibit E are hereby approved for measurement of Peak Flow Rate and Annual Daily Average Flow Rate by use of metered water usage during the prior Winter Months Averaging Period or Austin's calculation of metered flows through a flow monitoring study. The Parties will mutually agree to the Point of Entry for remaining available capacity not identified in Exhibits D and E, if any.

If Austin discovers a wastewater flow problem, as determined by Austin, associated with Points of Entry in Exhibits D or E, Austin may, at any time, with notice to West Lake Hills, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. West Lake Hills agrees to fully cooperate with Austin in its investigation. If the cause of the problem is determined to be solely in Austin's System, then Austin will solely pay for all investigation costs. If the cause of the problem is determined to be solely in West Lake Hills System, then West Lake Hills will solely pay for all investigation costs. If the cause of the problem is determined to be in both Austin and West Lake Hills Systems, then investigation costs will be proportionally distributed based upon the number of connections investigated for each party. West Lake Hills agrees to reimburse Austin for West Lake Hills' portion of the investigation costs within 30 days of receipt of invoice. West Lake Hills agrees to correct any problems identified in the investigation within 90 days of notice by Austin.

## **ARTICLE VI: RATES AND CHARGES**

6.01 Wholesale Wastewater Rates.

West Lake Hills agrees to pay the wholesale Wastewater rate established by ordinance

from time to time by the City Council of Austin for West Lake Hills pursuant to the exercise of Austin's original ratemaking jurisdiction for the Wholesale Wastewater Service provided by Austin under this 2005 Revised Agreement

6.02 West Lake Hills Right of Appeal.

West Lake Hills retains such rights as it may possess under applicable law to seek appellate review of the reasonableness of Austin's wholesale wastewater rate by the TCEQ.

6.03 Review by West Lake Hills.

West Lake Hills will have the right to inspect and copy, at its expense, Austin's books and records to verify any statement, billing, charge, computation, or demand made to West Lake Hills by Austin.

6.04 Austin Capital Recovery Fees For Connections to West Lake Hills System.

Commencement of service for new connections under this 2005 Revised Agreement is subject to payment of Austin's Wastewater Capital Recovery Fee as adopted by Chapter 25-9 of the Austin City Code, as amended. Pursuant to Chapter 25-9, Austin requires that its Wastewater Capital Recovery Fee is collected from each service unit of new development connected within its service area and Chapter 25-9 mandates that contracts for wholesale wastewater service provide for collection of its Wastewater Capital Recovery Fee.

The Parties agree that, under the 1988 Agreement and other agreements, certain properties within the Wholesale Service Area have been receiving wastewater service through Austin's System prior to the date of this 2005 Revised Agreement (Exhibit B). If any of the properties in Exhibit B increase the service units due to new development, West Lake Hills will collect the additional Wastewater Capital Recovery Fee due for the incremental increase.

6.05 Collection and Remittance of Austin's Wastewater Capital Recovery Fee.

The Parties agree that Texas Local Government Code, §394.011(b) or (c) authorizes the assessment and collection of Austin's Wastewater Capital Recovery Fee within the agreed Wholesale Service Area. After the West Lake Hills System is connected to the Austin System and Austin begins to provide new Wholesale Wastewater Service to West Lake Hills under this 2005 Revised Agreement, West Lake Hills will collect from its customers Austin's Wastewater Capital Recovery Fee for each service unit of new development connected to the West Lake Hills' System after the effective date of this 2005 Revised Agreement in the agreed Wholesale Service Area at the time the connection is made.

The amount of the Wastewater Capital Recovery Fee will be calculated in accordance with the provisions of Chapter 25-9 of the Austin City Code, as amended. The amount collected by West Lake Hills will be the amount of Austin's Wastewater Capital Recovery Fee in effect at the time each connection of a new service unit is made, following notice to West Lake Hills of any change as provided in this subsection. The



charge will be equal to those connections outside Austin's city limits.

Austin agrees to provide West Lake Hills with written notice of any change in the amount of the Wastewater Capital Recovery Fee to be collected by West Lake Hills under this 2005 Revised Agreement, and such change will be effective on the date received by West Lake Hills or the effective date of Austin's ordinance, whichever is later.

West Lake Hills agrees to remit all Wastewater Capital Recovery Fees collected to Austin monthly together with a report of all new wastewater connections (including service address and water meter type and size) made within each calendar month if new connections are made. West Lake Hills will retain no portion of the Austin Wastewater Capital Recovery Fees collected.

6.06 Other Service Fees.

West Lake Hills will make timely payment to Austin of all review fees, inspection fees, and other service fees or charges applicable to West Lake Hills.

6.07 West Lake Hills Wastewater Rates and Charges.

West Lake Hills will determine and charge its retail Wastewater customers such rates as the West Lake Hills City Council determines.

During the tenure of this Agreement, West Lake Hills will fix and collect rates and charges for retail Wastewater service that are, in the opinion of the West Lake Hills City Council, sufficient, together with any other revenues available to West Lake Hills, to produce the amount necessary to operate, repair, and maintain the West Lake Hills System, and to pay the cost of Wholesale Wastewater Service from Austin.

West Lake Hills will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

6.08 Obligation of West Lake Hills.

The parties agree that West Lake Hills' obligation under this 2005 Revised Agreement to make payments to Austin for Wholesale Wastewater Service in any fiscal year are a current expense for that fiscal year payable solely from the revenues of West Lake Hills Wastewater System for that fiscal year. The obligation of West Lake Hills to make payments to Austin does not constitute a general obligation or indebtedness of West Lake Hills for which West Lake Hills is obligated to levy or pledge any form of taxation.

6.09 West Lake Hills Connection Fees.

Austin acknowledges that West Lake Hills has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as the West Lake Hills City Council deems appropriate. This 2005 Revised Agreement will not be construed to require, limit, or restrict the governmental power of West Lake

Hills to implement the same. West Lake Hills will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges West Lake Hills elects to charge are in compliance with applicable law.

6.10 Verification of West Lake Hills Connections.

West Lake Hills will make available for inspection and copying during regular business hours, at Austin's expense, all records for retail connections to the West Lake Hills System. In addition, Austin will have the right to inspect the West Lake Hills System at any time, at Austin's sole expense, after giving West Lake Hills written notice of its intention to inspect and allowing the opportunity for West Lake Hills to be present, to verify the type and amount of retail connections made or the condition of the West Lake Hills System (related to contractual compliance issues) and West Lake Hills will provide lawful access to Austin for this purpose.

## **ARTICLE VII: WHOLESALE BILLING METHODOLOGY**

7.01 Monthly Statement.

For each monthly billing period, Austin will forward to West Lake Hills a bill providing a statement of charges for Wholesale Wastewater Service provided to West Lake Hills within such monthly billing period. West Lake Hills agrees to make timely payment for Wholesale Wastewater Service provided by Austin. Payment will be considered past due 30 days from the date of receipt of each such monthly bill for Wholesale Wastewater Service. Austin may apply a late charge on past due payments in accordance with its policies and ordinances applicable to other wholesale wastewater customers of Austin.

7.02 Monthly Billing Calculations.

Austin will compute the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of metered wastewater flows of the Metering Facilities plus the monthly average water use for the prior Winter Months Averaging Period for each approved connection using the Winter Months Averaging Period. The total of these two amounts and the wholesale wastewater rate, set from time to time by the Austin City Council, will be used to compute the monthly bill for volumetric Wholesale Wastewater Service.

7.03 Infiltration and Inflow.

West Lake Hills acknowledges that water entering the Austin System from the West Lake Hills System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for West Lake Hills. Therefore, West Lake Hills agrees to pay for infiltration and inflow without abatement in the same manner and cost as other wastewater entering Austin's System from the West Lake Hills System.

7.04 Effect of Nonpayment.

With respect to monthly billings, if Austin has not received payment from West Lake Hills by the due date, the bill will be considered delinquent, unless contested in good faith. In the event of delinquency, Austin will notify West Lake Hills of such delinquency in writing; if West Lake Hills fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from Austin, then Austin may, at its discretion, terminate or reduce the level of Wastewater service to West Lake Hills until payment is made, subject to West Lake Hills' right to continuity of service during a good faith appeal of a disputed bill as provided by applicable state laws and regulations and Austin's Utility Service Regulations, Chapter 15-9 of the Austin City Code, as amended.

7.05 Billing Disputes.

West Lake Hills has the right to appeal a disputed bill as provided in Austin's Utility Service Regulations, Chapter 15-9 of the Austin City Code, as amended. West Lake Hills will have the right to continuity of service pending the resolution of a good faith appeal of a disputed bill in accordance with such Utility Service Regulations.

7.06 Liquidated Damages For Exceeding Flow Limits.

Peak Flow Rate shall be as defined in Section 1.01 of this 2005 Revised Agreement. In the event West Lake Hills' flow limit of 800 total gpm Peak Flow Rate or 250 gpm Annual Average Daily Flow Rate is ever exceeded, West Lake Hills agrees to pay Austin liquidated damages as follows:

- a) If West Lake Hills' Peak Flow Rate is from 801 gpm to 850 gpm, West Lake Hills will pay liquidated damages in the amount of \$5,000 per day as determined by Austin. If the Peak Flow Rate is 851 gpm or greater, West Lake Hills will pay liquidated damages in the amount of \$10,000 per day as determined by Austin.
- b) If West Lake Hills' Annual Average Daily Flow Rate exceeds 250 gpm, West Lake Hills will pay liquidated damages in the amount of \$1,000 per gpm for each year's excess of the flow limit as determined by Austin.

In the event West Lake Hills' Peak Flow Rate limits in Exhibit D and E are ever exceeded, West Lake Hills agrees to pay Austin liquidated damages in the amount of \$1,000 per day, for each point of entry, as determined by Austin. The Peak Flow Rate at Points of Entry with Metering Facilities will be deemed to be exceeded if the Peak Flow Rate exceeds the specified peak flow limits two or more consecutive minutes.

The Parties agree that these amounts are reasonable liquidated damages for exceeding the flow limits in this 2005 Revised Agreement in the light of the anticipated or actual harm caused by a breach, the difficulties of proof of loss, and the inconvenience or infeasibility of otherwise obtaining an adequate remedy.

Following a written request by Austin, West Lake Hills will take immediate corrective action to reduce the excess flows to Austin's System.

7.07 Use of Winter Months Averaging for Billing Purposes.

The Director may solely determine that it is in the best interests of Austin not to use Metering Facilities to measure wastewater flows for certain Points of Entry for a temporary or permanent time period for billing purposes. For those connections identified in Exhibit E, West Lake Hills will pay Austin for Wastewater service based upon the average monthly water usage for the prior Winter Months Averaging Period for each connection. West Lake Hills will be solely responsible for obtaining water consumption billings and providing that information to Austin in a timely manner. For those connections not having a recorded water usage for prior Winter Months Averaging Period, West Lake Hills agrees that Austin may use methodologies in accordance with Austin's policies and ordinances as amended from time to time by the Austin City Council. If West Lake Hills is unable to obtain water consumption data for a specified connection, the Director will solely determine a billing methodology.

## **ARTICLE VIII: WASTEWATER QUALITY**

8.01 Condition of Wastewater Delivered.

West Lake Hills agrees to operate and maintain the West Lake Hills System so as to ensure that wastewater delivered to the Austin System will have a pH factor of between six and eleven and one-half standard units ("S.U.") and otherwise be in a condition that is noncorrosive and otherwise noninjurious to the publicly owned treatment works or any portion of the sanitary sewer constituting the Austin System. In the event wastewater delivered from the West Lake Hills System to the Austin System fails to meet the specified standards, and the Director determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the West Lake Hills System is necessary in order for Wastewater delivered to the Austin System to be noncorrosive and noninjurious to the Austin System, West Lake Hills agrees to immediately install such facilities or immediately implement such methods of operation and maintenance, at its sole expense, as are deemed by the Director to be necessary in order to meet such standards and render wastewater from West Lake Hills noncorrosive and noninjurious to the Austin System. West Lake Hills further agrees that the Director may set appropriate limits for dissolved oxygen, sulfides, or other substances in the event such limits are deemed by the Director to be necessary to protect the Austin System.

West Lake Hills agrees to pay for all damage and the cost of repair to the Austin System that Austin determines were caused by West Lake Hills' delivery of wastewater that is corrosive or otherwise injurious to the Austin System.

In the event West Lake Hills fails to immediately implement the foregoing measures required for protection of the Austin System, Austin may require West Lake Hills to immediately implement an operation and maintenance plan to ensure that flows received from West Lake Hills are noncorrosive or otherwise noninjurious to the Austin System, require payment of the cost of repair of damaged facilities as a

condition to the further receipt of wastewater service, restrict West Lake Hills' flows to the extent necessary to protect Austin's System, file suit to recover for any damages to the Austin System caused by such failure on the part of West Lake Hills, or seek such other and further relief, at law or in equity, as the Director deems advisable.

8.02 Industrial Discharges and Prohibited Wastes.

West Lake Hills acknowledges that Austin has the responsibility and authority under federal, state, and local laws to establish:

- a) types and quantities of discharges that are prohibited for entry into the Austin System;
- b) discharge prohibitions for certain substances, as may be amended from time to time;
- c) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and
- d) measures to protect Austin's System, including, without limitation, any portion of the sanitary sewer, and any receiving stream receiving a discharge of Wastewater effluent from harmful discharges.

West Lake Hills agrees to require all persons discharging wastewater containing industrial waste or other prohibited waste to its system that ultimately discharges into the Austin System to obtain a wastewater permit upon application providing, at a minimum, information in the nature and detail required by Chapter 15-10 of the Austin City Code, as amended. Such permit will require persons discharging prohibited waste to abate prohibited substances from their wastestream and conform such discharges to EPA and TCEQ regulations, the requirements of Chapter 15-10, as amended, and West Lake Hills' regulations respecting the discharge of industrial waste and other prohibited waste.

West Lake Hills agrees to enact ordinances and enforce Pretreatment Requirements and rules, at least as stringent as those adopted by Austin, requiring those users connected to the West Lake Hills System that ultimately discharge into the Austin System to comply with the provisions of all West Lake Hills regulations as well as prevailing Austin ordinances and applicable State and Federal regulations respecting the pretreatment, monitoring, and discharge of Prohibited Waste, as amended, including, without limitation, those rules respecting prohibited discharges, pretreatment requirements, wastewater discharge permit system, self-monitoring reports, and pretreatment plans. West Lake Hills acknowledges that a true copy of Chapter 15-10 of the Austin City Code, as amended, has been provided to West Lake Hills. Austin will give written notice to West Lake Hills of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing Industrial Waste or other Prohibited Waste, and those changes will become applicable to wastewater discharges into the West Lake Hills System that ultimately

discharge into the Austin System 60 days after the delivery of such notice to West Lake Hills. Austin and West Lake Hills acknowledge that local limits are subject to review and modification as required by the EPA.

West Lake Hills agrees to immediately enforce its pretreatment rules and seek injunctive or other appropriate relief to prohibit wastewater discharges that West Lake Hills becomes aware will damage or pass through Austin's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

If West Lake Hills does not contract with Austin for pretreatment program services, West Lake Hills will provide to the Special Services Division of the Austin Water Utility, or its successor, copies of all monitoring data and pretreatment enforcement actions by West Lake Hills for each fiscal quarter during the tenure of this 2005 Revised Agreement.

The Parties agree that they will not construe this 2005 Revised Agreement to limit, modify, restrict, or otherwise alter the responsibility or authority of Austin to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing Industrial Waste or other Prohibited Waste, as amended, with respect to West Lake Hills as such action is deemed necessary by the Director.

8.03 Sampling and Testing.

West Lake Hills agrees that Austin will have the right, at its option and expense, to sample wastewater discharges within the West Lake Hills System at:

- a) the site of discharge;
- b) Points of Entry to the Austin System; and
- c) other locations as required for the purpose of determining the source, type, and strength of discharge.

West Lake Hills will make necessary arrangements and provide assistance to Austin in obtaining lawful access to sampling points within areas served by West Lake Hills.

West Lake Hills agrees that any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling will be subject to enforcement action, up to but not necessarily limited to, disconnection from West Lake Hills and Austin's Wastewater System in accordance with applicable regulations of West Lake Hills or Austin and the Federal Water Pollution Control Act.

In addition to other samples taken and tests made on an as required basis, Austin will

regularly take twenty-four hour composite samples of wastewater discharges at Points of Entry no less frequently than semiannually or as deemed necessary by the Director. Costs of sampling and testing at the point of entry will be borne by Austin.

West Lake Hills, however, may request Austin to perform tests within areas served by West Lake Hills pursuant to a separate interlocal agreement.

West Lake Hills will be provided with a copy of the results of each sample test within 30 days of Austin being informed of the sample results.

Unless otherwise stipulated in the Wastewater discharge permit issued by Austin to West Lake Hills, all samples will be collected and analyzed in accordance with the methods approved by E.P.A. as set forth in Title 40, Code of Federal Regulations, Part 136, as amended.

8.04 Surcharge for Excess Strength Wastewater.

In accordance with the provisions of Austin's Industrial Waste Ordinance, Chapter 15-10 of the Austin City Code, as amended, an additional charge (surcharge) will be billed to West Lake Hills by Austin not as a penalty but as an additional charge for handling and treatment of wastewater of extra strength discharged by West Lake Hills into Austin's System. This charge is intended to defray the added cost of sampling, testing, transporting and treating such extra strength wastewater. The surcharge will be in addition to the usual monthly charge for Wholesale Wastewater Service.

A surcharge for each mg/L of BOD-5 in excess of 200 mg/L, for each mg/L of TSS in excess of 200 mg/L, and for each mg/L of COD in excess of 450 mg/L will be assessed and collected. The extra strength determination will be based on a minimum of two (2) days' average data or as otherwise provided in Chapter 15-10, as amended.

West Lake Hills will pay Austin for concentrations of BOD-5 and TSS exceeding 200 mg/L and for COD concentrations exceeding 450 mg/L at the rate provided in the prevailing ordinances of Austin, subject to increase or decrease without formal amendment of this 2005 Revised Agreement, as it might be amended from time to time. The industrial waste surcharge will be calculated and billed to West Lake Hills each month in accordance with the formula set forth below.

8.05 Computation of Surcharge.

For extra strength wastewater having a COD concentration of 2.25 or more times that of the BOD-5 concentration, the surcharge will be based on the COD category in lieu of the BOD-5 category. The computations of the surcharge will be based on the following formula:

$$S = V \times 8.34 (A [\text{BOD-5} - 200] + B [\text{SS} - 200]) \text{ or} \\ S = V \times 8.34 (C [\text{COD} - 450] + B [\text{SS} - 200])$$

S                      Surcharge in dollars that will appear on West Lake Hills'

		monthly bills.
V		Wastewater actually billed during the billing period or the Wastewater average in millions of gallons.
8.34 -		Pounds per gallons of water.
A	-	Unit charge in dollars per pound of BOD-5.
BOD-5-		BOD-5 strength in milligrams per liter (mg/L) by weight.
200 -		Normal BOD-5 strength in milligrams per liter (mg/L) by weight.
B		Unit charge in dollars per pound for Suspended Solids (SS).
SS	-	Suspended solids concentration in milligrams per liter (mg/L) by weight.
200	-	Normal SS strength in milligrams per liter (mg/L) by weight.
C	-	Unit charge in dollars per pound for COD.
COD -		COD strength in milligrams per liter (mg/L) by weight.
450	-	Normal COD strength in milligrams per liter (mg/L) by weight.

## **ARTICLE IX: STANDARDS FOR CONNECTIONS TO WEST LAKE HILLS SYSTEM**

### **9.01 West Lake Hills Prevention of Infiltration and Inflow.**

It will be West Lake Hills' responsibility to undertake such measures as are necessary or prudent to minimize infiltration and inflow to its System. West Lake Hills will prohibit the discharge of drainage water, as defined in Chapter 86 of the West Lake Hills City Code, as amended, into West Lake Hills' System.

### **9.02 Construction and Testing Criteria for West Lake Hills Sewer Connections.**

All tests required by the design criteria and specifications of the State of Texas will be at West Lake Hills' or its customer's expense. Each building lateral, which interconnects private property to the public sewer, will be excluded from the air test requirements.

West Lake Hills agrees that the physical connection of each service line to the local Wastewater facility will be the responsibility of West Lake Hills and will not be left to the discretion of the plumber or contractor unless that plumber or contractor is under the direct supervision of or whose work is inspected by West Lake Hills' authorized representative.

West Lake Hills agrees that it will maintain strict supervision and maintenance of its local Wastewater facilities to prevent connections such as roof drains or any other means by which surface drainage can enter local wastewater facilities and then discharge to the Austin System.

Connections made to the West Lake Hills System after the date of execution of this 2005 Revised Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. West Lake Hills will



inspect all connections to its System in accordance with its own rules and regulations in order to insure compliance with it.

A failure on the part of West Lake Hills to provide and enforce such regulations governing connections to the West Lake Hills System will, at the option of Austin after (i) notice to West Lake Hills in writing of the specific violation, and (ii) failure within 30 days to correct said violation or, if the violation is of a nature that it cannot be corrected within 30 days, to begin to correct such violation and to diligently pursue such curative action, constitute sufficient grounds for Austin to restrict or limit Wastewater flows, or immediately terminate this 2005 Revised Agreement, to such extent Austin deems reasonably necessary in order to protect the Austin System from damage or excessive flows.

#### **ARTICLE X: LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER**

**10.01 Liability of West Lake Hills.**

Liability for damages to third persons arising from the reception, transportation, delivery, and disposal of all Wastewater discharged will remain with West Lake Hills to Points of Entry. With the exception of Incompatible Wastes or the delivery by West Lake Hills of Prohibited Wastes or wastewater that is corrosive or otherwise injurious to the Austin System or to persons or property, liability for damages to third persons will pass to Austin from the Points of Entry to Austin's System. Incompatible Wastes are substances not amenable to wastewater treatment processes that will damage or interfere with the operation of the publicly owned treatment works or any portion of the Austin System, including interference with the use or disposal of municipal sludge as well as pollutants that will pass through the treatment works unchanged by the treatment processes.

**10.02 Liability of Austin.**

Subject to the foregoing, Austin will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such Wastewater received by it at Points of Entry in accordance with this 2005 Revised Agreement. However, the Parties agree that they will not construe this 2005 Revised Agreement to absolve West Lake Hills of liability for damages to the Austin System or to third persons arising from the delivery by West Lake Hills of prohibited wastes or wastewater that is corrosive or otherwise damaging to the Austin System or to persons or property.

**10.03 Release of Austin.**

Except for a material breach of a provision of this 2005 Revised Agreement or state law, West Lake Hills hereby releases, acquits, and forever discharges Austin from any consequences, claims, demands, and causes of action of whatsoever nature arising under or by virtue of any state or other law, and from all other losses, expenses, costs, and damages of any kind that may have accrued or may ever accrue to Austin concerning or arising out of this 2005 Revised Agreement, the First Agreement, the

1988 Agreement, or any other similar Agreement.

10.04 Indemnification of Austin.

To the extent permitted by law, West Lake Hills agrees to indemnify, save and hold Austin harmless from and against any losses, liability, claims and causes of action, that it has or may have against Austin, except for a material breach of a provision of this 2005 Revised Agreement or state law, arising out of or relating to this 2005 Revised Agreement, the First Agreement, the 1988 Agreement, or any other similar Agreement.

## **ARTICLE XI: RIGHT OF ENTRY**

11.01 Right of Entry.

In cooperation with and after notice to West Lake Hills, Austin will have the right of entry and access to the Connecting Facilities at all times in order to inspect those facilities, to investigate the source of operational or maintenance problems, or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service. West Lake Hills will make all arrangements reasonably required to provide such access, provided that Austin provides at least one working day written notice or, in the event of an emergency, prior notice by telephone or confirmed facsimile, to West Lake Hills of its need for such access. This Agreement shall not affect Austin's access for inspections conducted under the provisions of Federal or State law, Austin's EPA required program governing the pretreatment, monitoring and discharge of industrial waste, or the wastewater discharge permit issued by Austin to West Lake Hills.

## **ARTICLE XII: WEST LAKE HILLS TO PROVIDE DATA**

12.01 Classification of Customers.

For each calendar year, West Lake Hills will forward to Austin an annual report containing the following data not later than January 10th of the following year:

- a) actual number of West Lake Hills connections (by water meter size) ultimately discharging into Austin's System as of the end of the calendar year for which report is made;
- b) number of new Wastewater connections (by water meter size) made in the previous calendar year;
- c) classification, by number and percentage, of accounts feeding to Austin's System according to the following:
  1. Residential Customers; and
  2. Commercial Customers.

If Commercial Customer connections were made, a description of the operations believed to be conducted on the premises, the volume of flow

anticipated, and a copy of any West Lake Hills industrial waste discharge permit issued to such premises.

12.02 Reports.

West Lake Hills will forward a report to the Director on January 10th<sup>of</sup> every year indicating the following:

- a) The number of connections in the McConnell and Brady Lane Neighborhoods being served by the West Lake Hills System and a map identifying those connections.
- b) The number of Commercial Customers being served by Alternative Wastewater Collection Systems service and a map identifying those connections.
- c) The number of Residential Customers being served by Alternative Wastewater Collection Systems service and a map identifying those connections.
- d) West Lake Hills will not need to forward the report if there has been no change in the statistics from the prior report.

### **ARTICLE XIII: FORCE MAJEURE**

13.01 Force Majeure.

If, by reason of force majeure, either party will be rendered unable, in whole or in part, to carry out its obligations under this 2005 Revised Agreement, the party whose performance is so affected will give notice and the full particulars of such force majeure to the other party within a reasonable time after the 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, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" will mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

### **ARTICLE XIV: REGULATORY COMPLIANCE**

14.01 Agreement Subject to Applicable Law.

This 2005 Revised Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas, Austin, West Lake

Hills, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

14.02 West Lake Hills Cooperation to Assure Regulatory Compliance.

Since both Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other party at all times to assure compliance with any such governmental requirements where noncompliance or noncooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this 2005 Revised Agreement.

14.03 Sewer System Overflows.

Each Party will initiate immediate measures to remediate sewer system overflows in its System as directed by state, federal, or other officials, and immediately notify the other Party of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and providing any required notice to the United States Environmental Protection Agency (EPA) and the TCEQ regarding any overflows.

14.04 Responsibility for Events Inside West Lake Hills' System.

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operation, maintenance, or other program associated with the West Lake Hills System, West Lake Hills will take necessary action to comply with the order and is responsible for paying all penalties for violations related to the order. To the extent permitted by law, West Lake Hills agrees to hold Austin harmless for violations that occur within the West Lake Hills System.

14.05 Responsibility for Events Inside Austin's System.

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operation, maintenance, or other program associated with the Austin System, Austin will take all necessary action to comply with the order and is responsible for paying all penalties for violations related to the order. To the extent permitted by law, Austin agrees to hold West Lake Hills harmless for violations that occur within the Austin System.

## **ARTICLE XV: TERM OF AGREEMENT**

### **15.01 Term of Agreement.**

Unless earlier terminated under the provisions of this 2005 Revised Agreement, the term of this 2005 Revised Agreement will commence as of the effective date of this First Agreement and will remain in effect for a period of 30 years after the effective date of May 3, 2001. This 2005 Revised Agreement may be extended by mutual agreement of the Parties in writing for such period as is mutually agreed upon and duly authorized by their respective governing bodies.

### **15.02 Termination of Prior Agreements.**

The First Agreement will terminate upon the effective date of this 2005 Revised Agreement.

## **ARTICLE XVI: TERMINATION**

### **16.01 Termination.**

Both Parties have entered into this 2005 Revised Agreement with the intent to perform the duties and obligations for 30 years from the effective date of the First Agreement.

Without prejudice to any provision hereof setting forth terms for automatic expiration, this 2005 Revised Agreement may be terminated by either party in the event of a default of any of the provisions in this 2005 Revised Agreement by the other party by giving thirty-six (36) months written notice to that party. In the event that either party elects to terminate this 2005 Revised Agreement by giving thirty six (36) months written notice, West Lake Hills shall exercise reasonable diligence to timely secure an alternative wastewater service prior to the effective date of such termination.

In the event of termination of this 2005 Revised Agreement for any reason, each party will be responsible for its costs and expenses related, directly or indirectly, to constructing or securing an alternative source of Wastewater treatment. All previous City of Austin customers identified on Exhibit B will become Austin customers on the effective date of termination. West Lake Hills will be responsible for obtaining wastewater service for any other West Lake Hills customers.

### **16.02 Material Breach.**

In the event that one party believes the other party has materially breached one of the provisions of this 2005 Revised Agreement, the nondefaulting party will make written demand to cure and give the defaulting party up to 90 days to cure such material breach or, if the curative action cannot reasonably be completed within 90 days, the defaulting party will commence the curative action within 90 days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such breach.

The nondefaulting party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

The Parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this 2005 Revised Agreement. Nothing in this 2005 Revised Agreement will be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed.

## **ARTICLE XVII: STATEMENT OF PURPOSE AND AUTHORITY .AND PLEDGE OF GOOD FAITH AND FAIR DEALING**

### **17.01 Statement of Purpose.**

This 2005 Revised Agreement is intended to set forth a comprehensive statement of all terms and conditions applicable to the provision of Wholesale Wastewater Service by Austin to West Lake Hills.

### **17.02 Authority.**

This 2005 Revised Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791; V.T.C.A. Local Government Code, Chapter 402; V.T.C.A. Water Code, §49.068, and other applicable law.

### **17.03 Covenant of Good Faith and Fair Dealing.**

Austin and West Lake Hills agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this 2005 Revised Agreement.

## **ARTICLE XVIII: WATER CONSERVATION**

### **18.01 Water Conservation Program.**

West Lake Hills will adopt a water conservation program sufficient to meet the requirements of the TNRCC water conservation rules, as amended.

West Lake Hills will also adopt water conservation measures that meet or exceed the following standards:

- a) promote the participation of its citizens in the water conservation programs offered by Austin with bill stuffers (4 times/year minimum) and advertising;
- b) adopt an incentive plan for low-flush toilet retrofits that will include Austin

rebates (currently \$60 per toilet) plus matching West Lake Hills rebates;

- c) send letters to high volume water users informing them that Austin, at its expense, provides irrigation audits;
- d) review its landscaping ordinances to promote water conservation, with the consideration of recommendations by the Austin Water Conservation Office;
- e) adopt an ordinance requiring separate water meters for new commercial irrigation where feasible;
- f) provide a rebate for purchasing horizontal axis washing machines that will include Austin rebates (currently \$50 per machine) plus matching West Lake Hills rebates.

18.02 Water Conservation Ordinance.

West Lake Hills agrees to adopt and enforce an ordinance with similar provisions to Austin's emergency and peak day water management provisions, Chapter 4-2, Article II, City Code, as in effect on the date of this 2005 Revised Agreement, within the agreed Wholesale Service Area within 90 days of the effective date of this 2005 Revised Agreement.

In the event that ordinance is amended, Austin will give written notice to West Lake Hills of those amendments and will request that West Lake Hills amend its ordinance to include similar provisions.

18.03 Surcharge Provision.

If West Lake Hills fails to comply with all of the terms of this 2005 Revised Agreement with respect to adopting and imposing water conservation measures in ways that are substantial and material, Austin may impose on West Lake Hills a monthly wastewater surcharge equal to 25% of the rate determined by cost of service methodology, for as long as West Lake Hills remains out of compliance.

Before imposing such a surcharge, Austin will give West Lake Hills written notice of any such failure, specifying in detail the alleged noncompliance. West Lake Hills will have 30 days from the date of the notice to cure the failure.

In the event Austin or West Lake Hills does not agree on the satisfaction of any of the terms of this Section, either party may request mediation to resolve the conflict.

## **ARTICLE XIX: SEPTIC TANK PROGRAM**

19.01 Septic Tank Ordinance.

West Lake Hills will continue to enforce its ordinance relating to septic tank inspection (Article III, Sewage, Division II of Chapter 86 of the Municipal Code of

West Lake Hills) as amended.

## **ARTICLE XX: GENERAL PROVISIONS**

### **20.01 Interpretation.**

The Parties recognize that this 2005 Revised Agreement is voluntary and consensual on the part of each party, that, absent this 2005 Revised Agreement, Austin is not required by law to provide Wholesale Wastewater Service to West Lake Hills; that West Lake Hills is not required by law to obtain wastewater service from Austin; and that each party has been represented by legal counsel who have participated throughout the formulation, drafting, and approval of this 2005 Revised Agreement. Accordingly, this 2005 Revised Agreement will not be interpreted more favorably in favor of one party than the other.

### **20.02 Assignment**

One party may not assign or otherwise transfer in whole or in part the 2005 Revised Agreement or its other rights and obligations under this 2005 Revised Agreement without the approval of the governing body of other party prior to the assignment.

### **20.03 Amendment**

This 2005 Revised Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of West Lake Hills and Austin and executed by the authorized representative of each.

### **20.04 Necessary Documents and Action.**

Each party agrees to execute and deliver all such other instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this 2005 Revised Agreement.

### **20.05 Entire Agreement.**

This 2005 Revised Agreement constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding wastewater service by Austin to the agreed Wastewater Service Area.

### **20.06 Applicable Law.**

This 2005 Revised Agreement will be construed in accordance with the laws of the State of Texas.

### **20.07 Venue.**

All obligations of the Parties created in this 2005 Revised Agreement are performable in Travis County, Texas and venue for any action arising will be in Travis County.

### **20.08 No Third Party Beneficiaries.**

Nothing in this 2005 Revised Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies



under or by reason of this 2005 Revised Agreement.

20.09 Duplicate Originals.

This 2005 Revised Agreement may be executed in duplicate originals each of equal dignity.

20.10 Notices.

Until changed by written notice, any notice required under this 2005 Revised Agreement may be given to the respective Parties by certified mail, postage prepaid, or by facsimile, or by hand-delivery to the address of the other party shown below:

WEST LAKE HILLS:

City of West Lake Hills  
911 Westlake Drive  
West Lake Hills, Texas 78746-4599  
Attention: City Administrator

AUSTIN:

City of Austin, Texas  
P. O. Box 1088  
Austin, Texas 78767-8828  
Attn.: Director  
Austin Water Utility

Each party will forward to the other, within twenty-four (24) hours of filing, a true copy of any petition, application, or other communication to the TCEQ relating to this 2005 Revised Agreement, whether directly or indirectly.

20.11 Consents and Approvals.

Wherever this 2005 Revised Agreement requires either party, or its agents or employees, to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

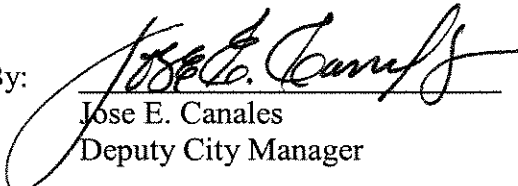
20.12 Severability.

Should any court declare or determine that any provisions of this 2005 Revised Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this 2005 Revised Agreement shall be construed and enforced as if the invalid or unenforceable provision had never comprised a part of this 2005 Revised Agreement and the remaining provisions of this 2005 Revised Agreement shall remain in full force and effect and shall not be affected by the invalid, or unenforceable provision or by its severance from this 2005 Revised Agreement. Furthermore, in place of each such invalid or unenforceable provision, there shall be added automatically as a part of this 2005 Revised Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable. Texas law shall govern the validity and interpretation of this 2005 Revised Agreement.

20.13 Effective Date.

This 2005 Revised Agreement will be effective from the last date of due execution by all Parties

**CITY OF AUSTIN:**

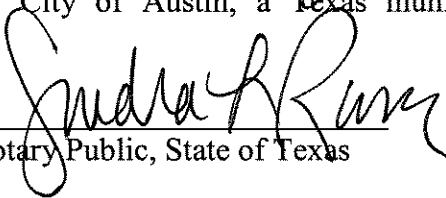
By:   
Jose E. Canales  
Deputy City Manager  
Date: 8-22-05

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF TRAVIS        )**

**THIS INSTRUMENT** was acknowledged before me this 22 day of August, 2005,  
by Jose E. Canales, Deputy City Manager of the City of Austin, a Texas municipal  
corporation, on behalf of that municipal corporation.

(SEAL)



  
Notary Public, State of Texas

**CITY OF WEST LAKE HILLS:**

By: \_\_\_\_\_

Dwight Thompson  
Mayor

Date: \_\_\_\_\_

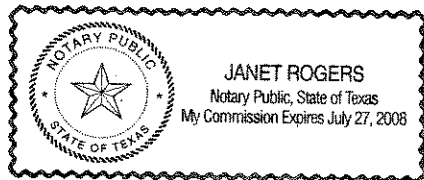
August 10, 2005

**THE STATE OF TEXAS    )**

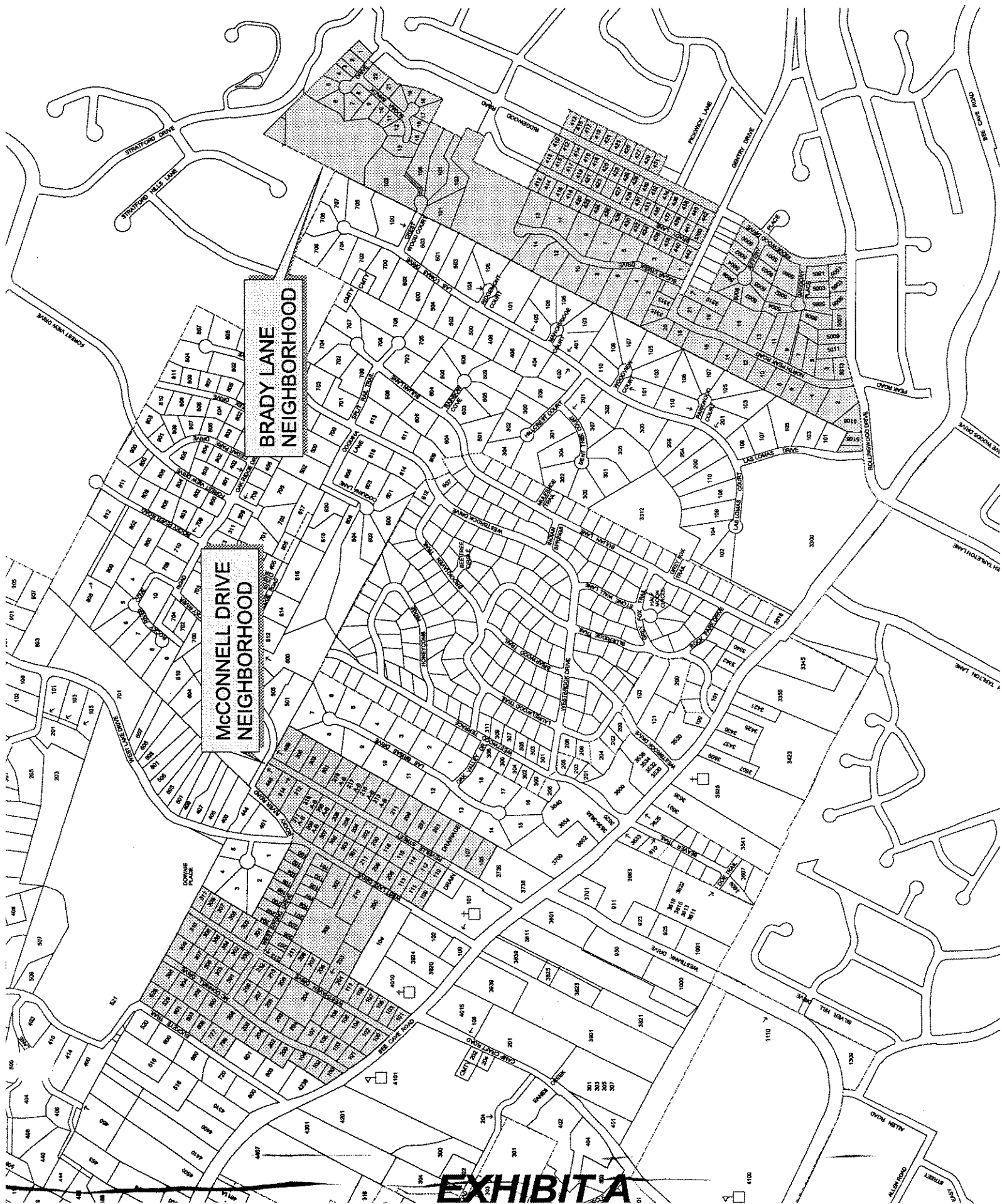
**COUNTY OF TRAVIS       )**

**THIS INSTRUMENT** was acknowledged before me on this 10<sup>th</sup> day of August 2005, by Dwight Thompson as Mayor of the City of West Lake Hills, on behalf of that municipal corporation.

(SEAL)

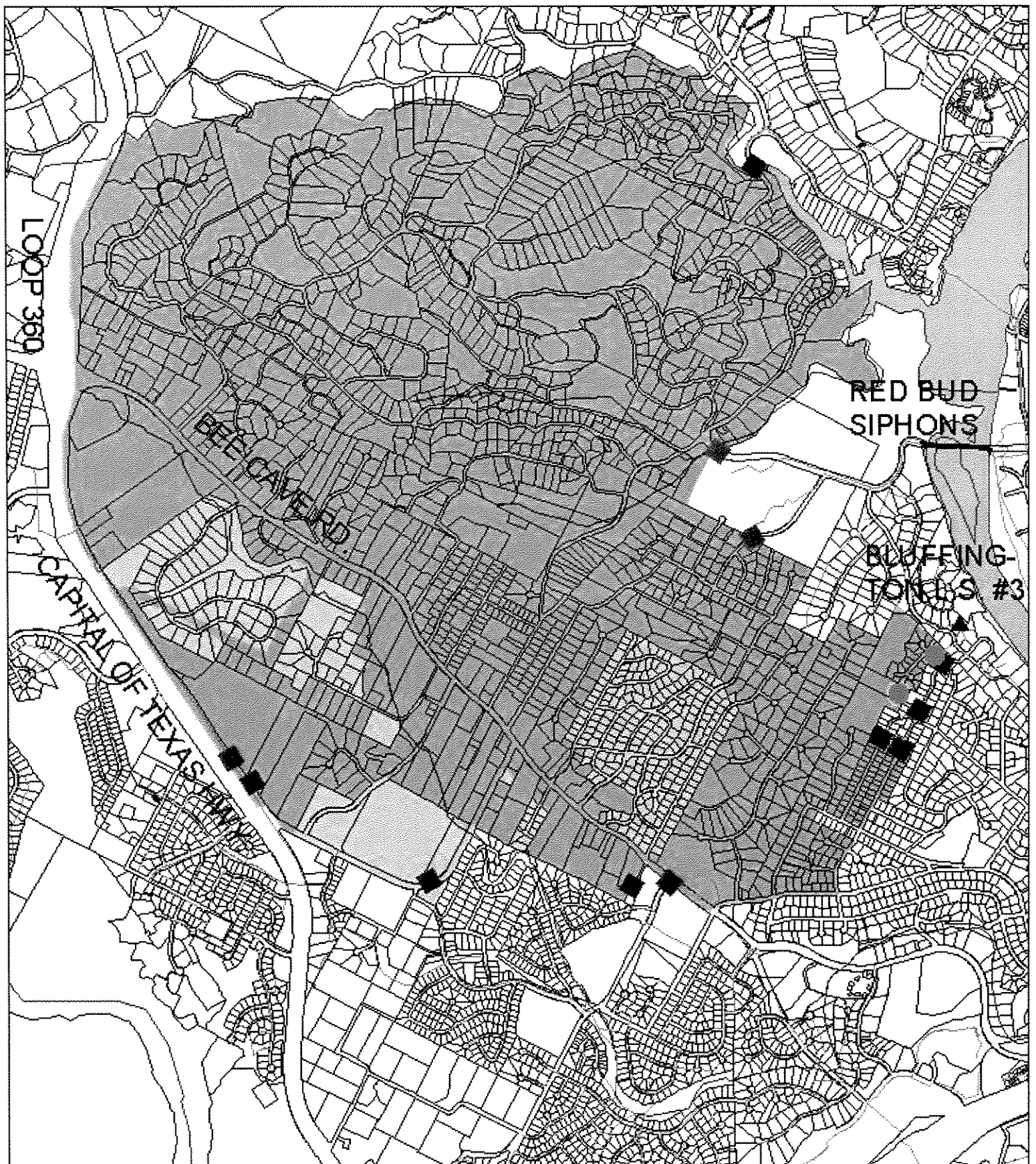


Janet Rogers  
Notary Public, State of Texas

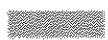


**EXHIBIT B**  
**CITY OF WEST LAKE HILLS**  
**PROPERTIES WITH AUSTIN WASTEWATER SERVICE**

<b>Address</b>	<b>Current Service</b>
3300 Bee Cave Road (Westbank Market Shopping Ctr)	Nongravity
3345 Bee Cave Road (Bury & Pittman Office Bldg)	Gravity
701 Capital of Texas Hwy (Village at Westlake Shopping Ctr)	Nongravity
102 Crestwood Court (Single Family Residence)	Nongravity
105 Crestwood Court (Single Family Residence)	Nongravity
106 Crestwood Court (Single Family Residence)	Nongravity
413 Ridgewood Road (Single Family Residence)	Nongravity
415 Ridgewood Road (Single Family Residence)	Gravity
1 Sugar Shack Drive (Single Family Residence)	Gravity
1801 Westlake Drive (Apartments)	Nongravity
1295 Capital of Texas Hwy (Fire Station)	Gravity
1309 Westbank Drive (Library)	Gravity



WLH ETJ



WLH CITY LIMITS



P.O.E. W/ ASSOCIATED METERED FACILITIES



P.O.E. - NO METERED FACILITIES



P.O.E. - METER VAULT ONLY

EXHIBIT C - MAP OF POINTS OF ENTRY (P.O.E.)



5/16/2000

## **EXHIBIT D**

### **POINTS OF ENTRY WITH METERING FACILITIES**

<b>Location</b>	<b>Peak Flow Rate Limits</b>
1. At or near manhole F24-10 (Red Bud Trail)	See limit on #4 Exhibit E
2. At or near manhole F24-2 (Forrest View Drive)	See limit on #4 Exhibit E
3. At or near manhole F23 (Sanderling Trail Drive)	60 gpm
4. At or near manhole E151 (701 Capital of Texas Hwy. – Village at Westlake Shopping Center)	100 gpm
5. 1801 Westlake Drive (Apartments)	12 gpm

**EXHIBIT E**

**POINTS OF ENTRY WITHOUT METERING FACILITIES**

<b>Location</b>	<b>Peak. Flow Rates Limits</b>
1. At or near manhole G23-M50 (Sugar Shack Drive)	See limit below (#4)
2. At or near manhole G23-M52 (Ridgewood Drive)	See limit below (#4)
3. At or near manhole G23-M54 (Ridgewood Drive)	See limit below (#4)
4. At or near manhole G23-69 (Brady Lane)	Combined flows with #1, #2, #3, and #4 of Exhibit E and #1 and #2 of Exhibit D will not to exceed a collective total of 343 gpm
5. 1295 Capital of Texas Hwy. (Fire Station)	3 gpm
6. 3345 Bee Cave Road (Bury & Partners)	5 gpm
7. 1309 Westbank Drive (Library)	0.6 gpm
8. At or near manhole G23-M52 (Ridgewood Drive)	Meter Vault ONLY, no wastewater flow meter
9. At or near manhole G23-M50 (Sugar Shack Drive)	Meter Vault ONLY, no wastewater flow meter