

RESOLUTION NO. 2025-01-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTON, TEXAS APPROVING A WHOLESALE WASTEWATER AGREEMENT BETWEEN THE TOWN OF WESTON AND THE CITY OF ANNA, TEXAS; PROVIDING FOR WASTEWATER TREATMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Town of Weston, Texas (the "Town"), is a general law municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Chapter 791 of the Texas Local Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

WHEREAS, Weston is a retail wastewater provider that serves retail customers and needs a source of wholesale wastewater treatment capacity necessary to accommodate increasing demand; and

WHEREAS, the City of Anna ("Anna") has the capability to provide wholesale wastewater treatment capacity adequate to serve the area within Weston's Certificate of Convenience and Necessity ("CCN"); and

WHEREAS, the Town and Anna desire to enter into a Wholesale Wastewater Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Town Council approves the terms of the Agreement and finds it is in the best interest of the of the Town to enter this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTON, TEXAS:

SECTION 1. The Town Council of the Town of Weston, Texas hereby approves the terms of the Agreement.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the Town of Weston.

SECTION 3. It is the intent of the Town Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be

deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Resolution and its attachment left standing.

DULY RESOLVED by the Town Council of the Town of Weston, Texas on this the 26 day of January 2025.

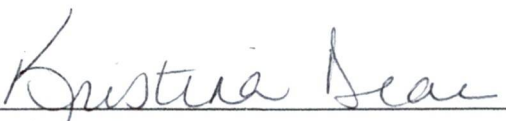
PASSED AND APPROVED this the 26 day of January, 2025.

APPROVED:



Jerry Randall, Mayor

ATTEST:



Kristina Dean, Town Secretary



EXHIBIT A

(Wholesale Wastewater Agreement)

WHOLESALE WASTEWATER CONTRACT BETWEEN THE CITY OF ANNA AND THE TOWN OF WESTON

This Wholesale Wastewater Contract Between the City of Anna and the Town of Weston (this "Contract") is made and entered into on this, the _____ day of _____, 2025, (the "Effective Date") by and between the City of Anna, Texas, a Texas home-rule municipality and political subdivision of the State of Texas ("Anna"), and the Town of Weston, Texas, a Texas municipality and political subdivision of the State of Texas ("Customer").

RECITALS

The following recitals are: (1) true and correct; (2) incorporated as part of this Contract for all purposes; (3) evidence the intent of the Parties in entering into this Contract; and (4) to be used in interpreting this Contract.

WHEREAS, the Parties are governmental entities authorized to enter into this Contract under Chapter 791 of the Texas Government Code and other applicable law including without limitation Chapter 51 of the Texas Local Government Code; and

WHEREAS, the Customer is a retail wastewater provider that serves retail customers in Certificate of Convenience and Necessity No. 20999 ("Customer's CCN"); and

WHEREAS, the Customer is a municipality located in Collin County, Texas with nearby rapid growth including sharply increasing demand for retail wastewater service to serve upcoming residential, commercial, industrial, and institutional development; and

WHEREAS, in order to provide Wastewater treatment to serve its retail customers, Customer needs a source of wholesale Wastewater treatment capacity; and

WHEREAS, subject to securing a TCEQ Texas Pollutant Discharge Elimination Permit, and once the construction of the Anna System is completed, Anna shall have the capability to provide wholesale Wastewater treatment capacity adequate to serve the area within Customer's CCN;

NOW, THEREFORE, Anna and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows.

AGREEMENT

Article 1. Definitions

When used in this Contract, the following terms, when capitalized, shall be defined as follows.

1.01 “Act” or “the Act” - the Federal Water Pollution Control Act, also known as the Clean Water Act (“CWA”), as amended (33 U.S.C. 1251, et seq.).

1.02 “Anna System” or “Anna’s System” - Anna's Wastewater Treatment Plant as said plant may be expanded or connected to other systems over time, which is a “Publicly Owned Treatment Works” under Section 307 of the Act. For purposes of this Contract, the Anna System includes all Wastewater treatment plants of Anna as a unified system.

1.03 “Approved Connection Point(s)” - the point(s) of entry identified in Exhibit “B” through which Customer is authorized to discharge Wastewater into the Anna System.

1.04 “Basin Map” - the map attached hereto as Exhibit “B”, identifying the service area under this Contract and the Approved Connection Points.

1.05 “Biochemical Oxygen Demand (BOD)” - the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 degrees centigrade expressed in terms of mass and concentration [milligrams per liter (mg/l)].

1.06 “Calibration” - verification of primary measuring device and secondary instrumentation accuracy utilizing then-current standard primary device calibration procedures and signals recognized as acceptable within the industry or a separate flow measurement instrument.

1.07 “Customer Annual Amount of Flow” – an annual average amount of Flow not to exceed the volumes specific in Exhibit D, listed in gallons per day based on 30-day average.

1.08 “Customer’s Service Area” – the approximately 10,300 acres of land covered under Certificate of Convenience and Necessity No. 20999 held by the Town of Weston, Texas as of the Effective Date.

1.09 “Customer System” or “Customer’s System” - the Customer’s facilities used for collection or transportation of Wastewater to an Approved Connection Point(s), including without limitation the Delivery Facilities.

1.10 “Delivery Facilities” or “Delivery Facility” - all facilities necessary for the transmission of Wastewater to the Anna System that are on the Customer's side of the Approved Connection Point(s).

1.11 “Director” - the designee appointed or authorized by the Anna City Manager to act on Anna’s behalf.

1.12 “Flow” – the collective total of all Wastewater, Industrial Waste, Inflow, Infiltration, Liquid Waste, Suspended Solids, and any other matter transmitted from Customer’s System through all Approved Connection Point(s), collectively.

1.13 “Industrial User” - a source of non-standard discharge.

1.14 “Industrial Waste” – non-domestic sewage that may include water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.15 “Infiltration” - water that has migrated from the ground into the Wastewater system.

1.16 “Inflow” - water other than sewage that enters a Wastewater system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, Infiltration.

1.17 “Liquid Waste” - the water-borne solids, liquids, and gaseous substances typically stored temporarily in a container and derived from sources including, but not limited to, grease traps, septic tanks, chemical toilet waste, and sand trap waste.

1.18 “Metering and Sampling Facility” or “Metering and Sampling Facilities” - the meter, meter vault, and all metering and telemetry equipment needed to measure or sample the Flow from the Customer’s System at the Approved Connection Point(s) or other such locations as the Parties mutually agree upon in writing.

1.19 “Party” or “Parties” - Anna and Customer may also be referred to in the singular as “Party” and in the plural as “Parties.”

1.20 "Pretreatment" - the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to or in lieu of introducing those pollutants into a Publicly Owned Treatment Works generally, but not exclusively, relating to Non-Standard Discharges and Prohibited Discharges. The reduction or alteration of pollutants or the nature of pollutants may be obtained – if not by elimination - by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants (unless expressly allowed by an applicable Pretreatment Requirement).

1.21 "Pretreatment Requirement" - a substantive or procedural requirement related to Pretreatment imposed on an Industrial User, other than a Pretreatment Standard.

1.22 "Prohibited Discharge" – any discharge prohibited by 40 C.F.R. 403.5.

1.23 "Publicly Owned Treatment Works" ("POTW") – a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) owned or operated by a governmental entity including Customer's System and Anna's System.

1.24 "Significant Industrial User" - any of the following:

- a. An Industrial User subject to categorical Pretreatment Standards; and
- b. Any other user that:
 - (i) Discharges an average of 25,000 gpd or more of process wastewater;
 - (ii) Contributes a process waste stream which makes up five percent (5%) or more of the hydraulic or organic loading of the treatment plant; or
 - (iii) Is designated as significant by Anna on the basis that the user has a reasonable potential for adversely affecting the operation of a Publicly Owned Treatment Works or for violating any Pretreatment Standard or requirement.

1.25 "Non-Standard Discharge" - Wastewater that is being discharged that fails to meet the quality parameters outlined in Sections 7.3-7.5.

1.26 "Standard Methods" - those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Anna.

1.27 “Strength” - the concentration of dissolved and suspended matter in Wastewater, as indicated by Biochemical Oxygen Demand or suspended solids.

1.28 “Suspended Solids” – the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and which is removable by laboratory filtering.

1.29 “System Cost” - operating expenses and capital-related costs incurred by Anna pursuant to the provision of Wastewater collection and treatment service to the wholesale class of sewer customers including, all costs identified whether specifically or by implication as System Costs related to provision of services under this Contract. Such costs are to be collected by Anna as a component of the annual cost of providing wholesale Wastewater service.

1.30 “TCEQ” – the Texas Commission on Environmental Quality or its successor agency(ies).

1.31 “Wastewater” – water containing other liquid and water-carried wastes and sewage whether treated or untreated, which are contributed to a Publicly Owned Treatment Works.

1.32 “Wastewater Treatment Plant” – the collection and treatment system that is the subject of TCEQ proposed Texas Pollutant Discharge Elimination System Permit No. WQ0016043001 (EPA I.D. No. TX0141721) located (or to be constructed and located) approximately 1.56 miles west of the intersection of the Collin County Outer Loop and U.S. 75, in Collin County, Texas 75409.

Article 2. Construction and Connection to the Anna System

2.01 As of the Effective Date Anna has received a Texas Pollutant Discharge Elimination System Permit (the “Discharge Permit”) from the TCEQ to utilize the Wastewater Treatment Plant to discharge treated wastewater at a volume not to exceed an annual average flow of 16,000,000 gallons per day. Anna commenced construction of the Wastewater Treatment Plant on September 22, 2023. Anna shall complete construction of the first phase of the Wastewater Treatment Plant on or before October 1, 2025, which will allow for an annual average flow of up to 500,000 gallons per day of wastewater treatment capacity. Anna shall complete Phase 2 of the plant on or before October 1, 2026, which will allow for an annual average flow of up to 2,500,000 gallons of wastewater treatment capacity. Anna shall continue to construct additional phases of the plant, up to the TCEQ permitted average annual flow of 16,000,000 gallons per day as needed to meet the needs of Anna and its customers.

2.02 Notwithstanding any provision of this Contract, if Anna fails to timely commence construction of the Wastewater Treatment Plant, then Customer may proceed to terminate

this Contract in accordance with the procedures and requirements of Article 17. Notwithstanding any provision of this Contract, if Anna fails to timely complete construction of the Wastewater Treatment Plant, then Customer may proceed to terminate this Contract in accordance with the procedures and requirements of Article 17. The term "commence construction" as used in this paragraph means to commence the work of constructing any part of the Wastewater Treatment Plant or the site of said plant: (i) with all approvals thereof required by Anna obtained as necessary; (ii) after a notice to proceed has been issued to Anna's contractor(s); and (iii) onsite construction of the site development components (such as drainage, grading or utilities) is underway. The term "complete construction" as used in this paragraph means to have constructed the Wastewater Treatment Plant and all of its components to the extent necessary to allow for the Customer Annual Amount of Flow from Customer's System into the Approved Connection Point(s).

2.03 Anna hereby grants to Customer, conditioned upon compliance with the terms and conditions contained herein, permission to connect Customer's System to the Anna System for the term of this Contract and provided that Customer is not in material breach of any provision of this Contract.

2.04 Anna agrees to accept all conforming and lawfully acceptable Wastewater delivered by Customer in accordance with this Contract to all Approved Connection Point(s), collectively, and at such additional points as the Parties may mutually agree upon, in writing, at a later time. Customer agrees to deliver all of its Wastewater flows from the area depicted in the Basin Map, attached as Exhibit "B", to Anna unless otherwise approved in writing by Anna.

2.05 The cost of all Delivery Facilities necessary to convey Wastewater to the designated Approved Connection Points, whether shown on Exhibit "B" or mutually agreed upon at a later date by the Parties, together with the cost of connection of the Customer System to the Anna System, shall be borne solely by Customer, including the cost of acquisition of any necessary rights-of-way and easements to and from such Delivery Facilities; provided, however, Anna does hereby consent (subject to feasibility as determined by the Director) to Customer installing any portion of Customer's System in right-of-way or wastewater system easements granted to Anna. Customer shall provide Anna with sixty days written notice before installing any portion of the Customer System in a right-of-way or wastewater system easement granted to Anna, and shall coordinate all work with the Director and all appropriate Anna departments. In the event Anna requests Customer to increase the size of any such Delivery Facility in order to serve areas outside of Weston's CCN, the difference in the cost of the Delivery Facilities attributable to the size increase shall be at Anna's expense.

2.06 Unless mutually agreed to, in writing, by Anna and Customer, Customer shall be responsible for the design, construction, and financing of Customer's System and the

Delivery Facilities including the cost of and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials, and specifications shall, at a minimum, conform to the City of Anna's applicable requirements as well as applicable state law and regulatory requirements in all respects. Plans and specifications for any Delivery Facility connecting to the Anna System shall be submitted to the Director for written approval in advance of construction of same, which approval shall not be unreasonably withheld. Without limiting the foregoing, no construction of any portion of Customer's System that may be located on Anna's property may begin until the Director has approved the plans and specifications for the work. Customer agrees that Anna has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of each facility is subject to the inspection by and written approval of the Director.

2.07 Customer agrees not to provide service to any user or users that, singly or in combination, would discharge more than 13,500,000 million gallons per day into the Anna System or that would cause Customer's daily flow to Anna to exceed 3,300,000 gallons per day (monthly average) without first providing written notice to Anna and receiving written approval in advance from Anna.

Article 3. Maintenance of Customer System

3.01 Customer agrees to maintain Customer's System in good and working condition and to make all necessary repairs in a timely manner. Anna shall not have any responsibility or liability for the operation of the Customer's System, it being Customer's sole responsibility to provide adequate facilities to deliver its Wastewater to the Anna System. Customer shall also promptly comply with any permit requirements, environmental regulations, and any other laws or regulations, whether state or federal, applying to Customer's System.

Article 4. Metering and Sampling Facilities

4.01 Unless otherwise agreed to in writing, Anna shall have the option to construct Customer Metering and Sampling Facilities not in existence as of the Effective Date. Upon exercising this option, Anna shall inform Customer, and Customer shall acquire a site reasonably acceptable to Anna. All reasonable construction costs incurred by Anna, including, but not limited to, site preparation, design and engineering, construction, and equipment for such facilities, together with the costs of necessary easements and rights of way, shall be fully reimbursed to Anna by Customer. Any costs incurred by Anna associated with any necessary modifications of a Metering and Sampling Facility to accommodate a complete initial installation satisfactory to Anna shall also be fully reimbursed to Anna by Customer.

4.02 On the Effective Date, or, if the Metering and Sampling Facilities have not been constructed as of the Effective Date, on such later date as the construction and installation of the Metering and Sampling Facilities are complete, Customer shall transfer ownership of all Customer Metering and Sampling Facilities to Anna at no cost.

4.03 If additional Approved Connection Points are agreed to be added to deliver Customer's Wastewater to the Anna System and Anna declines to exercise its option to construct additional Metering and Sampling Facilities for same, Customer shall construct Metering and Sampling Facilities for each such Approved Connection Point at Customer's sole cost.

4.04 The Metering and Sampling Facilities shall be designed and engineered in a manner satisfactory to Anna. Customer shall transfer ownership of such newly constructed facilities at no cost to Anna.

4.05 Customer shall provide Anna with all necessary access easements and rights of way in a form satisfactory to Anna. Customer shall provide Anna a perpetual route of ingress and egress to Metering and Sampling Facilities, which shall be accessible by Anna at all times without notice.

4.06 Anna shall have the right to inspect and approve the Metering and Sampling Facilities prior to accepting the transfer. Anna's approval and acceptance of the Metering and Sampling Facilities shall not be unreasonably withheld. In the event Anna rejects the transfer, it shall provide Customer a written notice of the deficiency Customer must correct before proceeding with the transfer of the Metering and Sampling Facility in question.

4.07 Upon accepting the transfer of a Metering and Sampling Facility, Anna shall have the sole authority and exclusive right and license to enter, use, operate, and maintain the Metering and Sampling Facilities. Anna shall thenceforth be solely responsible for the operational and maintenance responsibilities associated with said facilities. Anna also shall have the discretion to construct improvements, expansions, and replacements to the Metering and Sampling Facilities as a System Cost and at the timing of Anna's needs, provided, however, that Anna shall permit Customer to review proposed construction, expansion, and replacement plans. Customer will grant and provide to Anna such permits or easements as are necessary for the continuous operation and maintenance of all Metering and Sampling Facilities. All such costs incurred by Anna for the operation, maintenance, construction, expansion or replacement of Customer Metering and Sampling Facilities shall be considered System Costs.

4.08 Expenses incurred by Anna for the operation and maintenance of Customer Metering and Sampling Facilities are System Costs and shall include, without limitation, the following:

- a. Cost of electricity at the facilities;
- b. Cost of the installation and maintenance of the telemetry service at the facilities and to the control center and all costs of maintaining connectivity, including access or lease charges;
- c. Cost of calibration and field measured velocity profiles;
- d. Cost of parts, materials and supplies required for repairs, calibrations, and upgrading of the facilities;
- e. Labor cost plus fringe benefits and indirect costs for repairs, calibrations, and upgrading of the facilities;
- f. Maintenance costs of ingress and egress and meter facility site;
- g. Administrative costs, including record and book keeping, overhead, and rate setting costs; and
- h. Any additional monitoring to ensure compliance with state and federal regulations governing Wastewater treatment.

4.09 Replacement of facilities described in this Article 4 or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director shall be a System Cost. Any replacement facility or equipment therein shall comply with Anna's standards and specifications.

4.10 Anna shall have the sole right to secure the Metering and Sampling Facilities in order to prevent tampering or other interference with the facility. Anna shall have the sole right to control access to the facilities.

4.11 Customer may request permission, in writing, to inspect a particular Metering and Sampling Facility once per month. Anna shall, upon receiving a written request from Customer, coordinate with Customer to set an appointment during normal business hours and within three (3) business days after receiving the written notice. At the appointed date and time, Anna will accompany and allow Customer to enter and inspect the Metering and Sampling Facilities.

4.12 Customer may request that Anna test the accuracy of each meter once per quarter; otherwise, Anna shall test each meter at least once per year. Any reading, Calibration or adjustment to such metering equipment shall be done by employees or agents of Anna. Anna shall notify Customer at least seventy-two (72) hours in advance of the date and time for any testing, reading, calibration or adjustment, and Customer may have personnel

present to observe, if so desired, by sending Anna written notice of its intention to do so. Anna shall, upon receiving a written notice from Customer, coordinate with Customer to set an appointment during normal business hours and within ten (10) business days after receiving the written notice. At the appointed time, Anna will allow Customer's personnel to enter and observe Anna's employees or agents conduct the appropriate tests to measure the accuracy of the meter. Anna shall have the right to conduct its own tests or Calibration without notice and at any time it deems appropriate.

4.13 Customer must present any complaint or request for adjustment based on meter accuracy in writing to Anna no later than fifteen (15) days after the test was completed or any such complaint or request is waived. If Customer fails to test or request a test of a meter during a given quarter, Customer waives any complaints, disputes, or claims regarding meter accuracy for that quarter and all preceding quarters.

Article 5. Rights-of-Way

5.01 Customer shall grant, without charge to Anna, such easements, rights-of-way or other necessary property rights along public streets, alleys or other property owned by Customer, to the extent lawful and as reasonably necessary, to construct or maintain facilities to provide Wastewater collection. Whenever it is deemed necessary by Anna to remove, alter, change, adapt or conform any portion of Customer's System located on property owned by Anna, such alterations shall be made by Customer at Customer's expense within thirty (30) days from the issuance of written notice to Customer to make the alterations unless a different schedule has been approved by Anna in writing. All work done by or on behalf of a Party under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed by such Party, but neither Party will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed upon in writing. Anna and Customer agree to coordinate the location of the mains and facilities in the other's easements and rights-of-way in order to prevent conflicts insofar as reasonably practicable.

Article 6. Metering and Sampling

6.01 All Flow discharged into the Anna System by Customer shall be metered. Regardless of any change in the area covered by any CCN held by Customer, the area covered by Customer's Service Area as defined in this Contract shall not increase unless by mutual written agreement signed by Anna and Customer.

6.02 Anna shall enter all readings of meters into data collection systems that Anna shall maintain. Customer shall have access to such records during reasonable business hours and

shall be furnished with monthly totalizer readings for each Approved Connection Point Metering and Sampling Facility.

6.03 Anna shall calibrate and service the meters no less than once during each twelve (12) month period. Copies of the results of such Calibration and all related information will be provided to Customer on request.

6.04 Subject to the provisions of Section 4.13, after a calibration is completed, if it is determined that a meter is under-metering or over-metering Flow by more than 5%, the registration of the Flow as determined by the meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the date of the last Calibration. Notwithstanding the foregoing or any other provision of this Contract, any correction made under this paragraph shall in no event extend further back than a period of twelve months.

6.05 If any meter used to determine volume from Customer is out of service or out of repair or otherwise incapable of providing any information that would allow the Parties to ascertain or compute the amount of Flow, the Flow delivered through the period such meter is out of service, out of repair or otherwise incapable of providing Flow information shall be the average Flow of the last twelve (12) months plus three percent, divided by three-hundred and sixty-five, and the result multiplied by the number of days the meter is out of service or out of repair.

6.07 Anna shall periodically determine the quality of the Wastewater at the Metering and Sampling Facilities or other agreed upon sampling points for the purposes of billing for the Strength of the Wastewater. The sampling and testing shall occur on a random basis once per month. To determine the quality of the Wastewater, Anna shall collect twenty-four (24) hour time-weighted or flow-weighted composites for a period of not less than one twenty-four (24) hour period per month for a total of twelve (12) sampling periods per year. If, at the request of Customer or as directed by the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the Party making the request and shall be done as provided in this section. If Customer requests such additional monitoring, Anna shall invoice Customer for the costs of collecting and testing the additional samples. Customer shall pay for the additional sampling, including additional monitoring, collecting and testing samples, within ten days after receipt of the invoice. Anna shall analyze the samples collected in accordance with Standard Methods and will provide analysis reports to the Customer, if requested.

6.08 If in the opinion of the Director, further monitoring of the Wastewater is desirable to ensure ongoing compliance with state and federal regulations, the Director may order that additional monitoring be performed with or without prior notice to Customer. Compliance monitoring is in addition to the periodic sampling set forth in Section 6.7. All

information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Anna will provide notice of such compliance monitoring to Customer within a reasonable time after obtaining the results of testing.

6.09 All costs incurred by Anna under this Article are System Costs.

Article 7. Rates, Charges, and Surcharges

7.01 Wholesale Wastewater rates established hereunder will be determined based upon cost-of-service analysis to be performed by or on behalf of Anna no less than one time per year using the methodologies and principals generally accepted within the industry and detailed further herein, as applicable, and which are generally being utilized by the City to set the rate for wholesale wastewater service to municipal customers located outside the corporate limits of the City. The cost of such analysis is a System Cost.

7.02 The Parties agree that the methodologies and principals used to conduct a cost-of-service analysis shall be those generally accepted within the industry as promulgated by the Water Environment Federation within the *WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems*, as revised, and which are generally being utilized by the City to set the rate for wholesale wastewater service to municipal customers located outside the corporate limits of the City. Notwithstanding the forgoing, the Parties agree the following methodologies and principals will apply until agreed otherwise in writing:

a. The cost of service for the service class shall include allocated reasonable and necessary operation and maintenance expenses based on the then-adopted and approved budget for the Anna System, budgeted debt service including principal and interest payments, capital outlay and budgeted funds necessary to comply with Anna's established financial policies such as, but not limited to, operating cash reserves, externally required or internally adopted debt coverage requirements, repair and replacement reserves, and any other reserve requirements that may be necessary to maintain the financial stability of the Anna System.

b. The initial rate for this Contract shall be \$6.49. The initial rate is per 1,000 gallons. Anna shall provide Customer with written notice, no later than July 31st of each year, of any proposed rate change in order to allow Customer sufficient time for budgeting purposes. A failure to provide such written notice shall postpone the effective date of the rate increase to October of the following year. Any challenge to a rate established by the Anna City Council must be brought within ninety days of its adoption.

7.03 [Reserved].

7.04 Any challenge to a rate, surcharge or fee established by the Anna City Council must be brought within ninety (90) days following Customer's receipt of notice of its adoption by submitting a written objection in accordance with the applicable provisions of Article 24 of this Contract or such challenge is waived.

7.05 An additional charge shall be due for any discharge through Point of Entry that exceeds the maximum Strength allowed to Customer. The surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of total suspended solids ("TSS") in excess of 250 mg/l shall be assessed. The excess Strength determination will be based on monthly sampling.

7.06 Customer agrees that the Anna City Council has the right to revise, by ordinance, the allowable discharge Strengths, consistent with applicable state and federal laws and regulations and applicable permit requirements (provided that the strength allowed shall be no less than the strength generated from a typical single family residence). At the Effective Date of this Contract, the allowable discharge Strength is 250 mg/l for BOD and 250 mg/l for TSS.

7.07 Customer shall pay a surcharge to Anna for concentrations of BOD exceeding 250 mg/l and TSS exceeding 250 mg/l at the rate of 125% of the established rate, based on a 30 day average. The surcharge will be calculated each month. It will be based on the rate of Non-Standard Discharge for that month. The surcharge will be assessed the entire month for each portion of the month that discharges from Customer exceed applicable limits, whether classified as Non-Standard Discharges or otherwise.

7.08 Bills for Wastewater service are submitted to Customer on a monthly basis. Amounts billed are due and payable not more than thirty (30) days after the billing date. Bills will show current charges, as well as past-due charges, if any. Current charges includes the amount due for service provided since the prior billing period. Past-due charges is the total amount unpaid from all prior billings as of the current billing date. Payments received by Anna shall first be applied to the past-due charges, if any, and thereafter to the current charges. Any challenge to a billing must be submitted, in writing, to Anna within thirty (30) days of the billing date, or any objection to the billing is waived.

7.09 If Customer disputes a bill, it shall nevertheless continue to promptly make the disputed payment or payments. Dispute of a bill is not grounds for non-payment. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event a payment is not paid as specified in this Contract, a finance charge of the lower of 10%, per annum, or the maximum rate allowed by law, per annum, will be calculated from the date that the payment was required to be made. In the event the amount finally determined to be due is less than the full amount of the disputed bill, then the amount found to be in excess of the amount due will be credited to the Customer's account together with any interest on the credited amount of the disputed bill.

7.10 [Reserved].

7.11 Customer agrees, throughout the term of this Contract, to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for Wastewater service as will produce revenues in an amount equal to at least (i) all of its operation and maintenance expenses of such system, including specifically its payments under this Contract; and (ii) all other amounts as required by law and the provisions of the its revenue bonds or other debt obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.12 The Parties agree that the rates established in accordance with this Contract are reasonable and in the public interest, and that any change in the rates under this Contract shall be necessary (1) to avoid impairing the ability of Anna to continue providing Wastewater service, (2) to avoid casting an excessive burden on other customers or users of the Anna System, and (3) to avoid being unduly discriminatory to or among customer classes. Customer reserves the right provided under Article 7 and Article 24 to challenge Anna rate adoption. Customer acknowledges that it has entered into this Contract willingly after determining--after considering alternative sources and methods of providing for its Wastewater needs--that entering into this Contract is in the best interests of Customer and its constituent users.

7.13 Customer represents and covenants that all payments made by it under this Contract shall constitute reasonable and necessary operating expense of its Customer System and that all such payments will be made from its current revenues. Customer represents and has determined that the Wastewater service to be obtained from the Anna System is absolutely necessary and essential to the present and future operation of its Wastewater system. Accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expense of its respective system as described herein, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other debt obligations heretofore or hereafter issued by Customer.

7.14 Upon the occurrence of Customer's first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty (60) days after its due date, Customer agrees to establish a security fund to be held in trust by Anna in the amount of three (3) month's average billings, from which Anna may withdraw funds to secure payment of the billing. Customer shall thereafter immediately replenish and restore the account to the required amount and maintain the full balance required in the fund for the remainder of the term of this Contract, notwithstanding Anna's withdrawals to satisfy billings remaining unpaid for more than sixty (60) days after the due date.

7.14.1 In the event that the security fund is not established, at the expiration of sixty (60) days after such amounts are due, Customer shall be in default under this Contract, and Anna may invoke the remedies specified herein or otherwise available by law.

7.15 The security fund described in Section 7.14 shall be deposited with the Anna City Manager in cash, in the form of an unconditional, irrevocable standby letter of credit, a performance/surety bond, or other instrument or security in a form acceptable to the Anna City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Customer prior to the collection by Anna of any amounts covered by the letter of credit, bond, or other instrument.

7.16 Customer acknowledges that it will accrue no equity or any other interest in the Anna System or any other assets of Anna as a result of payment or other performance pursuant to this Contract.

7.17 Except as specifically provided herein, no other fees shall be due and payable by Customer to Anna for wastewater service. In particular, neither Customer nor any retail customer located within the Property (as described in Exhibit "A") shall be required to pay to Anna any "impact" or "capital recovery fee" related to wastewater conveyance or treatment capacity or service.

Article 8. Industrial Connection and Monitoring

8.01 Customer agrees that it will, at the time of execution and throughout the term of this Contract, identify and locate all possible Significant Industrial Users and report them to Anna. Any compilation, index or inventory of Significant Industrial Users shall be made available to Anna, United States Environmental Protection Agency, TCEQ, or their respective successor agencies upon request.

8.02 Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to Customer's System or to the Anna System without at least thirty days' prior written notification to the Director of such intent to connect. Such notification shall provide the Director with information pertaining to volume and composition of Flow from the Significant Industrial User, and further information as may be requested by the Director.

8.03 Customer agrees to conduct all monitoring, sampling, and inspection of Customer's System and Significant Industrial Users as necessary to ensure that Industrial Waste introduced into Customer's System meets the quality standards set out in Article 9 of this Contract. Upon request to Customer, a representative of Anna will be permitted to observe Customer's collection of samples from Significant Industrial Users. Customer agrees to furnish Anna separate duplicate samples for independent testing and shall provide the

Director the sample analysis results and pretreatment records within fifteen days of receipt of laboratory reports from a Significant Industrial User.

8.04 Customer agrees that Anna shall have the right to sample Wastewater at all Approved Connection Points and such other locations as may be necessary to determine the volume and quality of Wastewater entering the Anna System. Anna shall have sole authority to determine whether sampling at a location other than an Approved Connection Point is necessary. Customer agrees to disconnect from its system any of its users found to be in violation of allowable discharges or who refuses access to facilities for the purpose of sampling Wastewater being discharged into the Customer System or who is otherwise suspected of making a Prohibited Discharge or other unauthorized or illegal discharge; provided, however, that the disconnected user shall be afforded the same rights, privileges of appeal, and deficiency cure periods as are Significant Industrial Users operating within Anna's jurisdiction.

8.05 Following notice to Customer by Anna, Customer grants to Anna the right to enter Customer's jurisdiction if Anna determines that questionable discharges or Prohibited Discharges are entering the Anna System from the Customer System. Customer agrees to assist Anna in locating and eliminating any Prohibited Discharge or otherwise illegal discharge.

Article 9. Wastewater Quality

9.01 As a condition of receiving and continuing to receive Wastewater treatment services under this Contract, Customer agrees that, prior to connecting to any Approved Connection Point, it shall enact and enforce such ordinances, rules, orders or other lawful means of enabling Customer to enforce within its jurisdiction regulations governing Industrial Waste which are at least as stringent as the

Wastewater-related provisions of Chapter 12 of the Anna Code and any amendments thereto, and any applicable state or federal regulations relating to discharged substances; (2) Prohibited Discharge; (3) Pretreatment Requirements; (4) industrial discharge permitting systems; and (5) industrial self-monitoring reports. The operation of Customer's System shall in all respects comply with federal and state laws applicable generally to Publicly Owned Treatment Works and with all terms and conditions contained in any permit issued by a federal or state authority regarding Customer's System.

9.02 Article 12.04 and Article 12.06 of the Anna Code are incorporated into this Contract as if fully set forth herein. Anna shall endeavor to provide Customer with a copy of any proposed amendments to those provisions at least sixty days prior to the presentation of such amendments to the Anna City Council, if reasonably possible, during which time Customer shall have an opportunity to review such amendments and provide written comments to Anna. On or before the effective date of any such amendments, Customer

shall adopt appropriate conforming ordinances, rules, orders or other lawful means of enabling Customer to enforce within its jurisdiction the provisions of Anna Code Article 12.04 and Article 12.06.

9.03 Customer agrees that the quality of the Wastewater discharged into the Customer System shall be equal to or better than the quality standards established by the Anna City Code of Ordinances, including amendments thereto, or any applicable state or federal law or regulation or permit requirements applicable now or in the future to Anna's System, whichever quality standards are more stringent. **Customer shall to the extent allowed by law indemnify, defend and hold Anna harmless to the extent Customer's failure to ensure the quality of Wastewater discharged into Customer's System falls below these quality standards or otherwise causes the Anna System to be in noncompliance with any federal, state or local statutes, rules, regulations or permit requirements.** If Customer's System causes the Anna System to be in noncompliance, Customer further agrees to assume responsibility for any repairs, remediation, or other actions necessary to bring the Anna System back into compliance. Customer agrees that, prior to connecting to the any Approved Connection Point, Customer shall secure a general liability insurance policy acceptable to and approved, in writing, by Anna. This insurance policy must be in the amount of at least \$5 million and shall cover any costs necessary to bring Anna back into compliance, including payment of any fines, penalties, surcharges or other fees imposed by any state or federal regulatory agency, statute, law, or regulation, should Customer fail to maintain the requisite Wastewater quality standards.

9.04 Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Anna System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require Significant Industrial Users, at a minimum, to abate and not discharge any of the prohibited substances described in Anna Code Article 12.06 as a condition to discharging Wastewater into the Customer System. The permit application shall contain, as a minimum, the following:

- a. Name and physical address of the Significant Industrial User;
- b. A description of activities, facilities, and plant processes on the premises of the Significant Industrial User, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. The number and type of employees, hours of operation, hours of discharge and proposed or actual hours of operation of the Significant Industrial User;
- d. Each product produced by type, amount, process or processes, and rate of production;

- e. A map of the property showing accurately all sewers and drains;
- f. The site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drainages, and appurtenances by size, location, and elevation, and all points of discharge;
- g. Time and duration of all the discharges;
- h. Any other information as may be deemed necessary by the Director to evaluate the Wastewater discharge permit application; and,
- i. Plans and specifications sealed by a registered professional engineer detailing all pretreatment facilities and processes including without limitation any grease, oil, or sand interceptors and control manholes.

Customer shall provide Anna a copy of these applications promptly upon receipt of same but in no event later than five (5) business days after receipt. Anna may require Customer to deny the application if it determines that the Significant Industrial User is likely to violate any provision of Anna Code Article 12.06.

9.05 Customer shall take all necessary steps to mitigate any odors from Customer's System not attributable to Anna, including but not limited to any odors emitted by air release valves in Customer's System. Customer shall submit plans and specifications for odor control to Anna for approval prior to constructing a Wastewater line. Customer shall thereafter maintain the odor control as approved. Customer may seek Anna's approval to modify the odor control mechanisms as better odor control options become available.

Article 10. Infiltration and Inflow

10.01 Customer agrees that it has an obligation to prevent, to the extent practical, Infiltration and Inflow into Customer's System, and to prevent same, to the extent practical, from entering the Anna System. Customer further agrees that all connections within its jurisdiction which ultimately enter into the Anna System will be constructed in accordance with specifications and standards at least equal to those of the North Central Texas Council of Governments Public Works Construction Standards North Central Texas, Fifth Edition, technical specifications and construction standards. Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter Customer's System, in order to prevent such drainage from ultimately being deposited into the Anna System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drains or other Inflow, Infiltration or other non-Wastewater source of Flow into Customer's System.

10.02 Customer agrees that no discount, deduction, allowance or offset shall be provided for any Inflow or Infiltration into Customer's System, regardless of the source or cause of such Inflow or Infiltration. Customer stipulates that the provisions of this Article may not be waived for any cause, including but not limited to (a) the actions of any third Party that cause or contribute to Inflow or Infiltration; (b) any unusual weather patterns, including any significant changes in rainfall or temperatures; (c) any Acts of God, or (d) any force majeure of any nature whatsoever that causes, contributes to, or otherwise allows Infiltration or Inflow into the Customer's System.

10.03 Customer agrees that, for the purposes of metering, calculating and billing, all Flow, of whatever kind and from whatever source, including any Infiltration, Inflow, Liquid Waste, and Industrial Wastes, with or without any Suspended Solids, entering the Anna System from Customer's System shall be treated as Wastewater for which a charge will be made to Customer. Customer agrees that all billing calculations will be based on the total Flow without regard to whether the Flow consists wholly of Wastewater, or contains Inflow, Infiltration, Liquid Waste, or Industrial Waste, with or without any Suspended Solids.

Article 11. Sludge Disposal

11.01 Customer recognizes the importance of processing and disposing of sludge in a timely and proper manner. Customer will cooperate with Anna in any environmentally sound sludge processing and disposal program meeting federal and state standards within the area served by Customer.

Article 12. Waste haulers

12.01 Customer shall not introduce nor cause, suffer or permit to be introduced, and shall prohibit the introduction of, Liquid Waste into the Customer System by liquid waste haulers, either directly or indirectly.

Article 13. Reports and Records

13.01 Customer shall provide to Anna the following data on a quarterly basis:

- a. The actual number of Customer's accounts discharging directly or indirectly into the Anna System or Customer System within its service area;

- b. A classification of domestic and nondomestic accounts within Customer's service area by number and percentage of accounts discharging directly or indirectly into the Customer System; and
- c. Additional data which may assist Anna in developing methodology for cost-of-service studies, planning studies for analyzing federal grants, and system access fees; provided, however, that Anna shall not request data that will require Customer to incur unreasonable expenses in providing such data or the production of confidential information.

Article 14. Notices

14.01 Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either Party to the other Party must be in writing and mailed certified U.S. mail, return receipt requested to:

City of Anna: City of Anna
 Attn: City Manager
 120 W. 7th Street
 Anna, Texas 75409

With a copy to: Wolfe, Tidwell & McCoy, LLP
 Attn: Clark McCoy
 2591 Dallas Parkway, Suite 300
 Frisco, Texas 75034

Customer: Town of Weston
 Attn: Mayor
 P.O. Box 248
 Weston, Texas 75097

With copy to: Abernathy, Roeder, Boyd & Hullett, PC
 Attn: Richard Abernathy
 1700 N. Redbud Blvd., Ste. 300
 McKinney, Texas 75069-1210

Each party shall provide written notification to the other of any change in address.

Article 15. Inspection and Audit of Records

15.01 Complete records and accounts directly or indirectly related to the subject matter of this Contract shall be maintained by each Party for a minimum period of five years or such longer period of time as may be required by applicable law. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts directly or indirectly related to the subject matter of this Contract during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

Article 16. Consent

16.01 Whenever, under the terms of this Contract, Anna is permitted to give its written consent or approval, Anna, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld. Anna's consent must be provided in writing and from a person authorized to act on Anna's behalf.

Article 17. Breach of Contract/Remedies

17.01 Any material breach of the duties or the obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provisions hereof shall be subject to the remedies provided by law, including but not limited to termination. The non-breaching Party shall provide the breaching Party ninety days written notice of its intention to terminate this Contract if the breaching Party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching Party, and fails or refuses to cure the breach, then Anna shall have the right, with three years advance written additional notice to Customer and without any liability whatsoever on the part of Anna, to declare this Contract terminated at the end of such three year period. In the event of termination of this Contract, all rights, powers, and privileges of Customer shall cease and terminate and Customer shall make no claim of any kind whatsoever against Anna, its agents or representatives, by reason of such termination or any act incident thereto. In the event Anna gives notice of termination, and Customer subsequently cures the material breach, Anna may, in its sole discretion, withdraw the termination notice. In any event, the non-breaching Party shall advise the alleged breaching Party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

- a. Customer's failure to adopt and enforce policies or standards necessary to enforce any applicable Anna ordinances, or any applicable state or federal laws or regulations;
- b. Customer's failure to pay any bill, charge or fee as provided for in this Contract;
- c. Customer's making any connection to the Anna System at any point except as provided in Section 2.03;
- d. Customer's failure to provide Anna ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;
- e. Customer's failure to provide Anna rights-of-way as required herein;
- f. Customer's failure to permit any sampling of Wastewater as provided for herein;
- g. Customer's failure to disconnect Customer's Industrial Users pursuant to Section 8.04;
- h. Customer's failure to abide by Significant Industrial User requirements outlined in Article 8;
- i. Customer's failure to maintain the quality of discharge required by Article 9;
- j. Customer's failure to comply with Article 19 of this Contract; or
- k. Anna's failure to timely provide the necessary Wastewater service to serve the Customer in a volume of Flow not to exceed the Customer Annual Amount of Flow.

17.02 Failure to provide notice of breach is not waiver - Anna. Anna's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after Customer's material breach, default or failure is not a waiver by Anna of any rights relative to any subsequent material breach, default or failure.

17.03 Failure to provide notice of breach is not waiver - Customer. Customer's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after City's breach, default or failure is not a waiver by Customer of any rights relative to any subsequent material breach, default or failure.

17.04 If a Party is in default under this Contract, then the non-defaulting Party shall, whether or not the termination provisions of this Article 17 have been invoked, be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages; and termination as provided in Section 17.01.

17.05 Each Party hereto acknowledges that this Contract is for the providing of goods and services to the other Party and, pursuant to Section 271.151, Texas Local Government Code, each has waived its immunity from suit solely for the purpose of the other Party enforcing the express terms, conditions, and obligations of this Contract.

Article 18. Ownership and Liability

18.01 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities. Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Anna System.

18.02 Liability for damages arising out of the transportation, delivery, reception, treatment, and disposal of all Wastewater discharged into the Anna System shall remain with the Customer, together with title and ownership thereto, until such Wastewater passes through the Approved Connection Point(s), at which time title, ownership and liability for such damage shall pass to Anna, save and except that title to any Prohibited Discharge and any liability therefor shall not pass to Anna unless such Prohibited Discharge originated in the Anna System. Any effluent produced by and discharged by Anna from any treatment plants owned or operated by Anna shall be owned by Anna, regardless of originating source of Wastewater.

18.03 Contracts made and entered into by either Customer or Anna for the construction, reconstruction or repair of any Delivery Facility shall include the requirements that the independent contractor must provide adequate insurance protecting both the Customer and Anna as insureds. Such contracts must also provide that the independent contractor covenant to indemnify, hold harmless and defend both the Customer and Anna against any and all suits or claims for damages of any nature arising out of the performance of such contracts, and include any other provisions required by federal, state, or local laws or regulations.

Article 19. Compliance with Permit Conditions

19.01 Customer acknowledges that Anna is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all such permit conditions in any way relating to the System and the discharge into the System. **Customer agrees that in the event a fine is assessed against Anna for any violation of any permit condition, and the violation is the result of any act of omission or commission by Customer, the amount of the fine will be assessed to Customer and Customer shall pay to Anna the amount of such fine.** If such fine is not attributable to a specific customer, such fine shall be considered a System Cost and allocable to the Customer in accordance with the provisions of this Contract.

Article 20. Term of Contract

20.01 This Contract shall continue in force and effect for a period of twenty (20) years from the Effective Date hereof and shall be subsequently extended automatically for additional ten-year terms until terminated by either Party in accordance with the terms hereof. A Party wishing to terminate this Contract pursuant to this Article 20 must give the other Party no less than three (3) years advance written notice of its intent to terminate at the end of the current term.

20.02 The provisions of this Article 20 shall not apply to a Party seeking to terminate this Contract for cause as set forth in Article 17, or timely exercising the right to terminate set forth in Section 24.04 of this Contract.

Article 21. Force Majeure

21.01 No Party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either Party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the Parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight the Party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either Party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to enable fulfillment of its obligations under this Contract.

21.02 As noted in Article 10 of this Contract, this Force Majeure provision shall not be applicable to any claims by Customer regarding Inflow or Infiltration.

21.03 In the event the proper operation of the Anna System, as a result of the circumstances described in Section 21.01, requires Anna to temporarily interrupt all or part of the services to Customer, Customer shall not recover any damages from Anna arising from or related to the temporary interruption of services, including, but not limited to, any direct or consequential damages.

Article 22. Effective Date

22.01 This Contract, together with all terms and conditions and covenants, shall take full force and effect on date stated in the first paragraph of this Agreement.

Article 23 Miscellaneous

23.01 This Contract is subject to all applicable federal and state laws and any applicable permit requirements, ordinances, or amendments adopted pursuant to Article 9, and all applicable rules, orders, and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction, or of any right to appeal any decision or ruling by same.

23.02 Customer agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

23.03 In each instance herein where reference is made to a federal or state regulation or statute or to the Anna City Code of Ordinances, it is the intention of the Parties that, at any given time, the then current federal or state regulation or statute or Anna ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Anna, new standards shall be adopted that are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

23.04 Anna shall comply with all federal, state and local government requirements necessary to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Anna in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

23.05 All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23.06 Section or article headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section or article. Such

headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

23.07 This Contract constitutes the sole and only agreement between Customer and Anna and supersedes any prior understanding or oral or written agreements between Customer and Anna with respect to the subject matter of this Contract.

23.08 This Contract shall inure only to the benefit of the Parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each Party hereto shall be solely responsible for the fulfillment of its customer's contracts or commitments, and Anna shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

23.09 Customer shall neither assign any of the rights or obligations of this Contract nor contract with individual or entity located outside Customer's boundaries to connect to Customer's System without Anna's prior written approval.

23.10 Each Party shall provide the other Party with a copy of the minute action, order, ordinance or resolution authorizing the execution of this Contract.

23.11 The interpretation, performance, and enforcement and validity of this Contract are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Collin County, Texas.

23.12 No amendment of this Contract shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the Parties, respectively, which amendment shall incorporate this Contract in every particular not otherwise changed by the amendment.

23.13 If any provision of this Contract is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Contract shall not be affected and this Contract shall be construed as if such invalid, illegal and/or unenforceable provision had never been contained herein.

23.14 By execution of this Contract, neither Customer or Anna waives or surrenders any of their governmental powers, immunities, or rights except as expressly set forth in this Contract. Nothing in this Contract shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Contract is intended to delegate or impair the performance by either Party of its governmental functions.

23.15 This Contract may be executed in multiple originals, each of equal dignity.

Article 24. Step Dispute Resolution

24.01 Disputes other than Rate or Fee disputes. In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't. Code, the Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Contract, the Parties will first attempt to resolve the dispute by taking the following steps: (1) a written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than five days after receipt of the notice of dispute; (2) if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute; and (3) if those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute. Any suit filed prior to performing these steps shall be abated pending completion of this step process. This Section shall not apply to any disputes regarding rates or fees Anna charges Customer.

24.02 Rate or Fee Disputes. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any surcharges Anna may assess) under this Contract, Customer shall first attempt to resolve the dispute by taking the following steps:

- a. Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to Anna;
- b. Anna shall respond to the dispute notification in writing within ten business days after receipt of the notice of dispute;
- c. if Customer does not believe Anna's response reasonably resolves the dispute, Customer may, within ten business days after receipt of Anna's response, request, in writing, that the Anna City Council consider the rate or fee dispute; and
- d. Anna shall, within ten business days of receipt of Customer's written request that the Anna City Council consider the dispute, place the matter on the Anna City Council agenda for either a regular or special meeting.

24.03 Customer shall appear before and have one hour to present any evidence and arguments it has regarding the rate or fee dispute to the Anna City Council. The Anna City Council shall issue a written final decision regarding the rate or fee dispute within ten

business days after Customer's appearance and said decision shall be final subject to any remedy Customer may have under applicable law. The date on which such written final decision is received by Customer shall be the date of notice of Anna's rate decision.

Article 25. Exhibits

25.01 The following Exhibits are attached to and made a part of this Contract, and are incorporated by reference for any and all purposes wherever reference is made to same:

Exhibit "A" – The legal description of the Property.

Exhibit "B" –The Basin Map, including the location of the initial Approved Connection Points at the time this Contract is executed.

Exhibit "C" – An example of the methodology Anna shall use to calculate the cost of service.

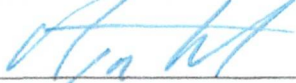
Exhibit "D" – Proposed wastewater flow from the Town of Weston to the City of Anna

Exhibit "E" – Preliminary 5-year rate estimate

Exhibit "F" – Metering and Sampling Facility Information

Executed on this 28th day of January 2025.

CITY OF ANNA



Ryan Henderson
City Manager

Attest



Carrie L. Land, City Secretary

Executed on this 28 day of January 2025.

TOWN OF WESTON

Jerry Randa, Mayor

Attest

Kristina Dean
Kristina Dean, Town Secretary



EXHIBIT A
THE PROPERTY

EXHIBIT B

BASIN MAP, INCLUDING APPROVED CONNECTION POINTS

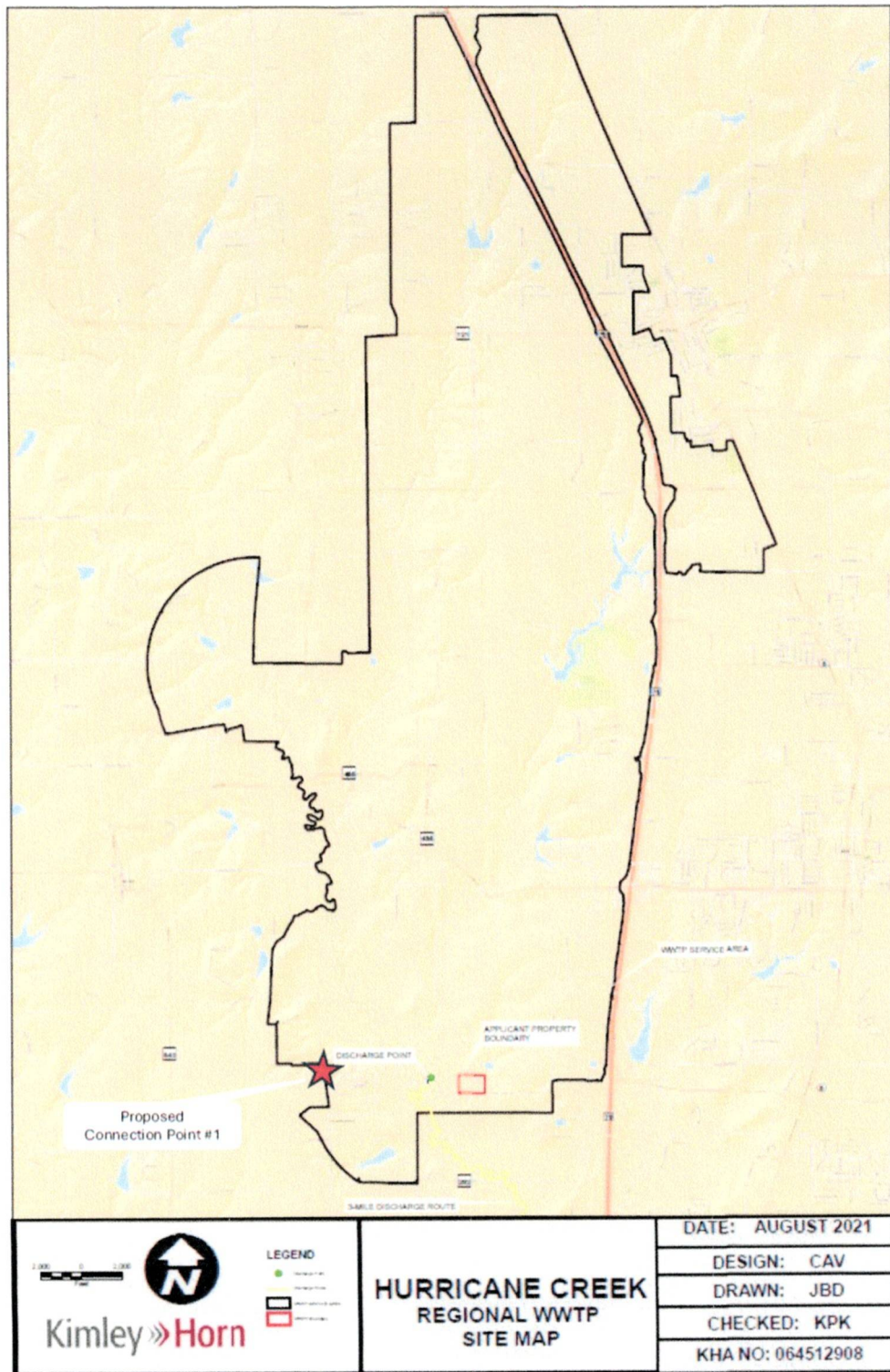


EXHIBIT C

AN EXAMPLE OF THE METHODOLOGY ANNA SHALL USE TO CALCULATE THE COST OF SERVICE

An example of the methodology Anna shall use to calculate the cost of service once the conditions of Section 7.03 are met.

Hurricane Creek Wastewater Treatment Plant O&M						
	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
System Capacity						
Salaries	\$ 22,350.00	\$ 22,350.00	\$ 89,400.00	\$ 247,240.00	\$ 247,240.00	\$ 247,240.00
Salaries - Overtime	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 6,000.00	\$ 10,000.00	\$ 12,000.00
Payroll Taxes	\$ 1,448.00	\$ 1,448.00	\$ 6,132.00	\$ 15,330.00	\$ 15,330.00	\$ 15,330.00
Health Insurance	\$ 4,200.00	\$ 4,200.00	\$ 16,800.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
TMRS Retirement	\$ 3,323.00	\$ 3,323.00	\$ 14,072.00	\$ 35,180.00	\$ 35,180.00	\$ 35,180.00
Unemployment	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Worker's Compensation	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Office Supplies	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Office Supplies - Misc.	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Tools & Equipment	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Clothing Supplies	\$ 700.00	\$ 700.00	\$ 1,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Protective Gear	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Chemicals	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
Vehicle Supplies - Fuel	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Vehicle Supplies - Other	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Maintenance & Repair - Vehicles	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Maintenance & Repair - Equipment	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Maintenance & Repair - Buildings	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Maintenance & Repair - Sewer Plant	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00
Electricity	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Contract Services	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Sludge Removal	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00	\$ 24,000.00
Testing Services	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Dues, Publications, Licensing	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Capital & Operating Expense	\$ 3,600.00	\$ 8,400.00	\$ 16,800.00	\$ 25,200.00	\$ 25,200.00	\$ 25,200.00
Travel/Training Expense	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Interest Expense	\$ 608,858.36	\$ 1,574,040.54	\$ 2,658,088.00	\$ 3,568,288.00	\$ 4,755,263.00	\$ 6,049,263.00
Other Services - Misc.						
Debt Service - Principal	\$ 256,300.00	\$ 704,700.00	\$ 1,270,000.00	\$ 1,838,000.00	\$ 2,575,000.00	\$ 3,380,000.00
Transfers Out						
	\$ 996,579.36	\$ 2,501,461.54	\$ 4,274,492.00	\$ 6,100,638.00	\$ 8,054,613.00	\$ 10,191,613.00

**Note: In FY24-25 and FY25-26, Debt Service Interest & Principal for the construction of the facility is only partially included in the rate calculation. The portions not included are being funded solely by the City of Anna. Additional debt service issuances in FY27-28 thru FY29-30 are required to achieve treatment capacity of 4MGD.*

Hurricane Creek Collection System O&M						
	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Salaries	\$ 22,350.00	\$ 22,350.00	\$ 23,691.00	\$ 25,112.46	\$ 26,619.21	\$ 28,216.36
Salaries - Overtime	\$ 1,000.00	\$ 1,000.00	\$ 1,060.00	\$ 1,123.60	\$ 1,191.02	\$ 1,262.48
Payroll Taxes	\$ 1,448.00	\$ 1,448.00	\$ 1,534.88	\$ 1,626.97	\$ 1,724.59	\$ 1,828.07
Health Insurance	\$ 4,200.00	\$ 4,200.00	\$ 4,452.00	\$ 4,719.12	\$ 5,002.27	\$ 5,302.40
TMRS Retirement	\$ 3,323.00	\$ 3,323.00	\$ 3,522.38	\$ 3,733.72	\$ 3,957.75	\$ 4,195.21
Unemployment	\$ 1,000.00	\$ 1,000.00	\$ 1,060.00	\$ 1,123.60	\$ 1,191.02	\$ 1,262.48
Worker's Compensation	\$ 1,500.00	\$ 1,500.00	\$ 1,590.00	\$ 1,685.40	\$ 1,786.52	\$ 1,893.72
Office Supplies	\$ -	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24
Office Supplies - Misc.	\$ -	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24
Tools & Equipment	\$ 1,500.00	\$ 3,000.00	\$ 3,180.00	\$ 3,370.80	\$ 3,573.05	\$ 3,787.43
Clothing Supplies	\$ 350.00	\$ 700.00	\$ 742.00	\$ 786.52	\$ 833.71	\$ 883.73
Protective Gear	\$ 250.00	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24
Chemicals	\$ -	\$ 1,000.00	\$ 1,060.00	\$ 1,123.60	\$ 1,191.02	\$ 1,262.48
Vehicle Supplies - Fuel	\$ 5,000.00	\$ 5,000.00	\$ 5,300.00	\$ 5,618.00	\$ 5,955.08	\$ 6,312.38
Vehicle Supplies - Other	\$ 1,400.00	\$ 1,400.00	\$ 1,484.00	\$ 1,573.04	\$ 1,667.42	\$ 1,767.47
Maintenance & Repair - Vehicles	\$ 1,400.00	\$ 1,400.00	\$ 1,484.00	\$ 1,573.04	\$ 1,667.42	\$ 1,767.47
Maintenance & Repair - Equipment	\$ 5,000.00	\$ 10,000.00	\$ 10,600.00	\$ 11,236.00	\$ 11,910.16	\$ 12,624.77
Maintenance & Repair - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance & Repair - Sewer Collection	\$ -	\$ 7,500.00	\$ 8,250.00	\$ 9,075.00	\$ 9,982.50	\$ 10,980.75
Electricity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services	\$ 5,000.00	\$ 20,000.00	\$ 21,200.00	\$ 22,472.00	\$ 23,820.32	\$ 25,249.54
Sludge Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Testing Services	\$ 4,000.00	\$ 10,000.00	\$ 10,600.00	\$ 11,236.00	\$ 11,910.16	\$ 12,624.77
Dues, Publications, Licensing	\$ 1,500.00	\$ 3,000.00	\$ 3,180.00	\$ 3,370.80	\$ 3,573.05	\$ 3,787.43
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital & Operating Expense	\$ 3,600.00	\$ 8,400.00	\$ 8,904.00	\$ 9,438.24	\$ 10,004.53	\$ 10,604.81
Travel/Training Expense	\$ 500.00	\$ 1,000.00	\$ 1,060.00	\$ 1,123.60	\$ 1,191.02	\$ 1,262.48
Interest Expense						
Other Services - Misc.						
Debt Service - Principal						
Transfers Out						
	\$ 64,321.00	\$ 108,721.00	\$ 115,544.26	\$ 122,806.92	\$ 130,538.33	\$ 138,769.93
Cost per LF	\$ 2.05	\$ 3.46	\$ 3.68	\$ 3.91	\$ 4.16	\$ 4.42

Anna Cost	\$ 26,902.84	\$ 45,473.54	\$ 48,327.43	\$ 51,365.10	\$ 54,598.83	\$ 58,041.78
Weston Cost	\$ 3,345.78	\$ 5,655.34	\$ 6,010.26	\$ 6,388.05	\$ 6,790.21	\$ 7,218.39
Van Alostyne Cost	\$ 34,072.38	\$ 57,592.12	\$ 61,206.57	\$ 65,053.77	\$ 69,149.29	\$ 73,509.76

Base Rate Calculation (estimate)										
Fiscal Year	WWTP ADF (MGD)	WWTP Capacity	WWTP Expenses	Sewer Collection Expenses	Total O&M Expenses for Hurricane Creek Basin	Weston Flow (MGD)	Weston Sewer Transport Length in Hurricane Creek Trunk System (LF)	Weston WWTP %	Weston Proportional Trunk Sewer O&M Cost	Weston Rate* (\$/1000gal)
FY24-25	0.5	0.5	\$ 996,579.36	\$ 64,321.00	\$ 1,060,900.36	0.05	4000	10%	\$ 3,345.78	\$ 6.49
FY25-26	1.15	1.5	\$ 2,501,461.54	\$ 108,721.00	\$ 2,610,182.54	0.15	4000	13%	\$ 5,655.34	\$ 6.97
FY26-27	1.82	2.5	\$ 4,274,492.00	\$ 115,544.26	\$ 4,390,036.26	0.32	4000	18%	\$ 6,010.26	\$ 7.46
FY27-28	2.44	2.5	\$ 6,100,638.00	\$ 122,806.92	\$ 6,223,444.92	0.44	4000	18%	\$ 6,388.05	\$ 7.92
FY28-29	3.06	4	\$ 8,054,613.00	\$ 130,538.33	\$ 8,185,151.33	0.56	4000	18%	\$ 6,790.21	\$ 8.33
FY29-30	3.69	4	\$ 10,191,613.00	\$ 138,769.93	\$ 10,330,382.93	0.69	4000	19%	\$ 7,218.39	\$ 8.74

*Note: rates are an estimate based on calculated cost of service. Rates are subject to change on an annual basis due to changing costs and/or changes in flow rates

**Note: A 15% surcharge is included in the base rate for all customers to cover additional service costs, including contract management, financial management, utility billing, and financial consultant costs.*

EXHIBIT D

PROPOSED ANNUAL WASTEWATER FLOW FROM TOWN OF WESTON TO CITY OF ANNA

ANTICIPATED FLOW TO ANNA INTERCEPTOR SYSTEM					
Population Projections Likely Development Other Than Megatel Projects					
City of Weston					
Jul-24					
Year		Assumes 100 GPCD			
	Equivalent Houses per Year	Average Day Flow, GPD ⁽²⁾	Cumulative Flow Average Day, GPD ⁽²⁾	Cumulative Flow Average Day, MGD ⁽²⁾	Cumulative Peak Day Flow, MGD
2023	0	0	0		
2024	0	0	0		
2025	150	45,000	45,000	0.05	0.18
2026	900	270,000	315,000	0.32	1.26
2027	400	120,000	435,000	0.44	1.74
2028	400	120,000	555,000	0.56	2.22
2029	450	135,000	690,000	0.69	2.76
2030	500	150,000	840,000	0.84	3.36
2031	500	150,000	990,000	0.99	3.96
2032	500	150,000	1,140,000	1.14	4.56
2033	500	150,000	1,290,000	1.29	5.16
2034	500	150,000	1,440,000	1.44	5.76
2035	500	150,000	1,590,000	1.59	6.36
2036	500	150,000	1,740,000	1.74	6.96
2037	500	150,000	1,890,000	1.89	7.56
2038	250	75,000	1,965,000	1.97	7.86
2039	250	75,000	2,040,000	2.04	8.16
2040	250	75,000	2,115,000	2.12	8.46
Total Equivalent Houses	7,050				

(1) Equivalent single family household flow.

(2) 3 persons per house and 100 GPCD.

(3) Peaking Day factor of 4.

EXHIBIT E

Preliminary 5-year Rate Estimate

Fiscal Year	Base Rate Calculation (estimate)										Weston Rate* (\$/100gal)
	WWTP ADF (MGD)	WWTP Capacity	WWTP Expenses	Sewer Collection Expenses	Total O&M Expenses for Hurricane Creek Basin	Weston Flow (MGD)	Weston Sewer Transport Length in Hurricane Creek Trunk System (LF)	Weston WWTP %	Weston Proportional Trunk Sewer O&M Cost		
FY24-25	0.5	0.5	\$ 966,579.36	\$ 64,321.00	\$ 1,060,900.36	0.05	4000	10%	\$ 3,345.78	\$ 6.49	
FY25-26	1.15	1.5	\$ 2,501,461.54	\$ 108,721.00	\$ 2,610,182.54	0.15	4000	13%	\$ 5,655.34	\$ 6.97	
FY26-27	1.82	2.5	\$ 4,274,492.00	\$ 115,544.26	\$ 4,390,036.26	0.32	4000	18%	\$ 6,010.26	\$ 7.46	
FY27-28	2.44	2.5	\$ 6,100,638.00	\$ 122,806.92	\$ 6,223,444.92	0.44	4000	18%	\$ 6,388.05	\$ 7.92	
FY28-29	3.06	4	\$ 8,054,613.00	\$ 130,538.33	\$ 8,185,151.33	0.56	4000	18%	\$ 6,790.21	\$ 8.33	
FY29-30	3.69	4	\$ 10,191,613.00	\$ 138,769.93	\$ 10,330,382.93	0.69	4000	19%	\$ 7,218.39	\$ 8.74	

*Weston rates are an estimate based on calculated cost of service. Rates are subject to change on an annual basis due to changing costs and/or changes in flow rates

*Note: rates are an estimate based on calculated cost of service. Rates are subject to change on an annual basis due to changing costs and/or changes in flow rates

EXHIBIT F

Metering and Sampling Facility Information

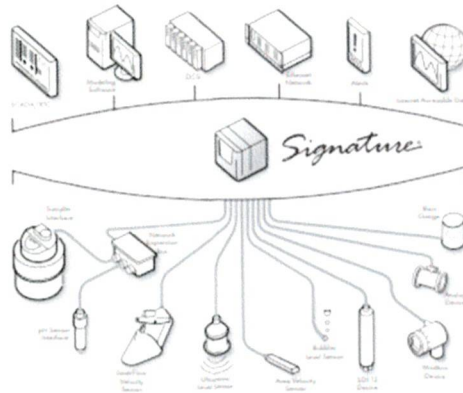
Signature[®] Flowmeter

The Signature flowmeter is designed for open channel flow monitoring applications. It supports flow measurement technologies including bubbler, non-contact laser area velocity, submerged Doppler ultrasonic area velocity, and ultrasonic.

A highly flexible monitoring platform, adapting right along with your current need and any future changes in your monitoring requirements.

The meter can calculate flow using standard open channel level-to-flow and area velocity conversions, as well as user defined equations, level to area data points, or level to flow data points, depending on the application needed.

The Signature flowmeter has unique features to verify data integrity. It logs key events such as changes in calibration and power outages to validate data accuracy. Data can be easily reviewed to detect any type of data alteration. With multiple smart interface options and multi-parameter logging (such as pH), the Signature flowmeter provides a common platform for control, action, reporting, and communication.



Signature[®]

Applications:

- Industrial pretreatment compliance
- Shallow flow measurement in large and small pipes
- Permit enforcement
- Wastewater treatment plants
- Outfall
- Stormwater monitoring
- Hazardous Location Monitoring

Standard Features

- Multiple parameter data logging
- Program and summary reports
- Triggering, sampler enabling
- Compatibility with Flowlink[®] software
- Load calculation
- Add, subtract average multiple inputs



Data Collection

Flowlink® Data Analysis

Teledyne ISCO Flowlink® software is a powerful tool for analyzing flow and water quality data. It provides site setup and data retrieval/analysis, as well as advanced reporting and graphing. Flowlink software also gives you the ability to generate site data graphing and reports.

Remote Communication

Remote communication options allow meter configuration and data/report retrieval from remote locations. They also enable the transfer of data to a dedicated server running Flowlink Pro software.

USB Connectivity

With a USB flash drive attached, you can quickly update firmware in the Signature flowmeter and connected TIE Net® devices, and download data files for use with Flowlink software. In addition, the USB port provides direct serial connection with a computer running Flowlink software.

Data Integrity

Data Integrity is ensured by logging event data types that can be verified, thereby producing confidence with verifiable data including: Summary, Diagnostic, Program, History and Verify Report files.

Signature Flow Meter

Size (HxWxD):	8.88 x 12.22 x 8.22 in (with mounting bracket) 16.74 x 13.58 x 10.48 in (with stand)
Materials:	PPD Polyphenylene Oxide
Enclosure:	IP66 (self-certified)
Power Required:	100 to 240 VAC 50/60 Hz 10–28.5 VDC nominal, 36 VDC max (current consumption varies depending upon configuration)
Cable Entry:	Standard: 3/4" NPT conduit Optional: 3/4" NPT cord grips
Flow Measurement Technologies:	Ultrasonic (TIE Net 310 Ex) Bubbler (TIE Net 330) Area Velocity (TIE Net 350 Ex, 360, 360 Ex)
Inputs:	Two SDI-12; Two MODBUS ASCII/RTU; pH Measurement (TIE Net 301) Analog In (TIE Net 307); Rain In
Setup:	Front Panel Keypad-Flowlink Software with serial USB, remote cellular, or Ethernet
Flow Conversions:	Area Velocity, Weir, Flume, British Flume, Metering Insert, Manning Formula, Equation, Level to Flow Data, Points, Level to Area Data Points
Data Storage:	Non-volatile flash; retains stored data during program updates. Capacity: 8M Interval: 15 or 30 seconds, 1, 2, 5, 15, or 30 minutes, or 1, 2, 4, 12, or 24 hours Capacity: 180 days with 5 parameters logged at 1 minute intervals; reports once per day
Data Retrieval:	USB drive; Flowlink Software—with serial USB, remote cellular, or Ethernet
Outputs:	MODBUS ASCII/RTU; Analog (TIE Net 308); Contact Output (TIE Net 304); SMS Alarm
Sampler Interface:	TIE Net 306

Input Options

- Multiple simultaneous flow technologies
- pH and temperature
- SDI-12
- RS-485 Modbus
- Rain gauge
- Analog (optional TIE Net® 307 card)

Output Options

- RS-485 Modbus
- Analog (optional TIE Net® 308 card)
- Contact (optional TIE Net® 304 card)

Available Measurement Technologies

- Bubbler and Ultrasonic
- Non-Contact Laser Velocity
- Continuous Wave Area Velocity

Hazardous Location Technologies

- TIE Net Barrier
- TIE Net 310 Ex Ultrasonic Sensor
- TIE Net 350 Ex Area Velocity Sensor
- TIE Net 360 LaserFlow Ex Sensor

Teledyne ISCO

P.O. Box 82531, Lincoln, Nebraska, 68501 USA
Toll-free: (800) 228-4373 • Phone: (402) 464-0231 • Fax: (402) 465-3091

teledyneisco.com



Teledyne ISCO is continuously improving its products and reserves the right to change product specifications, replacement parts, schematics, and instructions without notice.



L-2151 Rev 4.0
03/22




YOU GET

- Simple, Comprehensive Discharge Monitoring Solution**
- Cost Effective and Easy** with Simple Programming and Interchangeable Sensors
- Low Cost of System Integration** with Multiple Input/Output and Communications Options
- Easily Expandable** for Future Changing Needs
- Common Platform** for Data Recording, Reporting, and Communicating for Multiple Parameters
- Preventive Maintenance** Alerts and Detail Diagnostics
- Easy Data Retrieval**
- Certified to MCERTS**

CONFIGURABLE

The Teledyne ISCO Environmental Network - TiENet™ - is a key to the Signature Flowmeter's flexibility. The Signature supports multiple TiENet devices* to monitor one or more channels with multiple redundant or alternate technologies, without hardware or firmware changes in the meter. This network's intelligent design minimizes cabling and conduit costs through the use of TiENet expansion boxes, common connectors, and efficient cable configurations.

In addition to TiENet devices, the Signature also accepts Rain Gauge SDX-12, and Modbus ASCII/RTU inputs.

SIMPLIFIED PLANT INTEGRATION

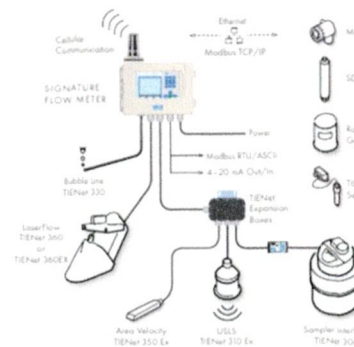
Signature records and reports data, generates reports and will take action when certain pre-programmed criteria are met. Signature Flowmeter accepts a wide array of inputs and converts to an industry standard output. Signature is an ideal flowmeter for monitoring and compliance.

INTELLIGENT

The Signature responds intelligently to multiple concurrent inputs, with pre-programmed actions.

Actions

- Triggers and paces an automatic water sampler based on site conditions, with the optional TiENet 305 Sampler Interface.
- Log or push data at more frequent intervals during critical events to capture higher resolution data, returning to the primary rate during normal operating conditions.
- Switch from one flow measurement technology to another based on site conditions.
- Send alarm notifications via SMS text messaging or email.



* Response and speed will vary depending on the type and number of TiENet devices connected to the Signature. Have us show your representative to ensure the optimal configuration for your application.

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Flow Technologies

Designed to work with every flow measurement technology, the Signature has the flexibility to seamlessly incorporate all technologies and equipment into data that is easily understandable and immediately actionable.

No need to buy several flow monitors, Signature Flowmeter can handle it.



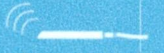
LASERFLOW™ VELOCITY SENSOR

The Laserflow and Laserflow Ex™ sensor uses a laser to record the average velocity of water. Laserflow is mounted above the flow stream and directs the depth using an ultrasonic sensor. The sensor places the laser at the proper depth, which takes 3,000 velocity readings across the surface of the flow over several second periods. The resulting Doppler shift produced by bubbles and solids flowing in the water determines the velocity of the flow.



NON-CONTACT ULTRASONIC

With the TiENet 310 Ex™ Ultrasonic Sensor, Signature, mounted above the flow stream, non-intrusive sound pulses are reflected off the liquid surface. The elapsed time between transmitted and reflected signals determines liquid level. Flow rate is then calculated using one of the water's built-in flow conversions, or a user-defined level-to-flow relationship.



CONTINUOUS-WAVE DOPPLER

The TiENet 350 Ex™ Area Velocity Sensor continuously transmits an ultrasonic signal into the flow stream. The signals are returned off bubbles and solids and return to the sensor with a frequency shift. Doppler effect which is proportional to velocity, is determined precisely. Variations in the sensor's return signal are then used to determine the velocity of the flow. Flow rate is then calculated by multiplying the velocity of the flow stream by its average velocity.



BUBBLER MODULE

Teledyne ISCO's TiENet 320 Bubbler Module technology is ideal for flow streams affected by floaters, debris, or turbulent channels. The depth of flow is determined by measuring the pressure created in a bubble line and the time and rate of flow is calculated by measuring one of the water's built-in flow conversions, or a user-defined level-to-flow relationship.

* Certified for hazardous areas - classified as Class I, Div 1, Zone 0 and ATEX category TG.

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Signature Flow Measurement Technology Guide

Suitability for Different Applications	310 Ultrasonic	320 Bubbler	350 Area Velocity	Laserflow
Wells and Tunnels	Excellent	Excellent	Excellent	Very Good
Channels less than 8 in. (203mm)	Good	Excellent	Good	Good
Small round pipes 8 in. x 16 in. (203 to 406mm)	Good	Excellent	Good	Excellent
Medium round pipes 18 in. x 15 in. (457 to 375mm)	Good	Excellent	Excellent	Excellent
Large round pipes 18 in. x 36 in. (457 to 914mm) and irregular channels and small streams	Excellent	Excellent	Excellent	Excellent
Rivers and large streams	Excellent	Excellent	Good	Excellent
Chemical Compatibility of Sensor				
Digestive Solvents	Compatible	Compatible	Compatible	Compatible
Organic Acids	Compatible	Compatible	Compatible	Compatible
Acetals	Compatible	Compatible	Compatible	Compatible
Alkalis	Compatible	Compatible	Compatible	Compatible
Inorganic Acids	Compatible	Compatible	Compatible	Compatible
Inorganic Bases	Compatible	Compatible	Compatible	Compatible
Inorganic salts	Compatible	Compatible	Compatible	Compatible
Performance Under Adverse Conditions				
Strong wind	Not recommended	Excellent	Excellent	Not recommended
An temperature fluctuations	Good	Very good	Excellent	Good
Slurries above liquid	Not recommended	Excellent	Excellent	Not recommended
Foam on liquid	Not recommended	Excellent	Excellent	Not recommended
Flow stream turbulence	Not recommended	Excellent	Excellent	Not recommended
Flowing debris	Not recommended	Excellent	Excellent	Good
Flowing oil or grease	Not recommended	Excellent	Excellent	Good
Suspended solids	Excellent	Good	Very good	Excellent
Suspended grease	Excellent	Good	Very good	Excellent
Silt/sediment	Very good	Excellent	Good	Very good
Exposure to temperature fluctuations	Not recommended	Not recommended	Excellent	Excellent
Submerged flow	Not recommended	Not recommended	Excellent	Excellent
Full pipe flow	Not recommended	Not recommended	Excellent	Excellent
Uncharged flow	Not recommended	Not recommended	Excellent	Excellent
Reverse flow	Not recommended	Not recommended	Excellent	Excellent
Maintenance Requirements Caused by Adverse Conditions				
Silt/sediment	None	Occasional	Occasional	None
Accumulated solids	None	Occasional	Occasional	None
High ambient contamination	None	Occasional	Occasional	None

- Use with caution on small fixtures.
- Take care not to obstruct glass plate for mounting sensor.
- Large air temperature fluctuations will affect accuracy.
- Conditions that limit access to the water level may adversely affect measurement.
- Non-free flow conditions may require programming adjustments.

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