

820108

WHOLESALE TREATED WATER CONTRACT

THE STATE OF TEXAS)
COUNTY OF DALLAS)

THIS Contract made and entered into this the 6th day of January, 1982, by and between the City of Dallas, Texas, hereinafter called Dallas, and the City of Addison, Texas, hereinafter called Customer.

WHEREAS, Customer is desirous of purchasing water from Dallas, and Dallas desires to make provisions for the delivery and sale of water to Customer as set forth herein under the terms and conditions herein stated; and

WHEREAS, both Dallas and Customer from time to time have need to request the other to furnish water and/or wastewater service to each other's customers along common boundary lines wherein only one city has facilities available;

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

W I T N E S S E T H:

1.0 WATER SALES:

1.1 Dallas agrees to deliver to Customer potable water in accordance with the specifications and restrictions in Section 3.0 hereof. Dallas agrees to provide potable water to meet volume and demand requirements of Customer as provided herein.

1.2 Delivery of potable water to meet the requirements of Customer is subject to and limited by available system supply and system

deliverability, as determined by the Director of Water Utilities of Dallas. Such delivery shall not be unreasonably withheld.

2.0 DEMAND; CHANGES IN DEMAND:

2.1 "Demand" means the maximum rate of flow mutually established by Customer and Dallas that may be taken by Customer within a water year.

2.2 "Water year" means the year beginning June 1 and ending May 31.

2.3 If Dallas fails to make available the currently established demand for seven or more consecutive days the demand charge for such days shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge divided by 365 times the number of days of reduced flow.

2.4 If Dallas fails to make available the currently established demand for 30 or more consecutive days the demand charge for that water year shall be calculated by using the maximum rate of delivery for such days times the current annual demand charge.

2.5 Customer shall give reasonable notice to Dallas of anticipated changes in demand requirements. Such notice shall be given at least 6 months in advance if the requested change, when considered with other pending or contemporaneous requests, does not require construction of additional facilities. The Director of Water Utilities of Dallas may waive the 6 month notice requirement for good cause shown. If construction of additional facilities is required, such advance notice as will be necessary to allow for financing, design and construction of the needed facilities shall be given.

2.6 Customer agrees to pay the total annual demand charge for any increase in the agreed upon maximum demand during a water year; and for each water year to pay annual demand charges based on (1) the current water year demand or (2) the highest demand established during the five water years preceding, whichever is greater.

2.7 Customer agrees that Dallas' capability to provide increases in demand or volume is subject to available supply and deliverability, as determined by the Director of Water Utilities of Dallas.

3.0 DELIVERY POINT, ACCESS, ETC.:

3.1 Dallas agrees to deliver water contracted for by Customer at delivery point(s) as delineated in Exhibit B attached hereto and at such additional points as may be mutually agreed upon by both parties. The cost of all delivery facilities, whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for oversizing costs to the extent of the difference between customers required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction and financing of facilities and acquisition of any right-of-way for delivery of the water from the Dallas system to the delivery point(s). Plans shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

We are committed to a ^{higher} ROF amount for 5 years from the date ₃ we make a change.

3.2 Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual construction costs attributable to service of Customer, excluding costs of engineering, design, telemetry equipment, telephone and electric service.

3.3 Customer agrees that after final inspection and acceptance of delivery facilities, Customer will convey title of those facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to delivery facilities by appropriate instrument(s) Dallas shall be responsible for operation and maintenance thereof.

3.4 Customer agrees to provide ingress and egress for Dallas employees and agents to all its premises inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

3.5 Dallas agrees to provide ingress and egress for Customer's employees and agents to all premises inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

3.6 It shall be the duty of either party to this contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so that the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify customer prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Customer requires an independent testing service be used,

Customer shall pay the cost of said testing service if the meter(s) is found to be accurate. If meter(s) is found inaccurate, Dallas shall pay the costs of said testing service.

4.0 BOOKS AND RECORDS:

Dallas agrees that Customer or its agent may have access to the books and records of Dallas Water Utilities at reasonable times. Customer agrees that Dallas or its agent may have access to the books and records of the Customer's Water Utilities at reasonable times.

5.0 ADDITIONAL SURFACE WATER SUPPLIES:

5.1 If Customer develops or acquires additional surface water supplies from any source other than Dallas, resulting in reduced demand from Dallas, then Dallas is released from the obligation to supply the demand amount mutually established under Section 2 hereof. In such event Dallas may adjust its supply obligation to levels commensurate with Customer's reduced demand.

5.2 If within the term of this contract Customer ceases to take water from Dallas because such other surface water supplies have been developed or acquired, Customer shall for five years or the balance of this contract, whichever is less, remain liable for demand charges at the billing level in effect at such cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.



6.0 RESALE:

Customer agrees not to sell water purchased from Dallas to any person or entity outside Customer's corporate boundaries (as may be adjusted from time to time) unless Customer has received prior written approval from the Director of Water Utilities of Dallas. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such water including, but not restricted to, the setting of monetary rates for sale of such water. "Convey" means sell, trade, donate, exchange, transfer title, or contract therefor.

7.0 RATES AND PAYMENT:

7.1 Rates charged Customer, including demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for delivery facilities and metering facilities shall be excluded from the rate base.

7.2 Customer understands that Dallas City Council has the right by ordinance to revise the rates charged, from time to time as needed, to cover all reasonable, actual and expected costs. Any revision of rates shall be pursuant to principles set forth in the Memorandum of Agreement attached hereto. Dallas shall give Customer a minimum of 6 months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer agrees to give Dallas a minimum of 30 days notice of intent to protest rates or any other condition of service.

7.4 Dallas agrees to render a statement of charges monthly. Payment is due upon receipt of statement. Customer agrees to pay promptly. Demand charge shall be billed monthly.

7.5 In the event a meter(s) is discovered malfunctioning, then the amount of water that has passed through the meter will be estimated for each day the meter has not functioned correctly. The last correctly measured monthly consumption will be used as a basis for mutually computing the amount of water delivered to the Customer during the time the meter has not been functioning correctly.

8.0 CURTAILMENT:

8.1 Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer will cooperate by imposing conservation measures upon its sales.

8.2 Dallas is required by federal contract to submit for approval a water conservation plan which incorporates loss reduction measures and demand management practices which insure that the available supply is used in an economically efficient and environmentally sensitive manner. Upon request, Customer will furnish a copy of its conservation plan.

8.3 To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

9.0 RIGHTS-OF-WAY AND STREET USE:

9.1 Customer agrees to furnish any rights-of-way necessary within or without Customer's boundaries for Dallas to make delivery of water as provided in Section 3 hereof, and to convey such right-of-way to Dallas as therein provided.



9.2 Customer agrees that with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for pipeline purposes to provide water to Customer or to other customers without charges or tolls provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

9.3 Dallas agrees that, with prior written approval of Dallas, Customer may use Dallas streets, alleys and public rights-of-way, within Dallas boundaries for pipeline purposes to provide water to Customer without charges or tolls, provided Customer makes necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

10.0 STANDARDS:

10.1 Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

10.2 Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

10.3 Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

11.0 MEMORANDUM OF AGREEMENT:

The Memorandum of Agreement, attached hereto and marked Exhibit A, effective December 17, 1979, and executed by various Customer entities is incorporated herein, as if copied word for word and is made a part of this agreement. Any revision of the Memorandum of Agreement, according to its terms and not in conflict herewith,

Garages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

13.0 SPECIAL PROVISIONS:

Special provisions applicable to this contract are attached hereto and styled Exhibits B, C, and F. These Exhibits are incorporated herein, as if copied word for word. Exhibit B delineates the delivery facilities. Exhibit C contains provisions peculiarly applicable to the contract with Customer. Exhibit F provides conditions under which the contracting parties may provide reciprocal water and/or wastewater services to customers along their common boundaries and conditions under which the parties to this Contract may provide each other with temporary water and/or wastewater services.

14.0 TERM:

This contract shall remain in force and effect for a term of 30 years, from the date of execution of the contract.

Good to 1/6/2012

15.0 VENUE:

The parties herein agree that this contract shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

16.0 NO VERBAL AGREEMENT:

This contract contains all commitments and agreements of the parties hereto and no verbal or written commitments shall have any force or effect if not contained herein.



17.0 APPLICABLE LAWS:

This contract is made subject to all applicable laws of the State of Texas and the United States.

18.0 CONTRACT INTERPRETATION:

In interpreting the various provisions of this contract in a Court of Law, any said court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions of this contract.

19.0 CAPTIONS:

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

20.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

Customer
City of Addison, Texas
Attn: City Manager
P. O. Box 144
Addison, Texas 75001

Dallas
City of Dallas, Texas
Attn: City Manager
City Hall
Dallas, Texas 75201

EXECUTED this the 6th day of January, 1982, by the duly authorized officers of the City of Dallas, and the City of Addison.

ATTEST:

CITY OF DALLAS
CITY MANAGER

Robert S. Sloan
for ROBERT S. SLOAN,
City Secretary

BY *Lee E. Holt*
Assistant City Manager

COUNTERSIGNED:

APPROVED AS TO FORM:
LEE E. HOLT, City Attorney

[Signature]
City Controller

BY *Michael Gray*
Assistant City Attorney

CITY OF ADDISON

ATTEST:

Jacqueline Sharp
City Secretary

BY *Jerry Redding*
Jerry Redding, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney



EXHIBIT A

MEMORANDUM OF AGREEMENT

1. Purpose: The purpose of this agreement is to settle current rate disputes, and to provide a basis for determining rates in the future.
2. Water System Policy: Dallas operates a water system to provide safe and reliable water supply, adequate for the current water use and future growth of Dallas and customer cities, and to avoid any substantial subsidization of any class of customers by any other class of customers.
3. Responsibilities:
 - a. Dallas is responsible for planning, financing, constructing and operating the water supply system to the extent permitted by available water revenues, for developing cost of service information to support rate changes, and for informing customer cities of changes and financial data.
 - b. Customer cities are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements, for planning and managing their system to promote water conservation and efficient system operation, and for paying rates adequate to cover costs incurred in providing service to them.
4. Rate Setting Principles (for wholesale treated water)
 - a. Revenue requirements are to be determined on utility basis, at original cost.
 - b. Dallas is to receive a rate of return on rate base equal to embedded interest rate plus 1.5%, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.
 - c. All existing and future reservoirs and associated facilities are to be included in common rate base. Customer cities as a class, shall pay their proportionate share of costs for reservoir storage, including that portion held for future use. Initially, customer cities shall cover 26% of total reservoir costs. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with periodic cost of service studies. (Dallas pays the balance.) Allocation of other costs is to be based on current use.
 - d. There will be a two part rate (volume and demand), with allocation of costs in rate design to encourage efficient operation of water system.
 - e. At the end of ten years, and each ten years thereafter, the City of Dallas or a majority of customer cities who are a party to this agreement may request a review of the above rate setting principles; and if so, the principles shall be subject to renegotiation.
5. Initial Rates and Rate Base Allocations: The initial rates accepted under this agreement are:

Rate of Flow Controller Cities - 10.42¢/1000 gal
and \$36,793/mgd

Flat Rate Cities - 43.04¢/1000 gal

Initial Rate Base Allocations shall be as follows:

Reservoirs	25.7%
Raw Water Transmission	19.4%
Purification Facilities	19.4%
Treated Water Transmission	19.4%
Distribution	2.3%
Other/Administration	14.4%

Dallas will prepare a cost of service study to support these rates and allocations, and will submit it to the customer cities to review and accept prior to submission to the Texas Water Commission.

- 6. Term: The term of this agreement is thirty years, and such additional periods as the parties may agree upon.
- 7. Approved changes: Changes in the rate setting principles or other conditions may be made by mutual agreement of all parties at any time. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party.
- 8. Individual contracts for wholesale water service between Dallas and customer cities will be consistent with this Memorandum of Agreement. Dallas and customer cities will honor their existing water service contracts.
- 9. Individual Interest in Reservoir the City of Dallas will negotiate with such customer cities that desire to purchase an individual interest in the present Dallas reservoir system. This offer to negotiate shall not extend past 9/1/82.
- 10. Execution of this agreement by the undersigned indicate that such individuals will recommend to their respective city councils or governing boards settlement of the rate controversy on the basis set forth herein.

City of Addison

By: Charles McVitt

City of Farmers Branch

By: _____

City of Balch Springs

By: J. A. Kerner

Flower Mound Municipal Utility District #1

By: David L. Austin

Water Control and Improvement District No. 6

By: Johnny M. Keel

City of Grand Prairie

By: Ray Johnson, City Mgr

City of Carrollton

By: [Signature]

City of Hutchins

By: [Signature]

City of Cedar Hill

By: [Signature]

City of Irving

By: [Signature]

City of Rockwall Hill

By: [Signature]

City of Lancaster

By: [Signature]

City of Coppell

By: [Signature]

City of Richardson

By: [Signature]

City of DeSoto

By: [Signature]
As approved by Resolution 79-53 attached hereto.

City of Seagoville

By: [Signature]

City of Duncanville

By: [Signature]

City of Dallas

By: [Signature]
By: [Signature]
By: [Signature]

5445B/dld

Effective Date: The above Memorandum of Agreement was approved by the governing body of the parties executing same. The rates provided for therein were implemented by an ordinance passed by the Dallas City Council on December 12, 1979 and the complaints of all customers executing such agreement were dismissed by the Texas Water Commission on December 17, 1979. Such agreement therefore became effective on December 17, 1979.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

At the date of the initial contract no special conditions or agreements were required.

It is contemplated that if special conditions or agreements pertaining to this contract are required in the future, this present Exhibit C will be replaced.



EXHIBIT BDELIVERY FACILITIES

- Description :
- A. Customer's primary delivery facility is a rate of flow controlled metering station located at 15100 Surveyor Boulevard, inside Addison's city limits. This metering station is equipped with a 12" Venturi meter and associated equipment, including telemetry equipment that is tied into Dallas' control station.
 - B. Customer has two standby services as follows:
 - 1. An 8" fire service meter located at the northeast corner of Addison and Beltline Roads inside customer's city limits. This service is fed by Dallas' 54" main located in Beltline Road right-of-way.
 - 2. A 6" fire service meter located at 4961 Westgrove Drive (northeast corner of Dallas Parkway and Westgrove), inside Dallas' city limits. This service is fed by Dallas' 16" main located in Dallas Parkway right-of-way.

Demand

- Capabilities:
- A. The 12" Venturi meter's maximum delivery capability is 4.0 MGD.
 - B. The 8" fire service meter's maximum delivery capability is 3.0 MGD.
 - C. The 6" fire service meter's maximum delivery capability is 2.5 MGD.

Payment

- : Customer shall pay Dallas the prevailing ordinance rate as a standby fee for the 6" and 8" meters. If the standby services should be activated the volume taken shall be billed in the following billing cycle.

Operation
and
Maintenance
of Standby
Meters

- A. Dallas agrees that at least one time during the water year, both customer and Dallas will jointly operate the standby meters. Either customer or Dallas may establish the time and date for this operation.
- B. Dallas agrees to instruct customer's personnel on operation of the standby meters and vault equipment. However, customer shall not operate the equipment without first notifying Dallas. If practical, Dallas may elect to be present at the time customer operates Dallas' equipment.
- C. Only Dallas' personnel or agents will be permitted to perform tests and make repairs to the standby meters. Customer will be notified prior to Dallas' performing tests and repairs. Customers may witness such tests and repairs.

Anticipated
Future
Facilities

- : Addison has informed Dallas that Addison's peak demand may increase to 30 MGD in the future. At the effective date of this contract Dallas and Addison are in the process of evaluating Addison's future demands, and it is contemplated that a properly sized delivery facility will be constructed by Addison as a result of evaluating Engineering studies prepared for this purpose. Dallas' obligations to meet Addison's future demand are specified in paragraphs 1.1 and 1.2.

EXHIBIT FRECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES - WHEN SERVICING CITY HAS MAINS IN PLACE

Dallas and Addison hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

- A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.
- B. The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.
- C. The customer being served will be required to pay a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city's actual cost for rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DWELLING RESIDENTIAL UNITS.

Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained herein shall require that either city will be compelled to accept a customer classed under this paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

- A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:
- (1) Single family residences or duplexes where mains are not in place.
 - (2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.
 - (3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.
- B. The city providing the water and/or wastewater service contemplated herein shall charge the customer so served one and one-half times the rates and associated charges charged customers whose property lies within its own areas and boundaries.
- C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in paragraph 4.A. of this agreement. Normal service costs will be determined as contemplated by paragraph 1.C.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in paragraph 2.

The class of service contemplated by this paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained herein shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

Rates to be charged for this class of service shall be the rates established by ordinances of the servicing city.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in paragraph 4.A. of this agreement.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Addison under the following terms and conditions, which shall apply equally to either city:

- A. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

For the City of Dallas

Director, Dallas Water Utilities
City Hall
1500 Marilla
Dallas, Texas 75277

For the City of Addison

Director of Water Utilities
P. O. Box 144
Addison, Texas 75001

- B. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service.
- C. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.
- D. The city requesting service hereunder hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.
- E. If at any time the city requesting service hereunder shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this agreement, then upon request the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.
- F. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Addison that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas, and Addison hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for hereunder.

SAVE

820108

WHOLESALE TREATED WATER CONTRACT

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

*This is the
Original
(And Current)
Water
Contract*

THIS Contract made and entered into this the 6th
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Dallas, Texas, hereinafter called Dallas, and the City of
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deliverability, as determined by the Director of Water Utilities of Dallas. Such delivery shall not be unreasonably withheld.

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2.2 "Water year" means the year beginning June 1 and ending May 31.

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2.7 Customer agrees that Dallas' capability to provide increases in demand or volume is subject to available supply and deliverability, as determined by the Director of Water Utilities of Dallas.

3.0 DELIVERY POINT, ACCESS, ETC.:

3.1 Dallas agrees to deliver water contracted for by Customer at delivery point(s) as delineated in Exhibit B attached hereto and at such additional points as may be mutually agreed upon by both parties. The cost of all delivery facilities, whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for oversizing costs to the extent of the difference between customers required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction and financing of facilities and acquisition of any right-of-way for delivery of the water from the Dallas system to the delivery point(s). Plans shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

We are committed to a ^{higher} ROF amount for 5 years from the date we make a change.



2.2 Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual construction costs attributable to service of Customer, excluding costs of engineering, design, telemetry equipment, telephone and electric service.

3.3 Customer agrees that after final inspection and acceptance of delivery facilities, Customer will convey title of those facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to delivery facilities by appropriate instrument(s) Dallas shall be responsible for operation and maintenance thereof.

3.4 Customer agrees to provide ingress and egress for Dallas employees and agents to all its premises inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

3.5 Dallas agrees to provide ingress and egress for Customer's employees and agents to all premises inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

3.6 It shall be the duty of either party to this contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so that the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify customer prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Customer requires an independent testing service be used,

Customer shall pay the cost of said testing service if the meter(s) is found to be accurate. If meter(s) is found inaccurate, Dallas shall pay the costs of said testing service.

4.0 BOOKS AND RECORDS:

Dallas agrees that Customer or its agent may have access to the books and records of Dallas Water Utilities at reasonable times. Customer agrees that Dallas or its agent may have access to the books and records of the Customer's Water Utilities at reasonable times.

5.0 ADDITIONAL SURFACE WATER SUPPLIES:

5.1 If Customer develops or acquires additional surface water supplies from any source other than Dallas, resulting in reduced demand from Dallas, then Dallas is released from the obligation to supply the demand amount mutually established under Section 2 hereof. In such event Dallas may adjust its supply obligation to levels commensurate with Customer's reduced demand.

5.2 If within the term of this contract Customer ceases to take water from Dallas because such other surface water supplies have been developed or acquired, Customer shall for five years or the balance of this contract, whichever is less, remain liable for demand charges at the billing level in effect at such cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

6.0 RESALE:

Customer agrees not to sell water purchased from Dallas to any person or entity outside Customer's corporate boundaries (as may be adjusted from time to time) unless Customer has received prior written approval from the Director of Water Utilities of Dallas. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such water including, but not restricted to, the setting of monetary rates for sale of such water. "Convey" means sell, trade, donate, exchange, transfer title, or contract therefor.

7.0 RATES AND PAYMENT:

7.1 Rates charged Customer, including demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for delivery facilities and metering facilities shall be excluded from the rate base.

7.2 Customer understands that Dallas City Council has the right by ordinance to revise the rates charged, from time to time as needed, to cover all reasonable, actual and expected costs. Any revision of rates shall be pursuant to principles set forth in the Memorandum of Agreement attached hereto. Dallas shall give Customer a minimum of 6 months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer agrees to give Dallas a minimum of 30 days notice of intent to protest rates or any other condition of service.

7.4 Dallas agrees to render a statement of charges monthly. Payment is due upon receipt of statement. Customer agrees to pay promptly. Demand charge shall be billed monthly.

7.5 In the event a meter(s) is discovered malfunctioning, then the amount of water that has passed through the meter will be estimated for each day the meter has not functioned correctly. The last correctly measured monthly consumption will be used as a basis for mutually computing the amount of water delivered to the Customer during the time the meter has not been functioning correctly.

8.0 CURTAILMENT:

8.1 Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer will cooperate by imposing conservation measures upon its sales.

8.2 Dallas is required by federal contract to submit for approval a water conservation plan which incorporates loss reduction measures and demand management practices which insure that the available supply is used in an economically efficient and environmentally sensitive manner. Upon request, Customer will furnish a copy of its conservation plan.

8.3 To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

9.0 RIGHTS-OF-WAY AND STREET USE:

9.1 Customer agrees to furnish any rights-of-way necessary within or without Customer's boundaries for Dallas to make delivery of water as provided in Section 3 hereof, and to convey such right-of-way to Dallas as therein provided.



9.2 Customer agrees that with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for pipeline purposes to provide water to Customer or to other customers without charges or tolls provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

9.3 Dallas agrees that, with prior written approval of Dallas, Customer may use Dallas streets, alleys and public rights-of-way, within Dallas boundaries for pipeline purposes to provide water to Customer without charges or tolls, provided Customer makes necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

10.0 STANDARDS:

10.1 Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

10.2 Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

10.3 Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

11.0 MEMORANDUM OF AGREEMENT:

The Memorandum of Agreement, attached hereto and marked Exhibit A, effective December 17, 1979, and executed by various Customer entities is incorporated herein, as if copied word for word and is made a part of this agreement. Any revision of the Memorandum of Agreement, according to its terms and not in conflict herewith,

Parages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

13.0 SPECIAL PROVISIONS:

Special provisions applicable to this contract are attached hereto and styled Exhibits B, C, and F. These Exhibits are incorporated herein, as if copied word for word. Exhibit B delineates the delivery facilities. Exhibit C contains provisions peculiarly applicable to the contract with Customer. Exhibit F provides conditions under which the contracting parties may provide reciprocal water and/or wastewater services to customers along their common boundaries and conditions under which the parties to this Contract may provide each other with temporary water and/or wastewater services.

14.0 TERM:

This contract shall remain in force and effect for a term of 30 years, from the date of execution of the contract.

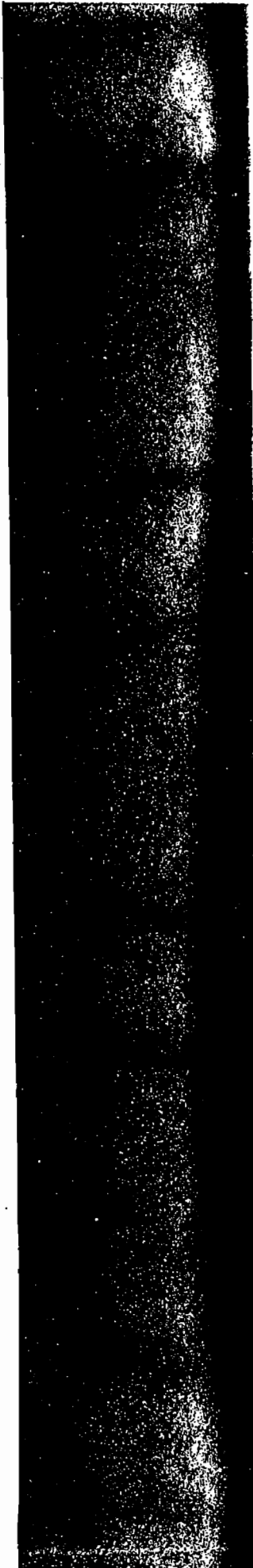
Good to 1/6/2012

15.0 VENUE:

The parties herein agree that this contract shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

16.0 NO VERBAL AGREEMENT:

This contract contains all commitments and agreements of the parties hereto and no verbal or written commitments shall have any force or effect if not contained herein.



17.0 APPLICABLE LAWS:

This contract is made subject to all applicable laws of the State of Texas and the United States.

18.0 CONTRACT INTERPRETATION:

In interpreting the various provisions of this contract in a Court of Law, any said court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions of this contract.

19.0 CAPTIONS:

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

20.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

Customer
City of Addison, Texas
Attn: City Manager
P. O. Box 144
Addison, Texas 75001

Dallas
City of Dallas, Texas
Attn: City Manager
City Hall
Dallas, Texas 75201



EXECUTED this the 6th day of January, 1982, by the duly authorized officers of the City of Dallas, and the City of Addison.

ATTEST:

CITY OF DALLAS
CITY MANAGER

Robert S. Sloan
for ROBERT S. SLOAN,
City Secretary

BY *Lee E. Holt*
Assistant City Manager

COUNTERSIGNED:

APPROVED AS TO FORM:
LEE E. HOLT, City Attorney

[Signature]
City Controller

BY *Michael May*
Assistant City Attorney

CITY OF ADDISON

ATTEST:

Jacqueline Sharp
City Secretary

BY *Jerry Redding*
Jerry Redding, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

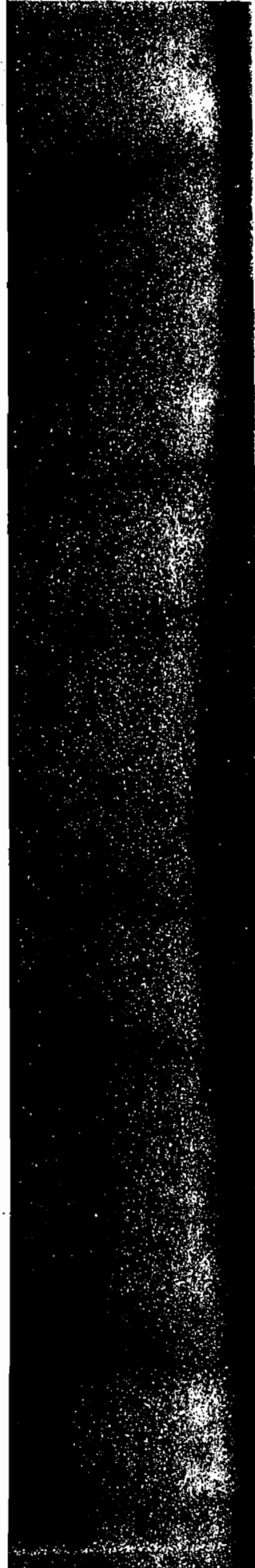


EXHIBIT A

MEMORANDUM OF AGREEMENT

1. Purpose: The purpose of this agreement is to settle current rate disputes, and to provide a basis for determining rates in the future.
2. Water System Policy: Dallas operates a water system to provide safe and reliable water supply, adequate for the current water use and future growth of Dallas and customer cities, and to avoid any substantial subsidization of any class of customers by any other class of customers.
3. Responsibilities:
 - a. Dallas is responsible for planning, financing, constructing and operating the water supply system to the extent permitted by available water revenues, for developing cost of service information to support rate changes, and for informing customer cities of changes and financial data.
 - b. Customer cities are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements, for planning and managing their system to promote water conservation and efficient system operation, and for paying rates adequate to cover costs incurred in providing service to them.
4. Rate Setting Principles (for wholesale treated water)
 - a. Revenue requirements are to be determined on utility basis, at original cost.
 - b. Dallas is to receive a rate of return on rate base equal to embedded interest rate plus 1.5%, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.
 - c. All existing and future reservoirs and associated facilities are to be included in common rate base. Customer cities as a class, shall pay their proportionate share of costs for reservoir storage, including that portion held for future use. Initially, customer cities shall cover 26% of total reservoir costs. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with periodic cost of service studies. (Dallas pays the balance.) Allocation of other costs is to be based on current use.
 - d. There will be a two part rate (volume and demand), with allocation of costs in rate design to encourage efficient operation of water system.
 - e. At the end of ten years, and each ten years thereafter, the City of Dallas or a majority of customer cities who are a party to this agreement may request a review of the above rate setting principles; and if so, the principles shall be subject to renegotiation.
5. Initial Rates and Rate Base Allocations: The initial rates accepted under this agreement are:

Rate of Flow Controller Cities - 10.42¢/1000 gal
and \$36,793/mgd

Flat Rate Cities - 43.04¢/1000 gal

Initial Rate Base Allocations shall be as follows:

Reservoirs	25.7%
Raw Water Transmission	19.4%
Purification Facilities	19.4%
Treated Water Transmission	19.4%
Distribution	2.3%
Other/Administration	14.4%

Dallas will prepare a cost of service study to support these rates and allocations, and will submit it to the customer cities to review and accept prior to submission to the Texas Water Commission.

- 6. Term: The term of this agreement is thirty years, and such additional periods as the parties may agree upon.
- 7. Approved changes: Changes in the rate setting principles or other conditions may be made by mutual agreement of all parties at any time. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party.
- 8. Individual contracts for wholesale water service between Dallas and customer cities will be consistent with this Memorandum of Agreement. Dallas and customer cities will honor their existing water service contracts.
- 9. Individual Interest in Reservoir the City of Dallas will negotiate with such customer cities that desire to purchase an individual interest in the present Dallas reservoir system. This offer to negotiate shall not extend past 9/1/82.
- 10. Execution of this agreement by the undersigned indicate that such individuals will recommend to their respective city councils or governing boards settlement of the rate controversy on the basis set forth herein.

City of Addison

By: Charles M. White

City of Farmers Branch

By: _____

City of Balch Springs

By: J. A. Keener

Flower Mound Municipal Utility District #1

By: David L. Rouse

Water Control and Improvement District No. 6

By: Johnny M. Keel

City of Grand Prairie

By: Clay Johnson, City Mgr

City of Carrollton

By: [Signature]

City of Hutchins

By: [Signature]

City of Cedar Hill

By: [Signature]

City of Irving

By: [Signature]

City of Rockwall Hill

By: [Signature]

City of Lancaster

By: [Signature]

City of Coppell

By: [Signature]

City of Richardson

By: [Signature]

City of DeSoto

By: [Signature]

City of Seagoville

By: [Signature]

As approved by Resolution 79-53 attached hereto.

City of Duncanville

By: [Signature]

City of Dallas

By: [Signature]

By: [Signature]

By: [Signature]

5445B/dld

Effective Date: The above Memorandum of Agreement was approved by the governing body of the parties executing same. The rates provided for therein were implemented by an ordinance passed by the Dallas City Council on December 12, 1979 and the complaints of all customers executing such agreement were dismissed by the Texas Water Commission on December 17, 1979. Such agreement therefore became effective on December 17, 1979.

EXHIBIT BDELIVERY FACILITIES

- Description :
- A. Customer's primary delivery facility is a rate of flow controlled metering station located at 15100 Surveyor Boulevard, inside Addison's city limits. This metering station is equipped with a 12" Venturi meter and associated equipment, including telemetry equipment that is tied into Dallas' control station.
 - B. Customer has two standby services as follows:
 - 1. An 8" fire service meter located at the northeast corner of Addison and Beltline Roads inside customer's city limits. This service is fed by Dallas' 54" main located in Beltline Road right-of-way.
 - 2. A 6" fire service meter located at 4961 Westgrove Drive (northeast corner of Dallas Parkway and Westgrove), inside Dallas' city limits. This service is fed by Dallas' 16" main located in Dallas Parkway right-of-way.

Demand

- Capabilities:
- A. The 12" Venturi meter's maximum delivery capability is 4.0 MGD.
 - B. The 8" fire service meter's maximum delivery capability is 3.0 MGD.
 - C. The 6" fire service meter's maximum delivery capability is 2.5 MGD.

- Payment :
- Customer shall pay Dallas the prevailing ordinance rate as a standby fee for the 6" and 8" meters. If the standby services should be activated the volume taken shall be billed in the following billing cycle.

Operation
and
Maintenance
of Standby
Meters

- A. Dallas agrees that at least one time during the water year, both customer and Dallas will jointly operate the standby meters. Either customer or Dallas may establish the time and date for this operation.
- B. Dallas agrees to instruct customer's personnel on operation of the standby meters and vault equipment. However, customer shall not operate the equipment without first notifying Dallas. If practical, Dallas may elect to be present at the time customer operates Dallas' equipment.
- C. Only Dallas' personnel or agents will be permitted to perform tests and make repairs to the standby meters. Customer will be notified prior to Dallas' performing tests and repairs. Customers may witness such tests and repairs.

Anticipated
Future
Facilities

- : Addison has informed Dallas that Addison's peak demand may increase to 30 MGD in the future. At the effective date of this contract Dallas and Addison are in the process of evaluating Addison's future demands, and it is contemplated that a properly sized delivery facility will be constructed by Addison as a result of evaluating Engineering studies prepared for this purpose. Dallas' obligations to meet Addison's future demand are specified in paragraphs 1.1 and 1.2.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

At the date of the initial contract no special conditions or agreements were required.

It is contemplated that if special conditions or agreements pertaining to this contract are required in the future, this present Exhibit C will be replaced.



EXHIBIT FRECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES - WHEN SERVICING CITY HAS MAINS IN PLACE

Dallas and Addison hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

- A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.
- B. The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.
- C. The customer being served will be required to pay a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city's actual cost for rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DWELLING RESIDENTIAL UNITS.

Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained herein shall require that either city will be compelled to accept a customer classed under this paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

- A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:
- (1) Single family residences or duplexes where mains are not in place.
 - (2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.
 - (3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.
- B. The city providing the water and/or wastewater service contemplated herein shall charge the customer so served one and one-half times the rates and associated charges charged customers whose property lies within its own areas and boundaries.
- C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in paragraph 4.A. of this agreement. Normal service costs will be determined as contemplated by paragraph 1.C.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Addison hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in paragraph 2.

The class of service contemplated by this paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained herein shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

Rates to be charged for this class of service shall be the rates established by ordinances of the servicing city.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in paragraph 4.A. of this agreement.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Addison under the following terms and conditions, which shall apply equally to either city:

- A. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

For the City of Dallas

Director, Dallas Water Utilities
City Hall
1500 Marilla
Dallas, Texas 75277

For the City of Addison

Director of Water Utilities
P. O. Box 144
Addison, Texas 75001

- B. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service.
- C. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.
- D. The city requesting service hereunder hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.
- E. If at any time the city requesting service hereunder shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this agreement, then upon request the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.
- F. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Addison that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas, and Addison hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for hereunder.

**TOWN OF ADDISON
PUBLIC WORKS**

To: John Hill From:

Company: _____

FAX #: _____

Date: 1-7-05

No. of Pages(including cover): 21

Michael E. Murphy, P.E.
Director of Public Works

Office: 972/450-2878

Fax: 972/450-2837

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

SAVE

12/13/94

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT NO. 2
TO TREATED WATER CONTRACT

THIS SUPPLEMENTAL AGREEMENT NO. 2 to that certain Contract, dated January 6, 1982 ("the Contract"), by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called "Dallas", and the TOWN OF ADDISON, a Texas municipal corporation, hereinafter called "Addison", evidences the following:

1. The scope of services is hereby amended as follows:

N/A

2
3
Copys of Dallas
Treated water contract
+
Wastewater contract

and replacing part of this Supplemental Agreement, describing Addison's primary delivery points and standby facilities for receiving treated water from Dallas.

4. All other terms, provisions, conditions, and obligations of the Contract between Dallas and Addison shall remain in full force and effect, and said Contract, as same may have been previously amended, and this Supplemental Agreement No. 2 shall be construed together as a single contractual agreement.

EXECUTED this the ___ day of _____, 1994, by Dallas, signing by and through its City Manager, duly authorized to execute same by Administrative Action No. 94-102, approved on Dec. 13, 1994, and by Addison, acting through its duly authorized officials.

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

CITY OF DALLAS
JOHN L. WARE, City Manager

BY _____
Assistant City Attorney
Submitted to City Attorney
[Signature]

BY _____
Assistant City Manager

APPROVED AS TO FORM:

TOWN OF ADDISON

BY *[Signature]*
Town Attorney

BY *[Signature]*
City Manager

EXHIBIT B

DELIVERY FACILITIES

Existing Facilities

1. Primary Delivery Facilities

- a. Addison receives treated water from Dallas through a Rate of Flow Controlled Metering Station located at 15130 Surveyor Boulevard, inside Addison's city limits. This metering station is equipped with a 12" venturi meter and associated equipment, including telemetry equipment that is connected to Dallas control center. The 12" venturi meter's maximum delivery capability is 4.0 MGD.
- b. Addison receives treated water from Dallas through a Rate of Flow Controlled Metering Station located at 5510 Celestial Road, inside Addison's city limits. This metering station is equipped with a 20" venturi meter and associated equipment, including telemetry equipment that is connected to Dallas control center. The 20" venturi meter's maximum delivery capability is 20.0 MGD.

2. Standby Delivery Facilities

- a. Addison can receive treated water during emergencies from Dallas through a Standby Metering Station located at the northeast corner of Addison Road and Belt Line Road, inside Addison's city limits. This metering station is equipped with an 8" FM (fire service) meter. The 8" FM meter's maximum delivery capability is 4.0 MGD.
- b. Addison can receive treated water during emergencies from Dallas through a Standby Metering Station located at the northeast corner of Dallas Parkway and Westgrove Road, inside Dallas' city limits. This metering station is equipped with a 6" FM (fire service) meter. The 6" FM meter's maximum delivery capability is 2.3 MGD.
- c. Addison can receive treated water during emergencies from Dallas through a Standby Metering Station located at 5510 Celestial Road in the street right-of-way, inside Addison's city limits. This metering station is equipped with a 10" Turbine meter. The 10" Turbine meter's maximum delivery capability is 6.3 MGD.
- d. Addison can receive treated water during emergencies from Dallas through a Standby Metering Station located near the southeast corner of Dallas Parkway and Belt Line Road, inside Addison's city limits. This metering

station is equipped with a 10" Turbine meter. The 10" Turbine meter's maximum delivery capability is 6.3 MGD.

Operation and Maintenance of Standby Meters

1. Only Dallas' personnel or agents will be permitted to perform tests and make repairs to the standby meters. Customer will be notified prior to Dallas' performing tests and repairs. Addison may witness such tests and repairs.
2. Addison shall pay Dallas the prevailing ordinance rate as a standby fee for the standby meters. If the standby services should be activated the volume taken shall be billed in the following billing cycle.

Anticipated Future Facilities

Additional delivery facilities are not anticipated within the near future.

SAVE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT NO. 2
TO WASTEWATER CONTRACT

THIS SUPPLEMENTAL AGREEMENT NO. 2 to that certain Contract, dated March 21, 1984 ("the Contract"), by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called "Dallas", and the TOWN OF ADDISON, a Texas municipal corporation, hereinafter called "Addison", evidences the following:

1. The scope of services is hereby amended as follows:

N/A

2. The term of the Contract is revised as follows:

NO CHANGE

3. The Contract is further amended as follows:

Exhibit B to the Contract is hereby amended by deleting it and replacing it with the amended Exhibit B, attached to and made a part of this Supplemental Agreement, describing Addison's points of entry into the Dallas wastewater system.

4. All other terms, provisions, conditions, and obligations of the Contract between Dallas and Addison shall remain in full force and effect, and said Contract, as same may have been previously amended, and this Supplemental Agreement No. 2 shall be construed together as a single contractual agreement.

EXECUTED this the ___ day of _____, 1994, by Dallas, signing by and through its City Manager, duly authorized to execute same by Administrative Action No. 94-101, adopted by the City Council on December 13, 1994, and by Addison, acting through its duly authorized officials.

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

CITY OF DALLAS
JOHN L. WARE, City Manager

BY _____
Assistant City Attorney
Submitted to City Attorney

BY _____
Assistant City Manager

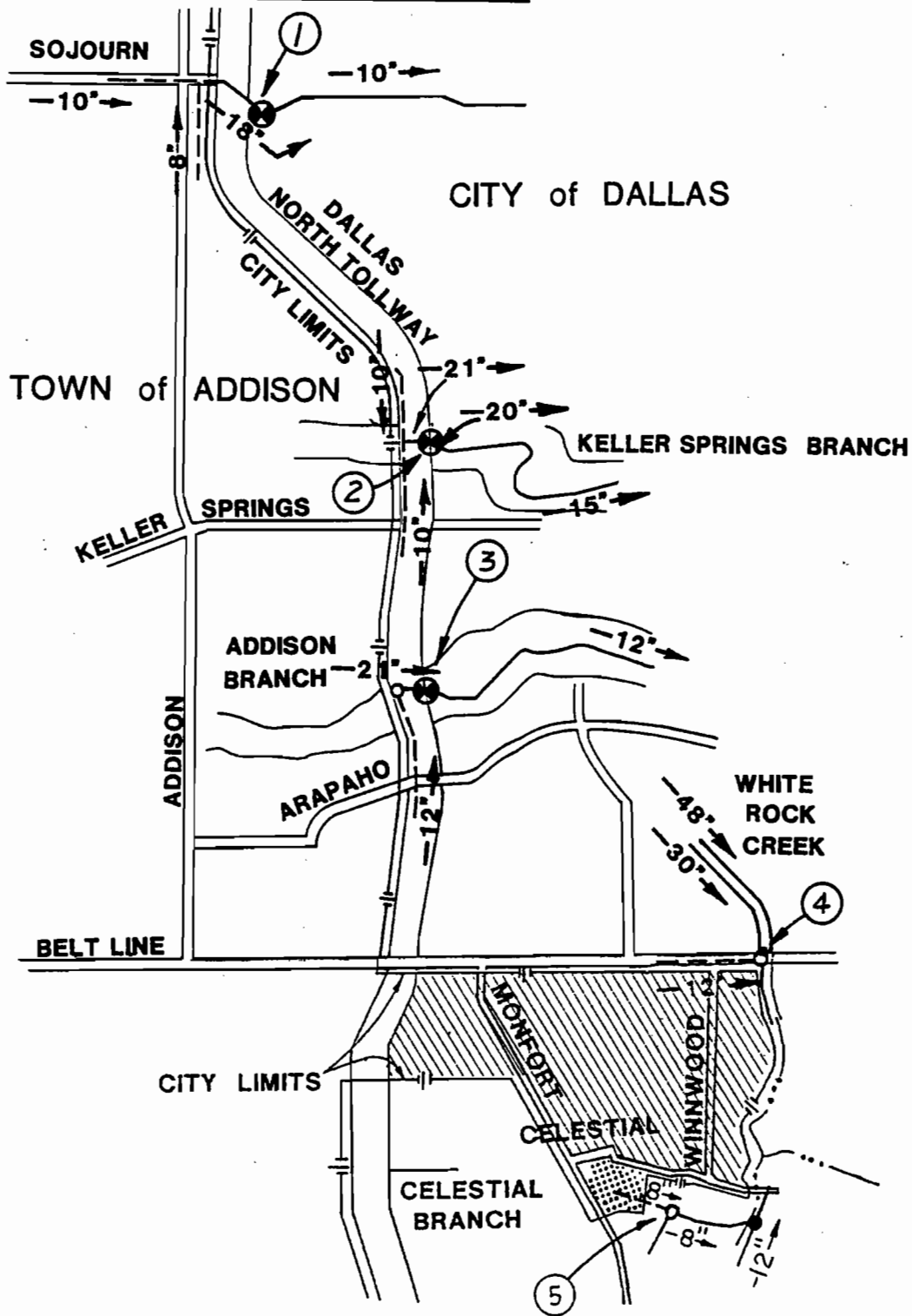
APPROVED AS TO FORM:
BY *[Signature]*
City Attorney

TOWN OF ADDISON
BY *[Signature]*
City Manager

EXHIBIT B

POINTS OF ENTRY AND METERING FACILITIES

GENERAL DIAGRAM OF CONNECTIONS:



NO SCALE

TELEDYNE POST N90681

LEGEND

----- MAIN IN ADDISON SYSTEM

----- MAIN IN DALLAS SYSTEM

////// SERVICE AREA OF POINT OF ENTRY ④

▤ SERVICE AREA OF POINT OF ENTRY ⑤

● EXISTING METER & MAIN

① TYPICAL POINT OF ENTRY

DESCRIPTION OF CONNECTIONS:

Addison is connected to the Dallas System at five existing points of entry. Three points of entry are metered and are located along the east side of Dallas Parkway. The fourth point of entry is unmetered and is located at the south side of Belt Line Road at White Rock Creek. The fifth point of entry is unmetered and is located south of Celestial Road and east of Montfort Drive.

Meter vaults, metering equipment, site locations and associated rights-of-way are owned and maintained by Dallas. Each of the three metering stations is equipped with an ultrasonic doppler wastewater flow meter on a 6" throat venturi tube and other related equipment. Each of the metering stations includes an unmetered bypass for emergency use should the meter be disabled for repairs.

A general diagram of locations and sizes of the connections is contained on Page B-1 of this Exhibit B. A description of the points of entry and metering stations follows.

Point No. 1

Location: The point of entry is located at the metering station. The metering station is located at 4800 Sojourn Drive at the east side of the intersection of Dallas Parkway and Sojourn Drive in the City of Dallas.

Schematic: At the point of entry, Addison's 18" wastewater main connects to Dallas' 18" wastewater main at the metering station. The metering facility is designed to measure a maximum flow of 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

Point No. 2

Location: The point of entry is located at the metering station. The metering station is located at 16220 Dallas Parkway at the east side of Dallas Parkway approximately 1,205 feet north of Keller Springs Road in the vicinity of Keller Springs Branch in the City of Dallas.

Schematic: At the point of entry, Addison's 21" wastewater main connects to Dallas' 20" wastewater main at the metering station. The metering facility is designed to measure a maximum flow of 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

Point No. 3

Location: The point of entry is located at the metering station. The metering station is located at 15652 Dallas Parkway at the east side of Dallas Parkway approximately 675 feet south of Bent Tree Forest Drive in the City of Dallas.

Schematic: At the point of entry, Addison's 21" wastewater main connects to Dallas' 21" wastewater main at the metering station. The metering facility is designed to measure a maximum flow of 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

Point No. 4

Location: The point of entry is located at a manhole on the south side of Belt Line Road at White Rock Creek approximately 600 feet east of Winnwood Road in the City of Dallas.

Schematic: At the point of entry, Addison's 12" wastewater main along the south side of Belt Line Road connects to Dallas' 30" wastewater main along White Rock Creek.

Point No. 5

Location: The point of entry is located at a manhole on Dallas' 8" wastewater main south of and generally parallel to Celestial Road approximately 1200 feet east of Montfort Drive in the City of Dallas.

Schematic: At the point of entry, Addison's 8" wastewater main extending southeastward from Celestial Place connects to Dallas' 8" wastewater main south of and generally parallel to Celestial Road.

SAVE

SUPPLEMENTAL AGREEMENT NO. 1
BETWEEN THE CITY OF DALLAS AND THE TOWN OF ADDISON

This Supplemental Agreement is entered into by and between the City of Dallas ("Dallas") and the Town of Addison ("Addison") as of the 14th day of August 1990.

WHEREAS, recent revisions by the Environmental Protection Agency (EPA) to the General Pretreatment Regulations (40 CFR Part 403) require this Supplemental Agreement so as to conform to the pretreatment regulations; and

WHEREAS, this Supplemental Agreement is made as a cooperative agreement pursuant to Article 26.175 of the Texas Water Code.

NOW, THEREFORE, Dallas and Addison in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. The City of Dallas, which is the municipal entity that owns and operates the wastewater plant that the customer (Addison) is serviced by is recognized as the Control Authority.
2. If Addison has an established pretreatment program approved by Dallas or EPA, then Addison agrees to enact and enforce rules requiring those users within that portion of their service area connected to the Dallas system to comply with the provisions of all applicable State and Federal regulations, as amended, as well as those portions of the Dallas Ordinances, as amended, regarding wastewater discharged substances and prohibited discharges. Addison shall perform service area surveys to maintain a current listing of industries which could have the potential to be significant industrial users within that portion of Addison's service area connected to the Dallas system. The surveys should encompass field inspections, a review of building, plumbing and occupancy permits and a review of directories for new industries. Addison shall annually provide the listing of industries to Dallas. The listing should include each industry's name, address, discharged substances, pretreatment performed and violations recorded during the year.
3. If Addison does not have a pretreatment program approved by Dallas or EPA, then Addison agrees to enact and enforce rules or ordinances requiring those users within that portion of their service area connected to the Dallas system to comply with the provisions of those portions of the Dallas Ordinances, as amended, regarding wastewater discharged substances and prohibited discharges, and all applicable State and Federal regulations, as amended, including but not limited to (1) discharged substances, (2) prohibited discharges, (3) pretreatment requirements, (4) industrial discharge permit system, (5) industrial self-monitoring reports, (6) pretreatment plans, (7) Baseline Monitoring Reports (BMR), (8) periodic compliance reports and (9) other reports as may be required by EPA. Addison shall perform service area surveys to maintain a current listing of industries which could have the potential to be significant industrial users within that portion of Addison's service area connected to the Dallas system. The surveys should encompass field inspections, a review of building, plumbing and occupancy permits and a review of directories for new industries. Addison shall annually provide the listing

of industries to Dallas. The listing should include each industry's name, address, discharged substances, pretreatment performed and violations recorded during the year. Dallas will perform the surveys and listing at Addison's request and Addison shall compensate Dallas for its actual cost to provide these services.

4. Addison agrees that Dallas is considered by EPA to be the "Control Authority" for that portion of Addison's service area connected to the Dallas system and that Dallas has the authority to approve Addison's pretreatment program. Addison, therefore, recognizes that Dallas has the authority to take enforcement actions, including the right to disconnect, against specific industries violating Dallas' or Addison's industrial waste regulations and agrees to assist Dallas with enforcement actions, should enforcement by Dallas be necessary. To the extent that such authority is subject to Texas law, Addison agrees to allow Dallas to perform enforcement functions Addison could otherwise perform under applicable law on Addison's behalf, where necessary, pursuant to Article 26.175 of the Texas Water Code. Dallas shall afford Addison a reasonable amount of time to take enforcement actions itself before commencing enforcement as the "Control Authority". Dallas shall notify Addison at least 10 days prior to commencing enforcement activity as the "Control Authority", unless imminent danger or NPDES permit violation occurs, in which case Addison will be notified of enforcement within 24 hours.

5. If Addison has an established pretreatment program approved by Dallas or EPA, then Addison shall perform sampling and inspection of industrial users within that portion of their service area connected to the Dallas system no less frequently than annually and provide the results to Dallas within 90 days of the date the sampling and inspection is performed. EPA categorical industries must be inspected no less frequently than annually and must be monitored 3-4 days each month. Significant Industrial Users (SIU) not determined to be categorical must be inspected no less frequently than annually and must be monitored at least 4 days annually. If violations occur, monitoring frequency must increase to monthly. Monitoring is to continue until three consecutive months of sampling indicate compliance.

6. If Addison does not have a pretreatment program approved by Dallas or EPA, then Dallas shall perform sampling and inspection of industrial users within that portion of Addison's service area connected to the Dallas system no less frequently than annually for significant industrial users regulated under local limits and 3-4 days monthly, with annual inspections, for categorical industries regulated by EPA and provide the results to Addison within 90 days of the date the sampling and inspection is performed. Addison shall compensate Dallas for its actual cost to provide this service.

7. All samples shall be taken and analyzed in accordance with the latest edition of 40 CFR 136, the Code of Federal Regulations, Title 40, Part 136 or other methods approved by Dallas Water Utilities if not found in 40 CFR 136.

8. Dallas and Addison agree that all terms, covenants and conditions of the contract dated March 21, 1984 (City of Dallas Resolution 841060) shall remain in full force and effect, except as otherwise modified by this Supplemental Agreement.

EXECUTED and effective as of the 14th day of August, 1990, on behalf of the City of Dallas by its City Manager, duly authorized by its City Council Resolution No. 912383, approved as to form by its City Attorney; and on behalf of the Town of Addison by its duly authorized officials.

APPROVED AS TO FORM
ANALES LIE MUNCY
City Attorney

CITY OF DALLAS
JAN HART
City Manager

By Lawrence G. Hall
Assistant City Attorney
Submitted to City Attorney
LGH

By Chapman Kehley
Assistant City Manager

CUSTOMER:
Town of Addison

By Ben Witten
City Manager

WHOLESALE WASTEWATER CONTRACT

THE STATE OF TEXAS)
)
 COUNTY OF DALLAS)

THIS contract made and entered into this the 21st day of March, 1984, by and between the City of Dallas, Texas, hereinafter called "Dallas", and the Town of Addison, hereinafter called "Customer."

WHEREAS, Customer and Dallas currently contract for Dallas to provide wastewater treatment services to customer under terms of a contract effective January 26, 1976; and

WHEREAS, Dallas is required to comply with recent, specific rules of the Environmental Protection Agency (EPA) in regard to treatment of industrial wastes; and

WHEREAS, the EPA requires substantial revision of Customer's and Dallas' January 26, 1976 contract prior to the normal expiration date; and

WHEREAS, it is more advantageous for Customer and Dallas to replace the January 26, 1976 contract with this standard wholesale wastewater contract, as approved by the Wastewater Management Advisory Committee representing the several customer cities, rather than modify the existing contract; and

WHEREAS, Customer is desirous of continuing to contract with Dallas for wastewater treatment service and Dallas desires to continue to provide wastewater treatment service to Customer;

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

W I T N E S S E T H :

1.0 DEFINITIONS

1.1 "BOD" (biochemical oxygen demand) means the quantity of oxygen, expressed in milligrams per liter (mg/l), utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20° Centigrade.

1.2 "Customer System" means the facilities of Customer for collection and transportation of wastewater to point of entry and any facilities used exclusively or primarily for the pre-treatment of Industrial Wastes.

1.3 "Calibration" means utilization of check meters or velocity tests and/or verification of secondary instrumentation accuracy utilizing a standard signal at the transmitter or a calibrated primary sensor (manometer).

1.4 "Dallas' System" or "System" means Dallas' wastewater collection and treatment system.

1.5 "Delivery Facilities" means all facilities (transmission mains, valves, manholes, etc.) necessary for transmission of wastewater to the Dallas System. The term includes facilities which are on the Customer side of the metering facility which are constructed specifically to allow Dallas to serve Customer. The term excludes metering facilities.

1.6 "Incompatible Wastes" means substances that are not amenable to the treatment processes which will interfere with the operation of the Publicly Owned Treatment Works (P.O.T.W.), including interference with the use or disposal of municipal sludge, and pollutants that will pass through the treatment works unchanged by the treatment processes.

1.7 "Industrial Wastes" means all water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.8 "Industry" means a person or establishment that is recognized and identified in the 1972 Standard Industrial Classification Manual, Executive Office of the President: Office of Management and Budget.

1.9 "Infiltration Water" means water that has migrated from the ground into the wastewater system.

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

1.11 "Interference" means inhibition or disruption of Dallas' System, treatment processes, or operations which contributes to a violation of any requirement of Dallas' Federal effluent discharge permit.

1.12 "Metering Facility" means the meter, meter vault, all metering and telemetering equipment required to provide wastewater service to the Customer at the point of entry.

1.13 "Normal Domestic Wastewater" means water-borne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and Industrial Wastes. The average concentration of suspended solids and five-day BOD is established at 250 milligrams per liter.

1.14 "Point of Entry" shall be defined as the metering facility or, where no metering facility is utilized, the Dallas city limits line.

1.15 "Pretreatment Standards" means pollutant concentration discharge limitation requirements stipulated in Chapter 49 of the Dallas City Code and the Customer's City Code as hereinafter amended, and Federal Pretreatment Standards promulgated by the United States Environmental Protection Agency.

1.16 "Prohibited Substance" means substances that are prohibited from being discharged into Dallas' System and Customer's System as listed in Chapter 49 of the Dallas City Code and the Customer's City Code as hereinafter amended, except that if more stringent pretreatment standards are promulgated for certain industrial users by the United States Environmental Protection Agency, the more stringent Federal Regulations shall apply to that class of sewer users.

1.17 "Significant Industrial User" means
(i) any industrial user that discharges 50,000 gallons or more of wastewater into Dallas' sanitary sewer system per day, not including cooling water used in air conditioning; or

(ii) any industrial user defined as a categorical user by the United States Environmental Protection Agency; or

(iii) any other industrial user deemed by the Director of Dallas Water Utilities to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the Dallas wastewater treatment works and facilities.

1.18 "State Rules" means Texas Department of Public Health Wastewater Surveillance and Technology Rules, Chapter 301-Design Criteria for Sewerage Systems.

1.19 "Surcharge Rate" means a rate calculated so as to include a charge for either BOD or TSS or both in excess of 250 milligrams per liter (mg/l).

1.20 "TSS" (total suspended solids) means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

1.21 "Wastewater" means water-carried waste.

1.22 "Winter Months" means the billing months of December, January, February and March.

2.0 CONSTRUCTION AND DESIGN OF FACILITIES

2.1 Delivery Facilities

Dallas agrees to accept wastewater from Customer at the points of entry as delineated in Exhibit B, attached hereto, and at such additional points as may later be mutually agreed upon by both parties. The costs of all delivery facilities necessary to convey wastewater to designated points of entry and connect Customer's System to the Dallas System whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for the oversizing costs to the extent of the difference between Customer's required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, according to Dallas' standard requirements, contracting, construction and financing of delivery facilities and acquisition of any necessary rights-of-way. Plans and specifications shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

2.2 Metering Facilities and Delivery Facilities on Dallas' Side of Metering Facility

Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to provide advance funds to

Dallas for actual construction costs plus interest attributable to service of Customer, excluding costs of engineering design, telemetry equipment, telephone and electric service prior to construction contract award. Replacement of metering facilities occasioned by obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Dallas. Replacement of facilities necessary due to growth or reasons other than obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Customer, but will be installed by Dallas.

Customer shall acquire all property and rights-of-way necessary for construction of metering and delivery facilities located on the Dallas side of metering facility. Customer shall convey title to property for the metering site and rights-of-way for delivery facilities required to be constructed on the Dallas side of the metering facility to Dallas prior to commencement of construction. After final inspection and acceptance by Dallas of metering facilities and delivery facilities located on the Dallas side of the metering facility, Customer will convey title to those facilities to Dallas. After final inspection, acceptance, and conveyance of title of property and facilities, Dallas shall be responsible for operation and maintenance of the metering facilities and any delivery facilities located on the Dallas side of the metering facility.

3.0 METER MAINTENANCE AND TESTING

It shall be the duty of either party to this contract to notify the other party in the event that a meter is registering inaccurately or malfunctioning so that the meter can be promptly repaired. Either party shall have the right to test a meter. Notification of a proposed test shall be provided at least 24 hours prior to conduct of the test, except in the case of emergencies. Either party shall have the right to witness meter tests.

Dallas shall calibrate and routinely service the meters no less than once during each six month period. Calibration shall be accomplished according to Dallas' standard methods. Customer shall be notified of proposed calibrations and may observe if so desired.

If, for any reason, any meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate, registration thereof shall be corrected. Correction of inaccurate meter registration will normally be based on the most

recent correct registration, if such is reasonably ascertainable. Alternatively, Customer and Dallas may agree to use future meter registrations as basis for correction. If future registrations are to be used as a basis for correction, Dallas shall be allowed to bill Customer based on estimated amounts prior to rendering a corrected billing. In no event will corrected billings be made for periods in excess of three billing periods prior to notification of meter inaccuracy.

Customer may, at its option and its own expense, install and operate a check meter to monitor each meter installed by Dallas, but the measurement for the purpose of this agreement shall be solely by Dallas' meters, except in the cases specifically provided to the contrary below. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Dallas. The reading, calibration and adjustment of said check meter shall be made only by Customer, except during any period when a check meter may be used under specific written consent by Dallas for measuring the amount of wastewater delivered into the System, in which case the reading, calibration and adjustment thereof shall be made by Dallas with like effect as if such check meter or meters had been furnished or installed by Dallas. Customer's installation of check meters shall not interfere with operation of the Dallas wastewater collection system or Dallas metering equipment.

4.0 PAYMENT

Rates charged Customer shall be established by ordinance of Dallas.

Customer agrees that Dallas City Council has the right to revise, by ordinance, the rates charged, from time-to-time as needed, to cover all reasonable, actual and expected costs. Dallas shall give Customer a minimum of six months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for proposed rates thirty days prior to Dallas submitting a rate increase request to its City Council.

Customer agrees to give Dallas a minimum of thirty days notice of intent to protest rates or any other condition of service. Provided, however, that Customer is not required to give 30 day notice of intent to appear before Dallas City Council to protest cost of service studies.

Dallas will render a statement of charges monthly. Payment is due upon receipt of statement.

5.0 RATES

When Customer billing is based on metered flow, Customer shall pay Dallas for all wastewater at the rate provided in the prevailing ordinances of the City of Dallas, subject to increase or decrease, without formal amendment of this contract, as said ordinance might be amended from time-to-time.

When the Director of Dallas Water Utilities determines that wastewater metering is not feasible, Customer shall pay Dallas for wastewater service based on average winter month water consumption for those connections discharging into the Dallas wastewater system. (Water consumption billings for the months of December, January, February and March shall constitute the winter months.)

The calculation of wastewater discharged shall be as follows:

100% water consumption for applicable connections for winter months $\div 4$ = Average Winter Month Water Consumption.
Average Winter Month Water Consumption x City of Dallas
Prevailing Ordinance Rate = Amount Due Monthly

The prevailing City of Dallas ordinance rate for wastewater service is subject to increase or decrease, without formal amendment of this contract, as said ordinances might be amended from time-to-time.

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

6.0 RATE SETTING PRINCIPLES

Rate shall be established according to the "WASTEWATER RATE GUIDELINES" contained in Exhibit A, incorporated herein, as if copied word for word and made a part of this contract.

7.0 WASTEWATER QUALITY

7.1 Industrial Discharges and Prohibited Wastes

Customer agrees that Dallas has the responsibility and authority to establish

(i) types and quantities of discharges that are

prohibited for entry into the Dallas wastewater system.

(ii) discharge prohibitions for certain substances, as may be amended from time-to-time.

(iii) pretreatment requirements for industries who discharge prohibited substances.

Customer shall require all significant industrial users that ultimately discharge into the Dallas wastewater system to obtain an industrial waste discharge permit. Such permit shall require industrial users to abate prohibited substances from their waste stream as a condition to discharge wastewater into the Customer's System. The permit application shall, as a minimum, contain the following information:

- (1) Name and Address of Industry
- (2) Type of Industry
- (3) Products Produced or Services Rendered
- (4) Typical Analysis of the Discharge Waste Stream
- (5) Chemicals used and Chemicals Being Stored.
- (6) Pretreatment Plans and Expected Compliance Date.

Dallas shall be provided a copy of the application and permit within 14 days after issuance.

Any Customer not having a pretreatment program approved by EPA agrees to enact and enforce rules requiring those users connected to Customer's System to comply with the provisions of all prevailing Dallas Ordinances and applicable Federal regulations including but not limited to (1) discharged substances, (2) prohibited discharges, (3) pretreatment requirements, (4) industrial discharge permit system, (5) industrial self-monitoring reports and (6) pretreatment plans. At the effective date of this contract the applicable Dallas Ordinance is No. 17906 contained in Exhibit E, incorporated herein as if copied word for word and made a part of this contract. Any future ordinance changes relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements, shall apply to this contract as if in effect at the effective date of this contract. Provided, however, that Customer shall be provided copies of present and future applicable ordinances and shall have an opportunity to review same before being formally required to acknowledge acceptance of the conditions of such ordinance.

Customer agrees to seek injunctive relief from sources whose discharge interferes with the treatment system, poses an imminent danger to public health or when the specific industry is not making sufficient progress toward completing an approved pretreatment system.

Dallas Industrial Waste Division shall be provided with copies of all industrial monitoring data and pretreatment enforcement actions by Customer each fiscal quarter.

7.2 Sampling and Testing

Customer agrees that Dallas shall have the right to sample wastewater discharges at

- (i) the site of discharge
- (ii) points of entry
- (iii) other locations as required

for the purpose of determining the type and strength of discharges. Customer shall provide all possible assistance to Dallas in obtaining access to sampling points.

Customer agrees that any individual customer found in violation of allowable discharges or any individual customer who refuses access for the purpose of sampling shall be disconnected from Customer's and Dallas' wastewater system. Provided however, that the violating customer shall be afforded the same rights, privileges of appeal and deficiency cure periods as are customers operating within Dallas boundaries and under authority of Dallas Ordinances.

In addition to other samples taken and tests made on an as required basis, Dallas shall regularly take twenty-four hour composite samples of wastewater discharges at points of entry no less frequently than semiannually. Costs of sampling and test shall be borne by Dallas. Customer, however, may request Dallas to perform tests desired by Customer and not required by Dallas. Customer shall reimburse Dallas for the cost of tests requested by Customer as agreed by Customer and Dallas.

Customer shall be provided with a copy of each sample test within 30 days of the date of taking of such sample.

All samples shall be analyzed in accordance with the latest

edition of Standard Methods of Examination of Water and Wastewater, published by the American Public Health Association, Inc., or any U.S. EPA approved laboratory standards.

8.0 RATES FOR EXCESS STRENGTH DISCHARGES

8.1 Additional Charge

Exhibit C, incorporated herein, as if copied word for word and made a part of this contract, contains special provisions and additional stipulations concerning charges for allowable discharge strengths.

An additional charge shall be made for excess strength discharges at the point of entry into Dallas' System. A surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of TSS in excess of 250 mg/l shall be assessed. Excess strength determination will be based on a minimum of seven days averaged data.

Customer agrees that Dallas City Council has the right to revise, by ordinance, the allowable discharge strengths. At the effective date of this contract, the allowable discharge strength is 250 mg/l for BOD and 250 mg/l for TSS.

Customer shall pay Dallas for concentrations of BOD and TSS exceeding 250 mg/l at the rate provided in the prevailing ordinances of the City of Dallas, subject to increase or decrease without formal amendment of this contract, as said ordinance might be amended from time-to-time. The excess charge will be calculated each month. It will be based on the rate of excess discharge for that month. The surcharge will be assessed the entire month for each portion of the month Customer is in violation.

8.2 Calculation of Additional Amounts Due For Excess Strength

The following formula shall apply to billings for excess strength discharges.

$$S_w = C_B (BOD - 250) + C_S (TSS - 250)$$

WHERE

S_w = Wholesale excess strength wastewater billing rate in dollars per million gallons.

BOD = Biological Oxygen Demand in mg/l of wastewater entering into Dallas wastewater system.

TSS = Suspended solids in mg/l of wastewater entering into Dallas wastewater system.

C_B = Cost factor for BOD treatment for wholesale customers per Chapter 49-1.4, Dallas City Code, as amended from time-to-time.

C_s = Cost factor for TSS treatment for wholesale customers per Chapter 49-1.4, Dallas City Code, as amended from time-to-time.

V = Volume of waste discharged in million gallons, determined as per Customer's standard billing methodology.

(Any value of BOD and TSS below 250 mg/l is to be treated as 250 mg/l.)

9.0 QUANTITY AT POINT OF ENTRY

It is understood and agreed that Dallas and Customer have an obligation to prevent entrance of infiltration and inflow into local wastewater facilities and thence into Dallas' System. Customer therefore agrees that all sewer connections which ultimately connect into Dallas' System will be constructed with a permanent type material, carefully bedded to prevent over-stressing of the material and utilizing a joint which will provide a permanent water-tight connection. Customer agrees that each such installation shall pass an air test performed in accordance with applicable A.S.T.M. Standards and shall be done under the supervision of Customer's authorized representative at the time of installation. All such tests shall be at Customer's expense. Each building lateral which interconnects private property to the public sewer shall be excluded from the air test requirements.

Customer agrees that the physical connection of each service line to the local wastewater facility shall be the responsibility of Customer and shall not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of, or whose work is inspected by Customer's authorized representative. Customer further covenants that all future trunk sewer lines added to the local wastewater facility which will discharge in Dallas' System shall be built in accordance with appropriate State of Texas Design Criteria including infiltration/exfiltration limitations and that representative sections of each new line shall be subject to an air test or infiltration or exfiltration test at the time of installation and at the option of Dallas and at the sole expense of Customer, to assure the standards are met. Customer does hereby covenant that it will maintain strict supervision and maintenance of its local wastewater facilities to prevent connections such as all roof drains or any other means by which surface drainage can enter local wastewater facilities and thence Dallas' System.

10.0 PROTECTION OF WASTEWATER SYSTEM

It is mutually understood and agreed that only employees, agents, or contractors of Customer shall be permitted to work on or

make connections to the Customer's System which ultimately discharges into the Dallas System; and that only qualified plumbers, licensed by the State of Texas, shall be permitted to work on building laterals entering into the Customer's System which discharges into the Dallas System. It is further mutually understood and agreed, however, that this provision shall be waived in the event that personnel of the Industrial Waste Section or Wastewater Collection or Wastewater Treatment Division of Dallas Water Utilities Department find it necessary to enter Customer's jurisdiction for assistance or surveillance purposes and that free access shall be provided to said personnel in the pursuit of their duties.

It is mutually understood and agreed that Customer will maintain a careful inspection of its wastewater collection system and will exercise diligence and care in the maintenance of said system within Customer's jurisdiction and in the installation of connections and laterals that may be connected with the system in order that the Dallas System shall not be burdened with excess discharge during rains and wet weather.

Laterals to private dwellings and public, commercial, or industrial buildings constructed in the Customer's drainage area after the effective date of this Contract shall be of materials jointly approved by Dallas and Customer. Each building lateral which interconnects private property to the public sewer shall pass a water test meeting minimum standards of the State Rules for sewage collection systems.

It is further understood and agreed that a failure on the part of Customer to provide and enforce such regulations governing connections with the Customer's System shall, at the option of Dallas after notice to Customer in writing of the specific violation or violations, and after failure within thirty (30) days to correct said violation, or violations, be sufficient ground for Dallas to restrict or limit flow to such extent Dallas deems necessary in order to protect its wastewater system from damage of excessive flows.

11.0 LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Liability for damages arising from the reception, transportation, delivery and disposal of all wastewater discharged hereunder shall remain with Customer to Customer's Point of Entry. With exception of Incompatible Wastes, upon passing through Customer's point of entry, liability for damages shall pass to Dallas. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and

causes of action which may be asserted by anyone on account of the reception, transportation, delivery, and disposal while wastewater is in the control of such party. Dallas takes the responsibility as between the parties hereto for the proper reception, transportation, treatment, and disposal of all such wastewater received by it at Points of Entry.

12.0 ACCESS

Customer agrees to provide ingress and egress for Dallas employees and agents at all times to all Dallas property inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

Dallas agrees to provide ingress and egress for Customer's employees and agents at all times to all Customer property inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

13.0 CUSTOMER TO PROVIDE DATA

13.1 Classification of Customers

Customer shall provide the following data to Dallas not later than January 15th of each year.

- (1) Actual number of Customer accounts feeding into Dallas' wastewater system.
- (2) Classification, by number and percentage, of accounts feeding to Dallas' wastewater system according to the following:
 - (i) Residential
 - (ii) Multi-family
 - (iii) Business/Commercial
 - (iv) Other

13.2 Water Consumption

Customer shall provide data and supporting documentation on total water consumption for accounts feeding into the Dallas wastewater system during the four winter billing months (December, January, February and March) to Dallas not later than the 15th of

April of each year. Billing months need not be calendar months. Where available, this total consumption should be separated into consumption by type of account as listed in Section 13.1 (2) (i-iv) of this contract.

13.3 Additional Data Requirements

Customer may be required to provide additional data as revised methodology for cost of service studies is developed. Provided, however, that Dallas shall not request data that will require Customer to incur unreasonable expenses in providing such data.

14.0 WASTEWATER MASTER PLAN

Customer agrees to provide a comprehensive wastewater master plan to Dallas prior to the effective date of this contract. Such plan shall include, but shall not be limited to:

- (i) population data, present and projected
- (ii) geography and topography data
- (iii) current and proposed treatment processes
- (iv) treatment alternatives
- (v) existing and projected discharge flows into the Dallas System
- (vi) existing and planned wastewater collection system maps

Customer agrees that the initial plan shall be for a twenty-year period. Customer further agrees that the plan shall be reviewed jointly by Dallas and Customer and, if necessary, revised by Customer at five year intervals.

The initial submittal requirement is waived if Customer has provided a plan acceptable to Dallas within the previous five years.

15.0 PAYMENTS TO CONSTITUTE OPERATING EXPENSES BY CUSTOMER

Customer represents and covenants that the services to be obtained pursuant to this Contract are essential and necessary to the operation of Customer and its local wastewater facilities, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of City's waterworks and sanitary sewer systems, within the meaning of Article 1113, Vernon's Annotated Civil Statutes, and the provisions of all ordinances authorizing the issuance of all revenue bond issues of

Customer which are payable from revenues of Customer's waterworks and sewer systems.

16.0 FORCE MAJEURE

If, for any reason, not reasonably within the control of the party so claiming, either party hereto shall be rendered in whole or in part unable to carry out its obligations under this contract, then that party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

17.0 REGULATORY BODIES

This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Dallas must comply with all Federal, State and local government requirements to obtain grants and assistance for system construction, studies, etc. Customer is required to assist Dallas in compliance by setting adequate rates and complying with governmental requirements.

18.0 PUBLICATIONS, REFERENCE WORKS, GOVERNMENTAL REGULATIONS

In each instance herein where reference is made to a publication, reference work or Federal or State regulation, it is the intention of the parties that, at any given time, the then current edition of any such publication or reference work or Federal or State regulation shall apply. If a publication or reference work 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 Dallas, new standards shall be adopted which are in compliance with State and Federal laws and any valid rules and regulations pursuant thereto.

19.0 TERMINATION

Should Customer desire to partially or totally discontinue using Dallas's facilities, Customer shall, for five years or the balance of this contract whichever is less, remain liable for wastewater charges at the billing level in effect at such cessation.

This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures

incurred on Customer's behalf for the cost to provide additional waste transmission, treatment, and disposal facilities. Provided, however, that Dallas may waive Customer's obligation in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Dallas shall have the right to terminate this agreement if Customer is more than six (6) months delinquent in any payments required to be made to Dallas hereunder.

20.0 TERM OF CONTRACT

The term of this contract shall commence as of the date of execution of same, being also the date of the resolution of the Dallas City Council approving this contract, and shall remain in effect for a period of 30 years. Provided, however, if this contract is for a period of less than 30 years the contract may be extended upon mutual agreement between Customer and Dallas for additional periods, not to exceed a total of 30 years.

21.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

<u>Customer</u>	<u>Dallas</u>
<u>Town of Addison</u>	<u>City of Dallas, Texas</u>
<u>Attn: City Manager</u>	<u>Attn: City Manager</u>
<u>P. O. Box 144</u>	<u>City Hall</u>
<u>Addison, Texas 75001</u>	<u>Dallas, Texas 75201</u>

Executed and effective as of the 21st day of March, 1984, on behalf of the CITY OF DALLAS by its City Manager, duly authorized by City Council Resolution No. 841060, adopted

on March 21, 1984, and approved as to form by its City Attorney; and on behalf of Customer by its duly authorized officials.

APPROVED AS TO FORM:
ANALESIE MUNCY
City Attorney

CITY OF DALLAS
CHARLES S. ANDERSON
City Manager

BY Lawrence S. Seal
Assistant City Attorney
Submitted to City Attorney *CS*

BY *Victor P.*
Assistant City Manager

APPROVED AS TO FORM:

CUSTOMER:
TOWN OF ADDISON

BY *[Signature]*
City Attorney

BY *Ro Whitehead*
City Manager

EXHIBIT A

WASTEWATER RATE GUIDELINES

BASIS FOR RATES:

Revenue requirements will be determined by cost-of-service study on a utility basis at original cost.

RATE OF RETURN:

Dallas is to receive a rate of return on rate base, equal to the embedded interest rate on wastewater revenue bonds, plus 1.5%.

RATE BASE:

The rate base shall include original cost plant investment (excluding contributed capital), construction work in progress, a reasonable allowance of working capital, and less accumulated depreciation. Working capital shall consist of an allowance of operation and maintenance (45 days or up to 1/8 annual operation and maintenance costs) and a reasonable inventory of materials and supplies necessary for the efficient operation of Dallas Water Utilities.

The rate base (common-to-all) shall include mains 18" and above, excluding all mains below this size, unless built exclusively to serve a particular city.

TEST PERIOD (OR TEST YEAR):

Normally a recently concluded 12 month operating period adjusted for known changes, selected to be representative of the period of time over which the new rates are expected to be in effect.

DATA BASIS:

Rate period projections shall be based on operating results during the most recent fiscal year for which actual data is available.

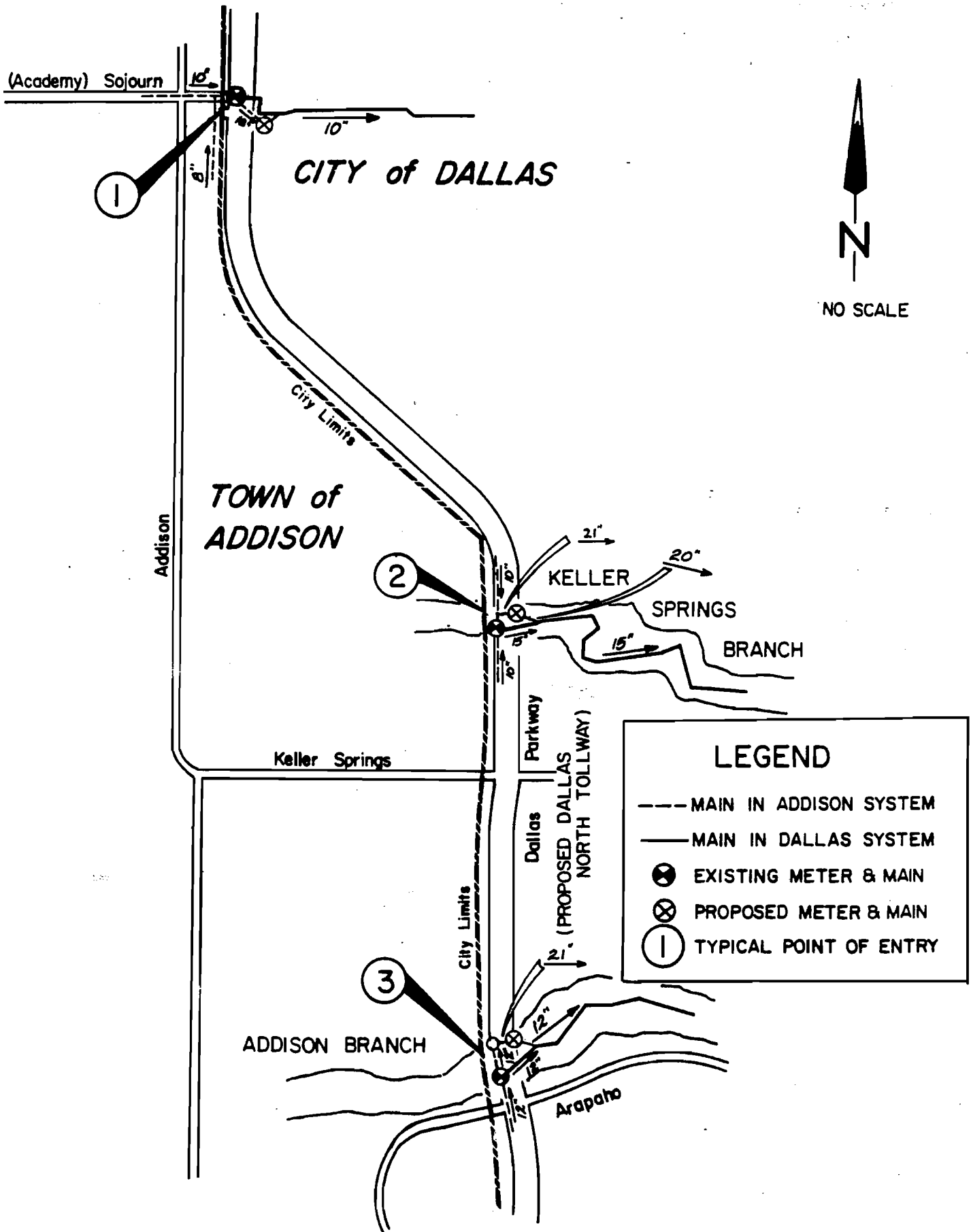
FREQUENCY OF COST OF SERVICE STUDIES:

Adequacy of rates shall be reviewed on an annual basis. Thirty (30) days in advance of a proposed rate change, cost of service information shall be made available to Customer for review and comment.

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EXHIBIT B
POINTS OF ENTRY AND METERING FACILITIES

GENERAL DIAGRAM OF CONNECTIONS:



DESCRIPTION OF CONNECTIONS:

Addison is connected to the Dallas System at three existing metered points of entry along the west side of Dallas Parkway. The existing metering stations are to be replaced at new locations along the east side of Dallas Parkway in conjunction with the construction of Dallas North Tollway. The proposed points of entry are at the new metering stations.

The replacement vaults, metering equipment, site locations and associated rights-of-way are to be owned and maintained by Dallas. The proposed wastewater main extensions crossing Dallas North Tollway to connect the replacement metering stations on the east side with the existing Addison system on the west side are to be owned by Addison and maintained by Dallas.

Each of the three replacement metering stations is to be equipped with an ultrasonic doppler wastewater flow meter on a 6" throat venturi tube, a chart recorder, a flowmeter, a manometer for instantaneous metered flow verification and associated equipment. The metering stations will include an unmetereed bypass.

A general diagram of locations and sizes of connections is contained on Page B-1 of this Exhibit B. A description of the points of entry and metering stations follows.

Point No. 1

Existing Point of Entry and Metering Station:

Location: In Sojourn (Academy) Drive approximately 155 feet west of the intersection of Sojourn Drive and Dallas Parkway in the City of Dallas.

Schematic: At the entry point, Addison's existing 10" main connects to Dallas' existing 10" main. The existing metering station is equipped with a 10" magnetic sewer meter. The existing metering station is designed to measure a flow range of 0 to 5.76 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of the intersection of Dallas Parkway (proposed Dallas North Tollway) and Sojourn Drive in the City of Dallas.

Schematic: At the replacement entry point, Addison's proposed 18" main connects to Dallas' proposed 18" main at the replacement metering station. The metering facility design is proposed to initially measure a flow range of 0 to 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

Point No. 2

Existing Point of Entry and Metering Station:

Location: In the vicinity of Keller Springs Branch approximately 120 feet west of Dallas Parkway and approximately 1,185 feet north of Keller Springs Road in the City of Dallas.

Schematic: At the entry point, Addison's existing 15" main connects to Dallas' existing 15" main. The existing metering station is equipped with a 10" magnetic sewer meter. The existing metering station is designed to measure a flow range of 0 to 4.32 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of Dallas Parkway (proposed Dallas North Tollway) approximately 1,205 feet north of Keller Springs Road in the City of Dallas.

Schematic: At the replacement entry point, Addison's proposed 21" main connects to Dallas' proposed 20" main at the replacement metering station. The metering facility design is proposed to initially measure a flow range of 0 to 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications

Point No. 3

Existing Point of Entry and Metering Station:

Location: In the vicinity of Addison Branch at the west side of Dallas Parkway approximately 910 feet south of Bent Tree Forest Drive in the City of Dallas.

Schematic: At the entry point, Addison's existing 12" main connects to Dallas' existing 12" main. The existing metering station is equipped with an ultrasonic doppler wastewater flow meter on an 8" pipe. The existing metering station is designed to measure a flow range of 0 to 2 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of Dallas Parkway (proposed Dallas North Tollway) approximately 675 feet south of Bent Tree Forest Drive in the City of Dallas.

Schematic: At the replacement entry point, Addison's proposed 21" main connects to Dallas' proposed 21" main at the replacement metering station. The metering facility design is proposed to initially measure a flow range of 0 to 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

SUPPLEMENTAL AGREEMENTS CONCERNING STANDARD CONDITIONS

The following conditions and clarifications are agreed to by Dallas and Customer in regard to the following standard conditions of this contract.

- C8.0 (This condition supplements condition 8.0 on page 9 of the basic contract.)
- C8.1 Dallas agrees that if any revision by the Dallas City Council of allowable discharge strengths has the effect of increasing future charges to the City of Addison, such revision shall be considered equivalent to a rate change and Dallas shall adhere to the notification requirements of Condition 4.0.

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EXHIBIT D

Exhibit D intentionally left blank.

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EXHIBIT "E"



ORDINANCE NO. 084-008

AN ORDINANCE AMENDING CHAPTER 18 "UTILITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, AS AMENDED BY ADDING NEW SECTIONS 18-165, 18-166, 18-167, 18-168, 18-169, 18-170, AND 18-171; PROVIDING FOR ADOPTION OF MORE STRINGENT FEDERAL REGULATION TO GOVERN CERTAIN CLASSES OF USERS, IF PROMULGATED; PROVIDING FOR ENFORCEMENT OF THE PROVISIONS REGARDING ILLEGAL DISCHARGE; PROVIDING FOR COMPLIANCE SCHEDULES FOR INDUSTRIAL USERS TO MEET PRETREATMENT STANDARDS; PROVIDING AUTHORITY FOR THE MUNICIPAL COURT TO ISSUE ADMINISTRATIVE SEARCH WARRANTS OR OTHER LEGAL PROCESS AS AN AID TO THE RIGHT OF ENTRY OF TOWN EMPLOYEES; PROVIDING FOR SUSPENSION AND AMENDMENT OF PERMITS UNDER CERTAIN CONDITIONS; PROVIDING FOR INSPECTIONS; PROVIDING A PENALTY NOT TO EXCEED \$1000; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,

SECTION 1. That the Code of Ordinances, Town of Addison, Texas, as amended is hereby amended by amending Chapter 18 "Utilities" to add Sec. 18-165 to read as follows:

Sec. 18-165.

DEFINITIONS.

In this article, unless the context requires a different definition:

(1) AMENABLE TO TREATMENT refers to a substance that:

(a) does not damage or interfere with the operations of wastewater facilities;

(b) is susceptible to reduction in concentration by treatment provided in the Town's or the City of Dallas' wastewater treatment plant, to a level which is acceptable for discharge into a stream; and

(c) is acceptable for sludge disposal.

(2) BOD (denoting biochemical oxygen demand) means the quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20° centigrade.

(3) BUILDING (HOUSE) DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from wastes and drainage pipes within the walls of the building, and conveys it to the building sewer, beginning three feet outside the inner face of the building wall or foundation.

(4) BUILDING (HOUSE) SEWER means the extension from the building drain to the sewer lateral at the property line or other lawful place of disposal (also called house lateral and house connection).

(5) CITY means the City of Dallas, Texas.

(6) TOWN means the Town of Addison, Texas.

(7) CITY ENVIRONMENTAL HEALTH OFFICER means the environmental health officer of the city appointed by the City Manager, or his authorized representative.

(8) COMPOSITE SAMPLES means samples composited during a period of time exceeding 15 minutes.

(9) COD (denoting chemical oxygen demand) is the measure of the oxygen-consuming capacity, expressed in mg/l. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand.

(10) DIRECTOR means the director of the water utilities department of the Town or his authorized representative.

(11) FLOATABLE GREASE means grease, oil or fat in a physical state such that it will separate or stratify by gravity in wastewater.

(12) GARBAGE means animal and vegetable wastes and residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.

(13) GRAB SAMPLES means samples taken during a period of 15 minutes or less.

(14) GREASE means fatty acids, soaps, fats, waxes, petroleum products, oil, and any material which is extractable by hexane or freon solvent from an acidified sample and which is not volatilized during evaporation of the solvent.

(15) INDUSTRIAL SURCHARGE means the additional charge made on those persons or industries who discharge into the sanitary sewer, industrial wastes which are amenable to treatment by the city's wastewater treatment process but which exceed the normal strength.

(16) INDUSTRIAL USER means an industry that discharges wastewater into the city's or town's sanitary sewers or wastewater treatment plants.

(17) INDUSTRIAL WASTE means all water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

(18) INDUSTRY means a person or establishment that is recognized and identified in the Standard Industrial Classification Manual, 1972, Executive Office of the President: Office of Management and Budget.

(19) INTERFERENCE means inhibition or disruption of the city's or town's wastewater sewer system, treatment processes, or operations which contributes to a violation of any requirements of Dallas' Federal effluent discharge permit.

(20) MILLIGRAMS PER LITER (mg/l) is a weight per volume concentration; the milligram-per-liter value multiplied by the factor 8.34 is equivalent to pounds of constituent per million gallons of water.

(21) NATIONAL CATEGORICAL PRETREATMENT STANDARDS means the national pretreatment standards imposed on existing or new industrial users in specific industrial subcategories, which specify the quantities or concentration of pollutants or pollutant properties which may be discharged or introduced to a wastewater treatment plant.

(22) NATIONAL PRETREATMENT STANDARDS means wastewater quality discharge pretreatment standards that have been established or will be established for industrial categories by the United States Environmental Protection Agency.

(23) NORMAL DOMESTIC SEWERAGE means "normal" sewerage for Dallas for which the average concentration of suspended solids and five-day BOD is established at 250 mg/l, each on the basis of the normal daily contribution of 21/100ths pounds per capita.

(24) NORMAL DOMESTIC WASTEWATER means water-borne wastes normally discharging from the sanitary conveniences of dwellings, (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.

(25) PAVED means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb, or gutter and all types of pavement having native stone, crushed rock, or gravel base.

(26) PERMITTEE means a person granted a permit under this article.

(27) PERSON means an individual, firm, company, industry, municipal or private corporation, association, governmental agency, or other entity.

(28) PH means the reciprocal of the logarithm (base 10) of the hydrogen ion concentration of a solution.

(29) PASS THROUGH means the discharge of pollutants through the city's or town's wastewater sewer system, treatment processes, or operations into navigable waters in quantities or concentrations which are a cause of or significantly contribute to a violation of any requirement of the city's Federal effluent discharge permit.

(30) PRETREATMENT STANDARDS means pollutant concentration discharge limitation requirements stipulated in this chapter and Federal Pretreatment Standards promulgated by the United States Environmental Protection Agency.

(31) PROPERLY SHREDDED GARBAGE means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particles greater than one-half inch in any dimension.

(32) RIGID BASE PAVEMENT means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb or gutter.

(33) SANITARY SEWER means a public sewer which conveys domestic wastewater or industrial wastes, or a combination of both, and into which storm surface, and ground water or unpolluted wastes are not intentionally admitted.

(34) SIGNIFICANT INDUSTRIAL USER means:

(i) any industrial user that discharges 50,000 gallons or more of wastewater into the sanitary sewer system per day, not including cooling water used in air conditioning; or

(ii) any other industrial user defined as a categorical user by the United States Environmental Protection Agency; or

(iii) any other industrial user deemed by the director to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the city's or town's wastewater treatment works and facilities.

(35) STANDARD METHODS means the laboratory procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Water Works Association and the Water Pollution Control Federation.

(36) STORM SEWER or STORM DRAIN means a conduit, drainage ditch, stream, or other water course that may carry water to the Trinity River directly or indirectly.

(37) SUSPENDED SOLIDS means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

(38) TOWN means the Town of Addison, Texas.

(39) TOWN ENVIRONMENTAL HEALTH OFFICER means the environmental health officer of the Town appointed by the Town Manager, or his authorized representative.

(40) WASTE MANAGEMENT OPERATOR means a person engaged in the business of receiving, storing, treating, or disposing of industrial waste.

(41) WASTEWATER means water-carried waste.

(42) WASTEWATER FACILITIES means all facilities of the city for collecting, pumping, treating, and disposing of sewage.

(43) WASTEWATER TREATMENT PLANT means the Dallas-owned facilities, devices, and structures used for receiving and treating wastewater from the city wastewater facilities."

SECTION 2. That the Code of Ordinances, Town of Addison Texas, as amended is hereby amended by amending Chapter 18 "Utilities" to add Section 18-166 to read as follows:

Sec. 18-166

ENFORCEMENT.

(a) The director and the town environmental health officer shall have the power to enforce the provisions of this article.

(b) The municipal court shall have the power to issue to the town environmental health officer administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this article.

(c) A person who violates any provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine not to exceed \$1000.

(d) A culpable mental state is not required to prove an offense under this article. A person is criminally responsible for a violation of this article if:

(i) the person commits or assists in the commission of a violation; or

(ii) the person owns or manages the property or facilities determined to be the source of the illegal discharge.

(e) This article may be enforced by civil court action as provided by state or federal law."

SECTION 3. That Chapter 18 "Utilities" of the Code of Ordinances of the Town of Addison, Texas as amended is amend to include a new section 18-167 to read as follows:

Sec. 18-167

CERTAIN WASTES PROHIBITED IN SANITARY SEWERS.

(a) No person shall discharge, or cause or permit to be discharged into a sanitary sewer:

(1) any inflows or infiltration, as illustrated by, but not limited to, storm water, ground water, roof run-off, subsurface drainage, a downspout, a yard drain, a yard fountain or pond, or lawn spray;

(2) wastewater or industrial waste generated or produced outside the town unless approval in writing from the director has been given the person discharging the waste;

(3) a liquid or vapor having a temperature higher than 150° fahrenheit (65° centigrade);

(4) gasoline, kerosene, benzene, naphtha, fuel oil or vapors, or materials, capable of forming a flammable or explosive mixture;

(5) solid or liquid substances in quantities capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater facilities as illustrated by, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues or bulk solids, except when such items as lime slurry or lime residues are used in the treatment of combined storm and wastewater during storm runoff;

(6) a gas or substance capable of forming a gas which either singly or by interaction with other waste may cause objectionable odor, hazard to life, or other conditions deleterious to structures or the city's wastewater treatment processes;

(7) garbage that has not been properly shredded;

(8) wastewater exceeding 100 mg/l of oils, fats and grease of the following types:

(A) floatable grease of any origin;

(B) free or emulsified grease of petroleum or mineral origin, or both, including, but not limited to;

(i) cooling or quenching oil;

(ii) lubrication oil;

(iii) cutting oil; and

(iv) non-saponifiable oil;

(9) a substance having a pH value lower than 5.5 or higher than 10.5;

(10) metals in the form of compounds or elements in solution or suspension in concentrations exceeding the following:

Arsenic (As)	0.10	mg/l
Barium (Ba)	<u>1.0</u>	mg/l
Cadmium (Cd)	<u>1.0</u>	mg/l

Chromium (Total)	5.0	mg/l
Copper (Cu)	<u>5.0</u>	mg/l
Lead (Pb)	<u>5.0</u>	mg/l
Manganese (Mn)	<u>1.0</u>	mg/l
Mercury (Hg)	0.01	mg/l
Nickel	<u>5.0</u>	mg/l
Selenium (Se)	<u>0.05</u>	mg/l
Silver (Ag)	4.0	mg/l
Zinc (Zn)	<u>5.0</u>	mg/l

(11) heavy metals and toxic material in concentrations prohibited by state and federal regulations including, but not limited to:

Antimony	Rhenium
Beryllium	Strontium
Bismuth	Tellurium
Boron	Fungicides
Cobalt	Herbicides
Molybdenum	Pesticides
Uranylion	

unless the permit obtained specifies conditions of pretreatment, concentrations, and volumes;

(12) cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of two mg/l as CN;

(13) chlorides greater than 500 mg/l;

(14) radioactive materials in a manner which will permit a transient concentration higher than 100 microcuries per liter;

(15) sulfides greater than 10.0 mg/l;

(16) sulfates in concentrations which are not amenable to treatment;

(17) emulsified grease of animal or vegetable origin in concentrations which are not amenable to treatment;

(18) unusual taste or odor producing substances, unless pretreated to a concentration acceptable to the director, so that the material does not;

(A) cause damage to collection facilities;

(B) impair the city's treatment processes;

(C) incur treatment cost exceeding those of normal sewage;
or

(D) render the water unfit for stream disposal or industrial use;

(19) BOD or suspended solids in excess of 250 mg/l;

(20) a discharge of water, wastewater, or industrial waste which in quantity of flow, exceeds for any period of duration longer than 15 minutes, more than four times the average 24 hour flow during normal operation;

(21) total dissolved solids in concentrations which are not amenable to treatment;

(22) COD in concentrations which are not amenable to treatment;

(23) any other substance which is determined by the director to be not amenable to treatment;

(24) organic chemical substances in concentrations exceeding the following:

<u>Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Phenol</u>	<u>0.10</u>	<u>mg/l</u>
<u>Toluene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Isopropyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Acetone</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methylene Chloride</u>	<u>1.0</u>	<u>mg/l</u>
<u>Ethyl Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Methyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methyl Ethyl Ketone</u>	<u>10.0</u>	<u>mg/l</u>
<u>Xylene</u>	<u>1.0</u>	<u>mg/l</u>

(25) insecticides and herbicides in concentrations which are not amenable to treatment;

(26) Poly-chlorinated biphenyls.

(b) If a person discharges a substance into the sanitary sewer in violation of this section, the director may:

(1) terminate the service of water or sanitary sewer to the premises from which the substance was discharged; or

(2) require pretreatment or control of the quantities and rates of discharge of waste to bring the discharge within the limits established by this section.

(c) Action taken by the director under Subsection (b) does not prevent the use of other enforcement methods available to the city.

(d) If national pretreatment standards more stringent than those prescribed in this article are promulgated by the United States Environmental Protection Agency for certain categories of industries, the more stringent national pretreatment standards will apply to the affected industrial user.

(e) Subject to the approval of the City of Dallas, the director may grant variances in compliance dates to industries when, in his opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the director grant variances for compliance dates to industries affected by National Categorical Pretreatment Standards beyond the compliance dates established by the United States Environmental Protection Agency.

(f) The director may establish regulations to control the disposal and discharge of industrial waste into the city's wastewater facilities."

SECTION 4. The the Code of Ordinances, Town of Addison, Texas, as amended, is hereby amended by amending Chapter 18 "Utilities" to add Section 18-168 to read as follows:

Sec. 18-168

RIGHT OF ENTRY OF CITY EMPLOYEES.

The director, the city environmental health officer, and other duly authorized employees of the town acting as their duly authorized agents and breaking proper credentials and identification, shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article.

SECTION 5. The the Code of Ordinances, Town of Addison, Texas, as amended, is hereby amended by amending Chapter 18 "Utilities" to add Section 18-169 to read as follows:

Sec. 18-169.

PERMIT REQUIRED FOR DISCHARGE OF INDUSTRIAL WASTE; APPLICATION; EXEMPTIONS.

(a) A significant industrial user shall not discharge, or allow to be discharged, industrial waste into the sanitary sewer without obtaining and maintaining a valid permit from the director.

(b) Application for a permit must be made to the director upon a form provided for the purpose and must be accompanied by plans and specifications for pretreatment facilities if pretreatment is required. The director may establish further regulations and procedures not in conflict with this chapter or other laws, regarding the granting and enforcement of permits.

(c) The director shall issue a permit if:

(1) the director determines that pretreatment facilities are adequate for efficient treatment of discharged waste, and comply with the waste concentration level requirements of Section 3 or with national pretreatment standards, whichever is applicable; or

(2) the applicant has submitted:

(a) an expected compliance date,

(b) an installation schedule of approved pretreatment devices,

(c) a self-monitoring program prepared in accordance with all applicable Federal pretreatment standards promulgated by the United States Environmental Protection Agency; or

(3) applicant is not discharging waste in violation of Section 3 other than excessive BOD or suspended solids.

(d) Permit granted under this section are not transferrable or assignable.

SECTION 6. The the Code of Ordinances, Town of Addison, Texas, as amended, is hereby amended by amending Chapter 18 "Utilities" to add Section 18-170 to read as follows:

Sec. 18-170.

DENIAL OR SUSPENSION OF PERMIT.

(a) The director may deny a permit if he determines that an applicant is not qualified under Section 5 (c) and may suspend a permit if he determines that a permittee:

(1) is not qualified under Section 5 (c);

(2) has violated a provision of this article; (or)

(3) has failed to pay a fee required by this chapter;

(4) has failed to comply with applicable Federal pretreatment standards and requirements; or

(5) has failed to comply with the compliance schedule required under Section 5 (c).

(b) After suspension under this section, a permittee may file a request for reinstatement of the permit. When the director determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, he shall reinstate the permit.

(c) A permittee whose permit is suspended shall not discharge industrial waste into the sanitary sewer.

(d) The director may amend a permit with additional requirements to assure compliance with applicable laws and regulations.

SECTION 7. The the Code of Ordinances, Town of Addison, Texas, as amended, is hereby amended by amending Chapter 18 "Utilities" to add Section 18-171 to read as follows:

Sec. 18-171.

The director shall conduct inspection, surveillance and monitoring procedures to determine whether an industrial user is in compliance with applicable pretreatment standards and requirements. The inspection, surveillance, and monitoring must be independent of information received from the self-monitoring reports program.

SECTION 8. That a person violating a provision of this Ordinance, upon conviction, is punishable by a fine not to exceed \$1000.

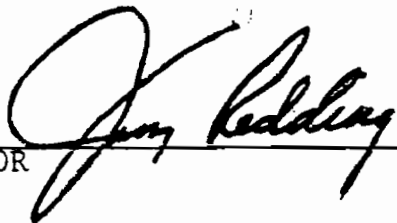
SECTION 9. That Chapter of the Code of Ordinances, Town of Addison, Texas, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

SECTION 10. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole


or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

SECTION 11. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the Town of Addison, and it is accordingly so ordained.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 28th day of February, 1984.

MAYOR 

ATTEST:


CITY SECRETARY

7/5/83

ORDINANCE NO. 17906

An Ordinance amending CHAPTER 49, "WATERS AND SEWERS," of the Dallas City Code, as amended; by amending Sections 49-84, 49-100, 49-106, 49-107, 49-108, and 49-112.1, and by adding new Section 49-84.1; providing for adoption of more stringent Federal regulations to govern certain classes of users, if promulgated; providing for enforcement of the provisions regarding illegal discharge; providing for compliance schedules for industrial users to meet pretreatment standards; providing authority for the Municipal Court to issue administrative search warrants or other legal process as an aid to the right of entry of City employees; providing for suspension and amendment of permits under certain conditions; providing for inspections; providing a penalty not to exceed \$200; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Section 49-84, "Definitions," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-84. DEFINITIONS.

In this article, unless the context requires a different definition:

(1) AMENABLE TO TREATMENT refers to a substance that:

(a) does not damage or interfere with the operations of wastewater facilities;

(b) is [being] susceptible to reduction in concentration by treatment provided in the City's wastewater treatment plant, to a level which is acceptable for discharge into a stream; and

(c) is acceptable for sludge disposal.

(2) BOD (denoting biochemical oxygen demand) means the quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20° Centigrade.

(3) BUILDING (HOUSE) DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from wastes and drainage pipes within the walls of the building, and conveys it to the building sewer, beginning three feet outside the inner face of the building wall or foundation.

(4) BUILDING (HOUSE) SEWER means the extension from the building drain to the sewer lateral at the property line or other lawful place of disposal (also called house lateral and house connection).

(5) CITY means the city of Dallas, Texas.

(6) CITY ENVIRONMENTAL HEALTH OFFICER means the environmental health officer of the city appointed by the city manager pursuant to Section 19-1(b) of this code, or his authorized representative.

(7) [~~6~~] COMPOSITE SAMPLES means samples composited during a period of time exceeding 15 minutes.

(8) [~~7~~] COD (denoting chemical oxygen demand) is the measure of the oxygen consuming capacity, expressed in mg/l. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand.

(9) [~~8~~] DIRECTOR means the director of the water utilities department of the city or his authorized representative.

(10) [~~+9~~] FLOATABLE GREASE means grease, oil or fat in a physical state such that it will separate or stratify by gravity in wastewater.

(11) [~~+10~~] GARBAGE means animal and vegetable wastes and residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.

(12) [~~+11~~] GRAB SAMPLES means samples taken during a period of 15 minutes or less.

(13) [~~+12~~] GREASE means fatty acids, soaps, fats, waxes, petroleum products, oil, and any material which is extractable by hexane or freon solvent from an acidified sample and which is not volatilized during evaporation of the solvent.

(14) [~~+13~~] INDUSTRIAL SURCHARGE means the additional charge made on those persons or industries who discharge into the sanitary sewer, industrial wastes which are amenable to treatment by the city's wastewater treatment processes but which exceed the normal strength.

(15) INDUSTRIAL USER means an industry that discharges wastewater into the city's sanitary sewers or wastewater treatment plants.

(16) [~~+14~~] INDUSTRIAL WASTE means all water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

(17) [~~+15~~] INDUSTRY means a person or establishment that is recognized and identified in the Standard Industrial Classification Manual, 1972, Executive Office of the President: Office of Management and Budget.

(18) INTERFERENCE means inhibition or disruption of the city's wastewater sewer system, treatment processes, or operations which contributes to a violation of any requirements of city's Federal effluent discharge permit.

(19) [~~+16~~] MILLIGRAMS PER LITER (mg/l) is a weight per volume concentration; the milligram-per-liter value multiplied by the factor 8.34 is equivalent to pounds of constituent per million gallons of water.

(20) NATIONAL CATEGORICAL PRETREATMENT STANDARDS means the national pretreatment standards imposed on existing or new industrial users in specific industrial subcategories, which specify the quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to a wastewater treatment plant.

(21) NATIONAL PRETREATMENT STANDARDS means wastewater quality discharge pretreatment standards that have been established or will be established for industrial categories by the United States Environmental Protection Agency.

(22) [+17+] NORMAL DOMESTIC SEWERAGE means "normal" sewerage for Dallas for which the average concentration of suspended solids and five-day BOD is established at 250 mg/l, each on the basis of the normal daily contribution of 21/100ths pounds per capita.

(23) [+18+] NORMAL DOMESTIC WASTEWATER means water-borne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.

(24) [+19+] PAVED means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb, or gutter and all types of pavement having native stone, crushed rock, or gravel base.

(25) [+20+] PERMITTEE means a person granted a permit under this article.

(26) [+21+] PERSON means an individual, firm, company, industry, municipal or private corporation, association, governmental agency, or other entity.

(27) [+22+] PH means the reciprocal of the logarithm (base 10) of the hydrogen ion concentration of a solution.

(28) PASS THROUGH means the discharge of pollutants through the city's wastewater sewer system, treatment processes, or operations into navigable waters in quantities or concentrations which are a cause of or significantly contribute to a violation of any requirement of the city's Federal effluent discharge permit.

(29) PRETREATMENT STANDARDS means pollutant concentration discharge limitation requirements stipulated in this chapter and Federal Pretreatment Standards promulgated by the United States Environmental Protection Agency.

(30) [~~23~~] PROPERLY SHREDED GARBAGE means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particles greater than one-half inch in any dimension.

(31) [~~24~~] RIGID BASE PAVEMENT means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb or gutter.

(32) [~~25~~] SANITARY SEWER means a public sewer which conveys domestic wastewater or industrial wastes, or a combination of both, and into which storm surface, and ground water or unpolluted wastes are not intentionally admitted.

(33) SIGNIFICANT INDUSTRIAL USER means:

(i) any industrial user that discharges 50,000 gallons or more of wastewater into the sanitary sewer system per day, not including cooling water used in air conditioning; or

(ii) any industrial user defined as a categorical user by the United States Environmental Protection Agency; or

(iii) any other industrial user deemed by the director to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the city's wastewater treatment works and facilities.

(34) [~~26~~] STANDARD METHODS means the laboratory procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

(35) [~~27~~] STORM SEWER or STORM DRAIN means a conduit, drainage ditch, stream, or other water course that may carry water to the Trinity River directly or indirectly.

(36) [~~28~~] SUSPENDED SOLIDS means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

(37) [~~429~~] WASTE MANAGEMENT OPERATOR means a person engaged in the business of receiving, storing, treating, or disposing of industrial waste.

(38) [~~430~~] WASTEWATER means water-carried waste.

(39) [~~431~~] WASTEWATER FACILITIES means all facilities of the city for collecting, pumping, treating, and disposing of sewage.

(40) [~~432~~] WASTEWATER TREATMENT PLANT means the city-owned facilities, devices, and structures used for receiving and treating wastewater from the city wastewater facilities."

SECTION 2. That Chapter 49, "WATER AND SEWERS" of the Dallas City Code, as amended, is amended to include a new Section 49-84.1 as follows:

"SEC. 49-84.1. ENFORCEMENT.

(a) The director and the city environmental health officer shall have the power to enforce the provisions of this article.

(b) The municipal court shall have the power to issue to the city environmental health officer administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this article.

(c) A person who violates any provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine not to exceed \$200.

(d) A culpable mental state is not required to prove an offense under this article. A person is criminally responsible for a violation of this article if:

(i) the person commits or assists in the commission of a violation; or

(ii) the person owns or manages the property or facilities determined to be the source of the illegal discharge under Section 49-99, 49-100, 49-100.1 or 49-107.

* * * * * K Y P I P E * * * * *
 * University of Kentucky Hydraulic Analysis Program *
 * for the Distribution of Pressure and Flows in Pipe Network Systems *
 * FORTRAN VERSION - 3.40 (01/02/91) *
 * * * * *

3500 gpm Fire Flow
 in Reduced Pressure Area
 @ Town Hall

DATE: 10/24/1993
 TIME: 15:59:19

INPUT DATA FILENAME ----- ADD.I16
 TABULATED OUTPUT FILENAME ----- ADD.016

 SUMMARY OF ORIGINAL DATA

U N I T S S P E C I F I E D

FLOWRATE IS EXPRESSED IN GPM AND PRESSURE IN PSIG

P R V D A T A

THERE IS A PRV AT JUNCTION	401 FOR LINE	402 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	401 FOR LINE	403 SET AT A GRADE OF	735.00
THERE IS A PRV AT JUNCTION	457 FOR LINE	458 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	457 FOR LINE	459 SET AT A GRADE OF	733.00
THERE IS A PRV AT JUNCTION	504 FOR LINE	505 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	504 FOR LINE	507 SET AT A GRADE OF	735.00

P I P E L I N E A N D P U M P D A T A

PIPE NO.	NODE NOS.	LENGTH (FEET)	DIAMETER (INCHES)	ROUGHNESS	MINOR LOSS K	FIXED GRADE
100	0 100	30.0	24.0	120.0	.00	764.00
102	100 102	400.0	24.0	120.0	.00	
104	102 104	580.0	24.0	120.0	.00	
108	104 108	2860.0	24.0	120.0	.00	
110	108 110	30.0	30.0	120.0	.00	
112	110 112	180.0	36.0	120.0	.00	
116	112 116	1160.0	36.0	120.0	.00	
120	116 340	590.0	36.0	120.0	.00	
131	102 142	660.0	24.0	120.0	.00	
133	146 133	450.0	16.0	110.0	.00	
135	133 138	730.0	16.0	110.0	.00	
137	108 138	90.0	16.0	110.0	.00	
138	112 138	300.0	12.0	100.0	.00	
140	100 140	470.0	24.0	120.0	.00	
142	140 142	290.0	24.0	120.0	.00	
146	142 146	2750.0	24.0	120.0	.00	
200	0 200	10.0	24.0	120.0	.00	615.00
201	200 201	40.0	24.0	120.0	.00	
202	201 202	15.0	24.0	120.0	.00	
203	202 203	15.0	24.0	120.0	.00	
204	201 204	19.0	12.0	100.0	.00	
LINE 204	PUMP DATA (HEAD-FLOW):	290.0	.0	225.0	3500.0	150.0 4800.0
LINE 204	IS CLOSED					
205	204 206	15.0	24.0	120.0	.00	
206	202 206	19.0	12.0	100.0	.00	
LINE 206	PUMP DATA (HEAD-FLOW):	290.0	.0	225.0	3500.0	150.0 4800.0
LINE 206	IS CLOSED					
207	206 208	15.0	24.0	120.0	.00	
208	203 208	19.0	12.0	100.0	.00	
LINE 208	PUMP DATA (HEAD-FLOW):	290.0	.0	225.0	3500.0	150.0 4800.0
LINE 208	IS CLOSED					
210	208 210	30.0	24.0	120.0	.00	
212	210 212	570.0	24.0	120.0	.00	

214	212	214	190.0	24.0	120.0	.00		
216	214	216	950.0	24.0	120.0	.00		
218	216	218	1500.0	24.0	120.0	.00		
224	218	224	2460.0	24.0	120.0	.00		
228	224	146	300.0	24.0	120.0	.00		
230	210	230	15.0	12.0	100.0	.00		
232	230	212	580.0	12.0	100.0	.00		
234	212	234	1100.0	12.0	100.0	.00		
236	234	250	1880.0	12.0	100.0	.00		
238	216	234	80.0	12.0	100.0	.00		
242	230	242	1190.0	12.0	100.0	.00		
244	242	246	2360.0	12.0	100.0	.00		
246	242	246	1700.0	12.0	100.0	.00		
248	246	252	430.0	12.0	100.0	.00		
250	218	250	450.0	16.0	110.0	.00		
252	250	252	1000.0	16.0	110.0	.00		
300	0	300	10.0	42.0	120.0	.00		592.00
301	300	301	80.0	42.0	120.0	.00		
303	301	303	24.0	42.0	120.0	.00		
305	303	305	24.0	42.0	120.0	.00		
306	300	305	200.0	42.0	120.0	.00		
310	301	310	20.0	24.0	120.0	.00		
311	310	311	13.0	20.0	110.0	.00		
LINE 311	PUMP DATA	(HEAD-FLOW):	240.0	.0	216.0	5000.0	175.0	7500.0
LINE 311	IS CLOSED							
314	303	314	20.0	24.0	120.0	.00		
315	314	315	13.0	20.0	110.0	.00		
LINE 315	PUMP DATA	(HEAD-FLOW):	240.0	.0	216.0	5000.0	175.0	7500.0
LINE 315	IS CLOSED							
318	305	318	20.0	24.0	120.0	.00		
319	318	319	13.0	20.0	110.0	.00		
LINE 319	PUMP DATA	(HEAD-FLOW):	240.0	.0	216.0	5000.0	175.0	7500.0
LINE 319	IS CLOSED							
320	311	326	136.0	30.0	120.0	.00		
322	311	315	24.0	30.0	120.0	.00		
324	315	319	24.0	30.0	120.0	.00		
326	319	326	60.0	30.0	120.0	.00		
330	326	330	400.0	36.0	120.0	.00		
332	330	332	820.0	36.0	120.0	.00		
334	332	334	790.0	36.0	120.0	.00		
340	334	340	2900.0	36.0	120.0	.00		
381	330	400	30.0	12.0	100.0	.00		
LINE 381	IS CLOSED							
383	332	440	30.0	12.0	100.0	.00		
385	334	450	30.0	12.0	100.0	.00		
387	340	520	30.0	8.0	100.0	.00		
PRV's →	401	400	401	350.0	12.0	100.0	.00	
→	402	401	402	15.0	4.0	100.0	5.80	
→	403	401	402	10.0	2.0	100.0	5.60	
404	402	404	670.0	12.0	100.0	.00		
406	404	406	570.0	12.0	100.0	.00		
408	406	408	830.0	12.0	100.0	.00		
410	408	410	860.0	8.0	100.0	.00		
412	410	412	90.0	12.0	100.0	.00		
414	412	414	430.0	8.0	100.0	.00		
416	414	416	530.0	8.0	100.0	.00		
418	416	418	760.0	8.0	100.0	.00		
420	418	420	400.0	8.0	100.0	.00		
421	420	421	280.0	8.0	100.0	.00		
422	420	424	180.0	8.0	100.0	.00		
424	402	424	580.0	8.0	100.0	.00		
426	418	428	480.0	8.0	100.0	.00		
428	424	428	810.0	8.0	100.0	.00		
430	428	430	370.0	8.0	100.0	.00		
432	430	432	330.0	6.0	100.0	.00		
433	432	436	870.0	6.0	100.0	.00		
436	464	436	340.0	8.0	100.0	.00		
441	400	442	570.0	12.0	100.0	.00		
442	440	442	270.0	12.0	100.0	.00		
444	442	444	190.0	8.0	100.0	.00		
445	444	445	90.0	8.0	100.0	.00		
446	445	446	300.0	8.0	100.0	.00		
447	446	447	300.0	8.0	100.0	.00		
448	446	448	280.0	8.0	100.0	.00		
449	446	452	370.0	8.0	100.0	.00		
452	450	452	460.0	10.0	100.0	.00		

454	452	454	280.0	10.0	100.0	.00
455	454	456	360.0	8.0	100.0	.00
456	454	456	280.0	8.0	100.0	.00
457	454	457	450.0	8.0	100.0	.00
458	457	458	15.0	6.0	100.0	4.80
459	457	458	10.0	2.0	100.0	5.60
460	458	460	490.0	8.0	100.0	.00
461	460	461	310.0	8.0	100.0	.00
464	460	464	750.0	8.0	100.0	.00
470	450	470	460.0	12.0	100.0	.00
472	470	472	200.0	12.0	100.0	.00
474	472	474	290.0	12.0	100.0	.00
476	474	476	240.0	12.0	100.0	.00
478	476	478	360.0	12.0	100.0	.00
480	478	480	460.0	12.0	100.0	.00
481	480	500	80.0	12.0	100.0	.00
482	480	482	540.0	12.0	100.0	.00
484	482	484	320.0	12.0	100.0	.00
485	484	485	420.0	8.0	100.0	.00
486	484	486	240.0	8.0	100.0	.00
488	486	488	290.0	8.0	100.0	.00
489	488	490	250.0	8.0	100.0	.00
490	470	490	600.0	8.0	100.0	.00
502	500	502	630.0	8.0	100.0	.00
504	502	504	670.0	8.0	100.0	.00
505	504	505	15.0	6.0	100.0	4.80
506	505	464	590.0	8.0	100.0	.00
507	504	505	10.0	2.0	100.0	5.60
LINE 507	IS CLOSED					
508	476	502	730.0	8.0	100.0	.00
510	474	510	300.0	12.0	100.0	.00
512	510	514	260.0	8.0	100.0	.00
514	472	514	640.0	8.0	100.0	.00
516	514	516	320.0	8.0	100.0	.00
518	516	504	570.0	8.0	100.0	.00
522	520	522	250.0	8.0	100.0	.00
524	522	524	670.0	8.0	100.0	.00
526	524	500	930.0	8.0	100.0	.00
528	522	528	580.0	8.0	100.0	.00
530	528	530	300.0	8.0	100.0	.00
532	530	532	250.0	8.0	100.0	.00
533	530	490	500.0	8.0	100.0	.00

A SUCCESSFUL GEOMETRIC VERIFICATION HAS BEEN COMPLETED

JUNCTION NODE DATA

JUNCTION NUMBER	DEMAND	ELEVATION	CONNECTING PIPES
100	.00	636.00	100 102 140
102	.00	636.00	102 104 131
104	174.00	622.00	104 108
108	.00	650.00	108 110 137
110	.00	650.00	110 112
112	.00	650.00	112 116 138
116	.00	642.00	116 120
133	106.00	640.00	133 135
138	189.00	650.00	135 137 138
140	365.00	639.00	140 142
142	.00	637.00	131 142 146
146	.00	636.00	133 146 228
200	.00	.00	200 201
201	.00	.00	201 202 204
202	.00	.00	202 203 206
203	.00	.00	203 208
204	.00	.00	204 205
206	.00	.00	205 206 207
208	.00	.00	207 208 210
210	.00	596.00	210 212 230
212	.00	596.00	212 214 232 234
214	280.00	596.00	214 216
216	.00	604.00	216 218 238
218	1042.00	628.00	218 224 250
224	25.00	630.00	224 228
230	.00	596.00	230 232 242

234	.00	604.00	234	236	238	
242	29.00	604.00	242	244	246	
246	.00	618.00	244	246	248	
250	.00	620.00	236	250	252	
252	107.00	620.00	248	252		
300	.00	.00	300	301	306	
301	.00	.00	301	303	310	
303	.00	.00	303	305	314	
305	.00	.00	305	306	318	
310	.00	.00	310	311		
311	.00	.00	311	320	322	
314	.00	.00	314	315		
315	.00	.00	315	322	324	
318	.00	.00	318	319		
319	.00	.00	319	324	326	
326	.00	.00	320	326	330	
330	.00	610.00	330	332	381	
332	.00	628.00	332	334	383	
334	.00	610.00	334	340	385	
340	.00	636.00	120	340	387	
400	7.00	610.00	381	401	441	
401	.00	603.00	401	402	403	
402	7.00	603.00	402	403	404	424
404	7.00	574.00	404	406		
406	7.00	556.00	406	408		
408	7.00	556.00	408	410		
410	7.00	555.00	410	412		
412	.00	555.00	412	414		
414	7.00	560.00	414	416		
416	7.00	570.00	416	418		
418	7.00	577.00	418	420	426	
420	.00	585.00	420	421	422	
421	7.00	580.00	421			
424	7.00	593.00	422	424	428	
428	6.00	604.00	426	428	430	
430	6.00	602.00	430	432		
432	6.00	590.00	432	433		
436	6.00	566.00	433	436		
440	.00	628.00	383	442		
442	7.00	620.00	441	442	444	
444	6.00	623.00	444	445		
445	6.00	623.00	445	446		
446	6.00	623.00	446	447	448	449
447	6.00	626.00	447			
448	6.00	626.00	448			
450	6.00	610.00	385	452	470	
452	7.00	617.00	449	452	454	
454	7.00	618.00	454	455	456	457
456	6.00	622.00	455	456		
457	.00	600.00	457	458	459	
458	7.00	600.00	458	459	460	
460	7.00	586.00	460	461	464	
461	6.00	602.00	461			
464	7.00	574.00	436	464	506	
470	6.00	602.00	470	472	490	
472	7.00	603.00	472	474	514	
474	7.00	604.00	474	476	510	
476	7.00	604.00	476	478	508	
478	7.00	616.00	478	480		
480	7.00	625.00	480	481	482	
482	7.00	622.00	482	484		
484	6.00	620.00	484	485	486	
485	7.00	627.00	485			
486	7.00	615.00	486	488		
488	7.00	618.00	488	489		
490	7.00	620.00	489	490	533	
500	7.00	625.00	481	502	526	
502	7.00	622.00	502	504	508	
504	7.00	592.00	504	505	507	518
505	.00	592.00	505	506	507	
510	6.00	600.00	510	512		
514	7.00	596.00	512	514	516	
516	7.00	585.00	516	518		
520	.00	636.00	387	522		
522	7.00	634.00	522	524	528	
524	6.00	630.00	524	526		

528	7.00	626.00	528	530	
530	7.00	630.00	530	532	533
532	6.00	632.00	532		

OUTPUT OPTION DATA

OUTPUT SELECTION: ALL RESULTS ARE OUTPUT EACH PERIOD
 5 VALUES ARE OUTPUT FOR MAXIMUM AND MINIMUM PRESSURES

SUPPLY ZONE DATA

THIS SYSTEM HAS MULTIPLE SUPPLY ZONES

ZONE NO. 1 IS SUPPLIED THROUGH THESE PIPES:

402
 403
 505
 507
 458
 459

SYSTEM CONFIGURATION

THIS SYSTEM HAS 137 PIPES WITH 105 JUNCTIONS , 25 LOOPS AND 9 FGNS

DATA CHANGES FOR NEXT SIMULATION

DEMAND CHANGES

DEMANDS ARE CHANGED FROM ORIGINAL VALUES BY A FACTOR = 3.30

THE FOLLOWING SPECIFIC DEMAND CHANGES ARE MADE :

JUNCTION NUMBER	DEMAND
436	700.00
460	700.00
464	1400.00
505	700.00

 SIMULATION RESULTS

THE RESULTS ARE OBTAINED AFTER 7 TRIALS WITH AN ACCURACY = .00206

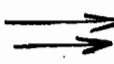
SIMULATION DESCRIPTION (LABEL)

TOWN OF ADDISON
 DWU SERVICE AREA CUT-OVER - 3 PRV STATIONS -PIPES 402 403, 458 459, 505 507
 PEAK HOUR DEMAND, NO PUMPING, EST LOW LL, FIRE FLOWS 3500 GPM AT 504,514,516,46

PIPELINE RESULTS

PIPE NO.	NODE NOS.	FLOWRATE	HEAD LOSS	PUMP HEAD	MINOR LOSS	VELOCITY	HL/1000
100	0 100	12225.20	.31	.00	.00	8.67	10.38
102	100 102	6794.14	1.40	.00	.00	4.82	3.50
104	102 104	5494.54	1.37	.00	.00	3.90	2.36
108	104 108	4920.34	5.50	.00	.00	3.49	1.92
110	108 110	4431.27	.02	.00	.00	2.01	.53
112	110 112	4431.27	.04	.00	.00	1.40	.22
116	112 116	4579.10	.27	.00	.00	1.44	.23
120	116 340	4579.10	.14	.00	.00	1.44	.23

131	102	142	1299.60	.11	.00	.00	.92	.16
133	146	133	632.26	.16	.00	.00	1.01	.36
135	133	138	282.46	.06	.00	.00	.45	.08
137	108	138	489.07	.02	.00	.00	.78	.23
138	112	138	-147.83	-.04	.00	.00	-.42	-.12
140	100	140	5431.06	1.09	.00	.00	3.85	2.31
142	140	142	4226.56	.42	.00	.00	3.00	1.45
146	142	146	5526.16	6.56	.00	.00	3.92	2.38
200	0	200	.00	.00	.00	.00	.00	.00
201	200	201	.00	.00	.00	.00	.00	.00
202	201	202	.00	.00	.00	.00	.00	.00
203	202	203	.00	.00	.00	.00	.00	.00
LINE 204	IS	CLOSED						
205	204	206	.00	.00	.00	.00	.00	.00
LINE 206	IS	CLOSED						
207	206	208	.00	.00	.00	.00	.00	.00
LINE 208	IS	CLOSED						
210	208	210	.00	.00	.00	.00	.00	.00
212	210	212	-43.03	.00	.00	.00	-.03	.00
214	212	214	43.88	.00	.00	.00	.03	.00
216	214	216	-880.12	-.08	.00	.00	-.62	-.08
218	216	218	-926.06	-.13	.00	.00	-.66	-.09
224	218	224	-4811.40	-4.54	.00	.00	-3.41	-1.85
228	224	146	-4893.90	-.57	.00	.00	-3.47	-1.90
230	210	230	43.03	.00	.00	.00	.12	.01
232	230	212	-21.67	.00	.00	.00	-.06	.00
234	212	234	-108.59	-.07	.00	.00	-.31	-.07
236	234	250	-62.64	-.05	.00	.00	-.18	-.02
238	216	234	45.94	.00	.00	.00	.13	.01
242	230	242	64.70	.03	.00	.00	.18	.03
244	242	246	-14.13	.00	.00	.00	-.04	.00
246	242	246	-16.87	.00	.00	.00	-.05	.00
248	246	252	-31.00	.00	.00	.00	-.09	-.01
250	218	250	446.74	.09	.00	.00	.71	.19
252	250	252	384.10	.14	.00	.00	.61	.14
300	0	300	.00	.00	.00	.00	.00	.00
301	300	301	-16.53	.00	.00	.00	.00	.00
303	301	303	-16.53	.00	.00	.00	.00	.00
305	303	305	-16.53	.00	.00	.00	.00	.00
306	300	305	16.53	.00	.00	.00	.00	.00
310	301	310	.00	.00	.00	.00	.00	.00
LINE 311	IS	CLOSED						
314	303	314	.00	.00	.00	.00	.00	.00
LINE 315	IS	CLOSED						
318	305	318	.00	.00	.00	.00	.00	.00
LINE 319	IS	CLOSED						
320	311	326	4.41	.00	.00	.00	.00	.00
322	311	315	-4.41	.00	.00	.00	.00	.00
324	315	319	-4.41	.00	.00	.00	.00	.00
326	319	326	-4.41	.00	.00	.00	.00	.00
330	326	330	.00	.00	.00	.00	.00	.00
332	330	332	.00	.00	.00	.00	.00	.00
334	332	334	-1170.42	-.01	.00	.00	-.37	-.02
340	334	340	-3949.53	-.52	.00	.00	-1.24	-.18
LINE 381	IS	CLOSED						
383	332	440	1170.42	.17	.00	.00	3.32	5.52
385	334	450	2779.11	.82	.00	.00	7.88	27.37
387	340	520	629.57	.38	.00	.00	4.02	12.61
401	400	401	687.48	.72	.00	.00	1.95	2.06
402	0	402	541.79	4.19	.00	17.23	13.83	279.11
403	0	402	145.69	7.17	.00	19.25	14.88	716.87
404	402	404	270.27	.24	.00	.00	.77	.37
406	404	406	247.17	.18	.00	.00	.70	.31
408	406	408	224.07	.21	.00	.00	.64	.26
410	408	410	200.97	1.31	.00	.00	1.28	1.52
412	410	412	177.87	.02	.00	.00	.50	.17
414	412	414	177.87	.52	.00	.00	1.14	1.21
416	414	416	154.77	.50	.00	.00	.99	.94
418	416	418	131.67	.53	.00	.00	.84	.70
420	418	420	-129.66	-.27	.00	.00	-.83	-.68
421	420	421	23.10	.01	.00	.00	.15	.03
422	420	424	-152.76	-.16	.00	.00	-.97	-.92
424	402	424	394.11	3.07	.00	.00	2.52	5.29
426	418	428	238.23	1.00	.00	.00	1.52	2.08
428	424	428	218.25	1.44	.00	.00	1.39	1.77
430	428	430	436.68	2.37	.00	.00	2.79	6.40



432	430	432	416.88	7.87	.00	.00	4.73	23.85
433	432	436	397.08	18.96	.00	.00	4.51	21.79
436	464	436	302.92	1.11	.00	.00	1.93	3.25
441	400	442	-710.58	-1.25	.00	.00	-2.02	-2.19
442	440	442	1170.42	1.49	.00	.00	3.32	5.52
444	442	444	436.74	1.22	.00	.00	2.79	6.40
445	444	445	416.94	.53	.00	.00	2.66	5.88
446	445	446	397.14	1.61	.00	.00	2.53	5.37
447	446	447	19.80	.01	.00	.00	.13	.02
448	446	448	19.80	.01	.00	.00	.13	.02
449	446	452	337.74	1.47	.00	.00	2.16	3.98
452	450	452	1119.24	5.68	.00	.00	4.57	12.34
454	452	454	1433.89	5.47	.00	.00	5.86	19.53
455	454	456	9.23	.00	.00	.00	.06	.01
456	454	456	10.57	.00	.00	.00	.07	.01
457	454	457	1390.99	24.62	.00	.00	8.88	54.72
458	0	458	1261.26	2.78	.00	15.26	14.31	185.29
459	0	458	129.73	5.78	.00	15.26	13.25	578.24
460	458	460	1367.89	25.99	.00	.00	8.73	53.05
461	460	461	19.80	.01	.00	.00	.13	.02
464	460	464	648.09	9.98	.00	.00	4.14	13.30
470	450	470	1640.06	4.74	.00	.00	4.65	10.31
472	470	472	1476.88	1.70	.00	.00	4.19	8.49
474	472	474	1041.31	1.29	.00	.00	2.95	4.44
476	474	476	510.36	.28	.00	.00	1.45	1.19
478	476	478	32.22	.00	.00	.00	.09	.01
480	478	480	9.12	.00	.00	.00	.03	.00
481	480	500	200.84	.02	.00	.00	.57	.21
482	480	482	-214.82	-.13	.00	.00	-.61	-.24
484	482	484	-237.92	-.09	.00	.00	-.67	-.29
485	484	485	23.10	.01	.00	.00	.15	.03
486	484	486	-280.82	-.68	.00	.00	-1.79	-2.83
488	486	488	-303.92	-.95	.00	.00	-1.94	-3.27
489	488	490	-327.02	-.94	.00	.00	-2.09	-3.75
490	470	490	143.39	.49	.00	.00	.92	.81
502	500	502	491.67	5.02	.00	.00	3.14	7.97
504	502	504	923.62	17.17	.00	.00	5.89	25.63
505	0	505	1754.83	5.12	.00	29.55	19.91	341.58
506	505	464	1054.83	19.34	.00	.00	6.73	32.78
LINE	507	IS	CLOSED					
508	476	502	455.04	5.04	.00	.00	2.90	6.91
510	474	510	507.85	.35	.00	.00	1.44	1.18
512	510	514	488.05	2.05	.00	.00	3.11	7.87
514	472	514	412.47	3.69	.00	.00	2.63	5.76
516	514	516	877.42	7.46	.00	.00	5.60	23.31
518	516	504	854.32	12.65	.00	.00	5.45	22.19
522	520	522	629.57	3.15	.00	.00	4.02	12.61
524	522	524	333.74	2.61	.00	.00	2.13	3.89
526	524	500	313.94	3.23	.00	.00	2.00	3.47
528	522	528	272.73	1.55	.00	.00	1.74	2.68
530	528	530	249.63	.68	.00	.00	1.59	2.27
532	530	532	19.80	.01	.00	.00	.13	.02
533	530	490	206.73	.80	.00	.00	1.32	1.60

JUNCTION NODE RESULTS

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
100	.00	763.69	636.00	55.33
102	.00	762.29	636.00	54.73
104	574.20	760.92	622.00	60.20
108	.00	755.42	650.00	45.68
110	.00	755.40	650.00	45.68
112	.00	755.36	650.00	45.66
116	.00	755.09	642.00	49.01
133	349.80	755.46	640.00	50.03
138	623.70	755.40	650.00	45.67
140	1204.50	762.60	639.00	53.56
142	.00	762.18	637.00	54.25
146	.00	755.62	636.00	51.84
200	.00	615.00		
201	.00	615.00		
202	.00	615.00		
203	.00	615.00		
204	.00	750.31		

206	.00	750.31		
208	.00	750.31		
210	.00	750.31	596.00	66.87
212	.00	750.31	596.00	66.87
214	924.00	750.31	596.00	66.87
216	.00	750.38	604.00	63.43
218	3438.60	750.51	628.00	53.09
224	82.50	755.05	630.00	54.19
230	.00	750.31	596.00	66.87
234	.00	750.38	604.00	63.43
242	95.70	750.28	604.00	63.39
246	.00	750.28	618.00	57.32
250	.00	750.43	620.00	56.52
252	353.10	750.28	620.00	56.46
300	.00	592.00		
301	.00	592.00		
303	.00	592.00		
305	.00	592.00		
310	.00	592.00		
311	.00	754.43		
314	.00	592.00		
315	.00	754.43		
318	.00	592.00		
319	.00	754.43		
326	.00	754.43		
330	.00	754.43	610.00	62.58
332	.00	754.43	628.00	54.78
334	.00	754.44	610.00	62.59
340	.00	754.96	636.00	51.55
400	23.10	751.52	610.00	61.33
401	.00	750.80	603.00	64.05
402	23.10	708.59	603.00	45.75
404	23.10	708.34	574.00	58.21
406	23.10	708.16	556.00	65.94
408	23.10	707.95	556.00	65.84
410	23.10	706.64	555.00	65.71
412	.00	706.63	555.00	65.70
414	23.10	706.10	560.00	63.31
416	23.10	705.61	570.00	58.76
418	23.10	705.08	577.00	55.50
420	.00	705.35	585.00	52.15
421	23.10	705.34	580.00	54.32
424	23.10	705.51	593.00	48.76
428	19.80	704.08	604.00	43.37
430	19.80	701.71	602.00	43.21
432	19.80	693.84	590.00	45.00
436	700.00	674.88	566.00	47.18
440	.00	754.26	628.00	54.71
442	23.10	752.77	620.00	57.53
444	19.80	751.55	623.00	55.71
445	19.80	751.03	623.00	55.48
446	19.80	749.41	623.00	54.78
447	19.80	749.41	626.00	53.48
448	19.80	749.41	626.00	53.48
450	19.80	753.62	610.00	62.24
452	23.10	747.94	617.00	56.74
454	23.10	742.47	618.00	53.94
456	19.80	742.47	622.00	52.21
457	.00	717.85	600.00	51.07
458	23.10	711.96	600.00	48.52
460	700.00	685.96	586.00	43.32
461	19.80	685.96	602.00	36.38
464	1400.00	675.99	574.00	44.20
470	19.80	748.88	602.00	63.65
472	23.10	747.18	603.00	62.48
474	23.10	745.89	604.00	61.49
476	23.10	745.61	604.00	61.36
478	23.10	745.61	616.00	56.16
480	23.10	745.61	625.00	52.26
482	23.10	745.73	622.00	53.62
484	19.80	745.83	620.00	54.52
485	23.10	745.82	627.00	51.49
486	23.10	746.50	615.00	56.99
488	23.10	747.45	618.00	56.10
490	23.10	748.39	620.00	55.64
500	23.10	745.59	625.00	52.25

502	23.10	740.56	622.00	51.38
504	23.10	723.39	592.00	56.94
505	700.00	695.33	592.00	44.78
510	19.80	745.54	600.00	63.07
514	23.10	743.50	596.00	63.91
516	23.10	736.04	585.00	65.45
520	.00	754.58	636.00	51.38
522	23.10	751.43	634.00	50.88
524	19.80	748.82	630.00	51.49
528	23.10	749.87	626.00	53.68
530	23.10	749.19	630.00	51.65
532	19.80	749.19	632.00	50.78

M A X I M U M A N D M I N I M U M P R E S S U R E S

M A X I M U M P R E S S U R E S

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
212	.00	750.31	596.00	66.87
210	.00	750.31	596.00	66.87
214	924.00	750.31	596.00	66.87
230	.00	750.31	596.00	66.87
406	23.10	708.16	556.00	65.94

M I N I M U M P R E S S U R E S

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
461	19.80	685.96	602.00	36.38
430	19.80	701.71	602.00	43.21
460	700.00	685.96	586.00	43.32
428	19.80	704.08	604.00	43.37
464	1400.00	675.99	574.00	44.20



- *** SYSTEM CAN NOT MAINTAIN THE PRESSURE SET FOR THE PRV IN LINE 458
- *** SYSTEM CAN NOT MAINTAIN THE PRESSURE SET FOR THE PRV IN LINE 459
- *** SYSTEM CAN NOT MAINTAIN THE PRESSURE SET FOR THE PRV IN LINE 505
- *** SYSTEM CAN NOT MAINTAIN THE PRESSURE SET FOR THE PRV IN LINE 507

S U M M A R Y O F I N F L O W S A N D O U T F L O W S

- (+) INFLOWS INTO THE SYSTEM FROM FIXED GRADE NODES
- (-) OUTFLOWS FROM THE SYSTEM INTO FIXED GRADE NODES

PIPE NUMBER	FLOWRATE
100	12225.20
200	.00
300	.00

NET SYSTEM INFLOW = 12225.20
NET SYSTEM OUTFLOW = .00
NET SYSTEM DEMAND = 12225.19

**** KYPIPE SIMULATION COMPLETED ****

DATE: 10/24/1993
TIME: 15:59:25

***** K Y P I P E *****
* University of Kentucky Hydraulic Analysis Program *
* for the Distribution of Pressure and Flows in Pipe Network Systems *
* FORTRAN VERSION - 3.40 (01/02/91) *

DATE: 10/24/1993
TIME: 16: 9:23

*1000 gpm Fire Flow
in Reduced Pressure Area
on Bellbrook*

INPUT DATA FILENAME ----- ADD.I17
TABULATED OUTPUT FILENAME ----- ADD.017

SUMMARY OF ORIGINAL DATA

U N I T S S P E C I F I E D

FLOWRATE IS EXPRESSED IN GPM AND PRESSURE IN PSIG

P R V D A T A

THERE IS A PRV AT JUNCTION	401 FOR LINE	402 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	401 FOR LINE	403 SET AT A GRADE OF	735.00
THERE IS A PRV AT JUNCTION	457 FOR LINE	458 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	457 FOR LINE	459 SET AT A GRADE OF	733.00
THERE IS A PRV AT JUNCTION	504 FOR LINE	505 SET AT A GRADE OF	730.00
THERE IS A PRV AT JUNCTION	504 FOR LINE	507 SET AT A GRADE OF	735.00

O U T P U T O P T I O N D A T A

OUTPUT SELECTION: ALL RESULTS ARE OUTPUT EACH PERIOD
5 VALUES ARE OUTPUT FOR MAXIMUM AND MINIMUM PRESSURES

S U P P L Y Z O N E D A T A

THIS SYSTEM HAS MULTIPLE SUPPLY ZONES

ZONE NO. 1 IS SUPPLIED THROUGH THESE PIPES:

402
403
505
507
458
459

S Y S T E M C O N F I G U R A T I O N

THIS SYSTEM HAS 137 PIPES WITH 105 JUNCTIONS , 25 LOOPS AND 9 FGNS

D A T A C H A N G E S F O R N E X T S I M U L A T I O N

D E M A N D C H A N G E S

DEMANDS ARE CHANGED FROM ORIGINAL VALUES BY A FACTOR = 3.30

THE FOLLOWING SPECIFIC DEMAND CHANGES ARE MADE :
JUNCTION NUMBER DEMAND

 SIMULATION RESULTS

THE RESULTS ARE OBTAINED AFTER 6 TRIALS WITH AN ACCURACY = .00373

S I M U L A T I O N D E S C R I P T I O N (L A B E L)

TOWN OF ADDISON
 DWU SERVICE AREA CUT-OVER - 3 PRV STATIONS - PIPES 402,403 458,459 505,507
 PEAK HOUR DEMAND, NO PUMPING, EST LOW LL, FIRE FLOW 1000 GPM AT 414

P I P E L I N E R E S U L T S

PIPE NO.	NODE NOS.	FLOWRATE	HEAD LOSS	PUMP	HEAD	MINOR LOSS	VELOCITY	HL/1000
100	0 100	9768.10	.21	.00	.00	.00	6.93	6.85
102	100 102	5350.18	.90	.00	.00	.00	3.79	2.25
104	102 104	4133.44	.81	.00	.00	.00	2.93	1.39
108	104 108	3559.24	3.02	.00	.00	.00	2.52	1.06
110	108 110	2363.85	.01	.00	.00	.00	1.07	.17
112	110 112	2363.85	.01	.00	.00	.00	.75	.07
116	112 116	2122.00	.07	.00	.00	.00	.67	.06
120	116 340	2122.00	.03	.00	.00	.00	.67	.06
131	102 142	1216.75	.10	.00	.00	.00	.86	.14
133	146 133	-463.74	-.09	.00	.00	.00	-.74	-.21
135	133 138	-813.54	-.42	.00	.00	.00	-1.30	-.58
137	108 138	1195.39	.11	.00	.00	.00	1.91	1.18
138	112 138	241.85	.09	.00	.00	.00	.69	.30
140	100 140	4417.92	.74	.00	.00	.00	3.13	1.58
142	140 142	3213.42	.25	.00	.00	.00	2.28	.87
146	142 146	4430.16	4.36	.00	.00	.00	3.14	1.58
200	0 200	.00	.00	.00	.00	.00	.00	.00
201	200 201	.00	.00	.00	.00	.00	.00	.00
202	201 202	.00	.00	.00	.00	.00	.00	.00
203	202 203	.00	.00	.00	.00	.00	.00	.00
LINE 204	IS CLOSED							
205	204 206	.00	.00	.00	.00	.00	.00	.00
LINE 206	IS CLOSED							
207	206 208	.00	.00	.00	.00	.00	.00	.00
LINE 208	IS CLOSED							
210	208 210	.00	.00	.00	.00	.00	.00	.00
212	210 212	-63.37	.00	.00	.00	.00	-.04	.00
214	212 214	44.12	.00	.00	.00	.00	.03	.00
216	214 216	-879.88	-.08	.00	.00	.00	-.62	-.08
218	216 218	-925.71	-.13	.00	.00	.00	-.66	-.09
224	218 224	-4811.40	-4.54	.00	.00	.00	-3.41	-1.85
228	224 146	-4893.90	-.57	.00	.00	.00	-3.47	-1.90
230	210 230	63.37	.00	.00	.00	.00	.18	.02
232	230 212	-1.14	.00	.00	.00	.00	.00	.00
234	212 234	-108.64	-.07	.00	.00	.00	-.31	-.07
236	234 250	-62.80	-.05	.00	.00	.00	-.18	-.02
238	216 234	45.83	.00	.00	.00	.00	.13	.01
242	230 242	64.51	.03	.00	.00	.00	.18	.03
244	242 246	-14.58	.00	.00	.00	.00	-.04	.00
246	242 246	-16.60	.00	.00	.00	.00	-.05	.00
248	246 252	-31.19	.00	.00	.00	.00	-.09	-.01
250	218 250	447.09	.09	.00	.00	.00	.71	.19
252	250 252	384.29	.14	.00	.00	.00	.61	.14
300	0 300	.00	.00	.00	.00	.00	.00	.00
301	300 301	-35.93	.00	.00	.00	.00	-.01	.00
303	301 303	-35.93	.00	.00	.00	.00	-.01	.00
305	303 305	-35.93	.00	.00	.00	.00	-.01	.00
306	300 305	35.93	.00	.00	.00	.00	.01	.00
310	301 310	.00	.00	.00	.00	.00	.00	.00
LINE 311	IS CLOSED							
314	303 314	.00	.00	.00	.00	.00	.00	.00
LINE 315	IS CLOSED							
318	305 318	.00	.00	.00	.00	.00	.00	.00
LINE 319	IS CLOSED							

320	311	326	9.58	.00	.00	.00	.00	.00	.00
322	311	315	-9.58	.00	.00	.00	.00	.00	.00
324	315	319	-9.58	.00	.00	.00	.00	.00	.00
326	319	326	-9.58	.00	.00	.00	.00	.00	.00
330	326	330	.00	.00	.00	.00	.00	.00	.00
332	330	332	.00	.00	.00	.00	.00	.00	.00
334	332	334	-916.54	-.01	.00	.00	.00	-.29	-.01
340	334	340	-1879.41	-.13	.00	.00	.00	-.59	-.04
LINE	381	IS	CLOSED						
383	332	440	916.54	.11	.00	.00	.00	2.60	3.51
385	334	450	962.87	.12	.00	.00	.00	2.73	3.84
387	340	520	242.59	.06	.00	.00	.00	1.55	2.16
401	400	401	851.36	1.07	.00	.00	.00	2.41	3.06
402	0	402	675.73	6.30	.00	26.80	.00	17.25	420.22
403	0	402	175.63	10.13	.00	27.97	.00	17.94	1013.36
404	402	404	586.75	1.03	.00	.00	.00	1.66	1.54
406	404	406	563.65	.81	.00	.00	.00	1.60	1.43
408	406	408	540.55	1.10	.00	.00	.00	1.53	1.32
410	408	410	517.45	7.54	.00	.00	.00	3.30	8.77
412	410	412	494.35	.10	.00	.00	.00	1.40	1.12
414	412	414	494.35	3.46	.00	.00	.00	3.16	8.06
416	414	416	-505.65	-4.45	.00	.00	.00	-3.23	-8.40
418	416	418	-528.75	-6.93	.00	.00	.00	-3.37	-9.12
420	418	420	-251.95	-.92	.00	.00	.00	-1.61	-2.31
421	420	421	23.10	.01	.00	.00	.00	.15	.03
422	420	424	-275.05	-.49	.00	.00	.00	-1.76	-2.72
424	402	424	241.51	1.24	.00	.00	.00	1.54	2.14
426	418	428	-299.90	-1.53	.00	.00	.00	-1.91	-3.19
428	424	428	-56.63	-.12	.00	.00	.00	-.36	-.15
430	428	430	-376.34	-1.80	.00	.00	.00	-2.40	-4.86
432	430	432	-396.14	-7.16	.00	.00	.00	-4.49	-21.70
433	432	436	-415.94	-20.66	.00	.00	.00	-4.72	-23.75
436	464	436	435.74	2.17	.00	.00	.00	2.78	6.38
441	400	442	-874.46	-1.83	.00	.00	.00	-2.48	-3.22
442	440	442	916.54	.95	.00	.00	.00	2.60	3.51
444	442	444	18.97	.00	.00	.00	.00	.12	.02
445	444	445	-.83	.00	.00	.00	.00	-.01	.00
446	445	446	-20.63	-.01	.00	.00	.00	-.13	-.02
447	446	447	19.80	.01	.00	.00	.00	.13	.02
448	446	448	19.80	.01	.00	.00	.00	.13	.02
449	446	452	-80.03	-.10	.00	.00	.00	-.51	-.28
452	450	452	399.16	.84	.00	.00	.00	1.63	1.83
454	452	454	296.03	.29	.00	.00	.00	1.21	1.05
455	454	456	9.23	.00	.00	.00	.00	.06	.01
456	454	456	10.57	.00	.00	.00	.00	.07	.01
457	454	457	253.13	1.05	.00	.00	.00	1.62	2.33
458	0	458	201.39	.09	.00	.00	.00	2.29	6.20
459	0	458	51.75	1.05	.00	2.43	.00	5.28	105.41
460	458	460	230.03	.96	.00	.00	.00	1.47	1.95
461	460	461	19.80	.01	.00	.00	.00	.13	.02
464	460	464	187.13	1.00	.00	.00	.00	1.19	1.33
470	450	470	543.91	.61	.00	.00	.00	1.54	1.33
472	470	472	442.29	.18	.00	.00	.00	1.25	.91
474	472	474	321.47	.15	.00	.00	.00	.91	.50
476	474	476	188.62	.05	.00	.00	.00	.54	.19
478	476	478	78.43	.01	.00	.00	.00	.22	.04
480	478	480	55.33	.01	.00	.00	.00	.16	.02
481	480	500	22.48	.00	.00	.00	.00	.06	.00
482	480	482	9.75	.00	.00	.00	.00	.03	.00
484	482	484	-13.35	.00	.00	.00	.00	-.04	.00
485	484	485	23.10	.01	.00	.00	.00	.15	.03
486	484	486	-56.25	-.03	.00	.00	.00	-.36	-.14
488	486	488	-79.35	-.08	.00	.00	.00	-.51	-.27
489	488	490	-102.45	-.11	.00	.00	.00	-.65	-.44
490	470	490	81.82	.17	.00	.00	.00	.52	.29
502	500	502	89.34	.21	.00	.00	.00	.57	.34
504	502	504	153.34	.62	.00	.00	.00	.98	.92
505	0	505	271.70	.16	.00	.00	.00	.71	3.08
506	505	464	271.70	1.57	.00	.00	.00	1.73	10.79
LINE	507	IS	CLOSED						
508	476	502	87.10	.24	.00	.00	.00	.56	.32
510	474	510	109.75	.02	.00	.00	.00	.31	.07
512	510	514	89.95	.09	.00	.00	.00	.57	.34
514	472	514	97.71	.26	.00	.00	.00	.62	.40
516	514	516	164.57	.34	.00	.00	.00	1.05	1.05
518	516	504	141.47	.45	.00	.00	.00	.90	.79



522	520	522	242.59	.54	.00	.00	1.55	2.16
524	522	524	109.76	.33	.00	.00	.70	.50
526	524	500	89.96	.32	.00	.00	.57	.34
528	522	528	109.73	.29	.00	.00	.70	.50
530	528	530	86.63	.10	.00	.00	.55	.32
532	530	532	19.80	.01	.00	.00	.13	.02
533	530	490	43.73	.05	.00	.00	.28	.09

JUNCTION NODE RESULTS

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
100	.00	763.79	636.00	55.38
102	.00	762.90	636.00	54.99
104	574.20	762.09	622.00	60.70
108	.00	759.07	650.00	47.26
110	.00	759.06	650.00	47.26
112	.00	759.05	650.00	47.26
116	.00	758.99	642.00	50.69
133	349.80	758.54	640.00	51.37
138	623.70	758.96	650.00	47.22
140	1204.50	763.05	639.00	53.76
142	.00	762.80	637.00	54.51
146	.00	758.45	636.00	53.06
200	.00	615.00		
201	.00	615.00		
202	.00	615.00		
203	.00	615.00		
204	.00	753.13		
206	.00	753.13		
208	.00	753.13		
210	.00	753.13	596.00	68.09
212	.00	753.13	596.00	68.09
214	924.00	753.13	596.00	68.09
216	.00	753.20	604.00	64.66
218	3438.60	753.33	628.00	54.31
224	82.50	757.87	630.00	55.41
230	.00	753.13	596.00	68.09
234	.00	753.20	604.00	64.65
242	95.70	753.10	604.00	64.61
246	.00	753.10	618.00	58.54
250	.00	753.25	620.00	57.74
252	353.10	753.10	620.00	57.68
300	.00	592.00		
301	.00	592.00		
303	.00	592.00		
305	.00	592.00		
310	.00	592.00		
311	.00	758.81		
314	.00	592.00		
315	.00	758.81		
318	.00	592.00		
319	.00	758.81		
326	.00	758.81		
330	.00	758.81	610.00	64.49
332	.00	758.81	628.00	56.69
334	.00	758.82	610.00	64.49
340	.00	758.95	636.00	53.28
400	23.10	755.93	610.00	63.24
401	.00	754.86	603.00	65.80
402	23.10	696.90	603.00	40.69
404	23.10	695.87	574.00	52.81
406	23.10	695.06	556.00	60.26
408	23.10	693.96	556.00	59.78
410	23.10	686.42	555.00	56.95
412	.00	686.32	555.00	56.91
414	1000.00	682.86	560.00	53.24
416	23.10	687.31	570.00	50.83
418	23.10	694.24	577.00	50.81
420	.00	695.17	585.00	47.74
421	23.10	695.16	580.00	49.90
424	23.10	695.66	593.00	44.49
428	19.80	695.78	604.00	39.77
430	19.80	697.57	602.00	41.42
432	19.80	704.73	590.00	49.72

436	19.80	725.39	566.00	69.07
440	.00	758.71	628.00	56.64
442	23.10	757.76	620.00	59.70
444	19.80	757.76	623.00	58.39
445	19.80	757.76	623.00	58.39
446	19.80	757.76	623.00	58.40
447	19.80	757.76	626.00	57.09
448	19.80	757.76	626.00	57.10
450	19.80	758.71	610.00	64.44
452	23.10	757.87	617.00	61.04
454	23.10	757.57	618.00	60.48
456	19.80	757.57	622.00	58.75
457	.00	756.52	600.00	67.83
458	23.10	729.52	600.00	56.12
460	23.10	728.56	586.00	61.78
461	19.80	728.55	602.00	54.84
464	23.10	727.56	574.00	66.54
470	19.80	758.09	602.00	67.64
472	23.10	757.91	603.00	67.13
474	23.10	757.77	604.00	66.63
476	23.10	757.72	604.00	66.61
478	23.10	757.71	616.00	61.41
480	23.10	757.70	625.00	57.50
482	23.10	757.70	622.00	58.80
484	19.80	757.70	620.00	59.67
485	23.10	757.69	627.00	56.63
486	23.10	757.73	615.00	61.85
488	23.10	757.81	618.00	60.58
490	23.10	757.92	620.00	59.77
500	23.10	757.70	625.00	57.50
502	23.10	757.48	622.00	58.71
504	23.10	756.87	592.00	71.44
505	.00	729.13	592.00	59.42
510	19.80	757.74	600.00	68.36
514	23.10	757.66	596.00	70.05
516	23.10	757.32	585.00	74.67
520	.00	758.89	636.00	53.25
522	23.10	758.35	634.00	53.88
524	19.80	758.02	630.00	55.47
528	23.10	758.06	626.00	57.23
530	23.10	757.97	630.00	55.45
532	19.80	757.96	632.00	54.58

M A X I M U M A N D M I N I M U M P R E S S U R E S

M A X I M U M P R E S S U R E S

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
516	23.10	757.32	585.00	74.67
504	23.10	756.87	592.00	71.44
514	23.10	757.66	596.00	70.05
436	19.80	725.39	566.00	69.07
510	19.80	757.74	600.00	68.36

M I N I M U M P R E S S U R E S

JUNCTION NUMBER	DEMAND	GRADE LINE	ELEVATION	PRESSURE
428	19.80	695.78	604.00	39.77
402	23.10	696.90	603.00	40.69
430	19.80	697.57	602.00	41.42
424	23.10	695.66	593.00	44.49
138	623.70	758.96	650.00	47.22

S U M M A R Y O F I N F L O W S A N D O U T F L O W S

{+} INFLOWS INTO THE SYSTEM FROM FIXED GRADE NODES
 {-} OUTFLOWS FROM THE SYSTEM INTO FIXED GRADE NODES

PIPE NUMBER FLOWRATE
 100 9768.10

200
300

.00
.00

NET SYSTEM INFLOW = 9768.10
NET SYSTEM OUTFLOW = .00
NET SYSTEM DEMAND = 9768.09

**** KYPIPE SIMULATION COMPLETED ****

DATE: 10/24/1993
TIME: 16: 9:29

Oed

WATER/SEWER RATES EFF 10/16/93

CLASSIFICATION	BILL CODES WATER/SEWER	SIZE IN INCHES	MINIMUM WATER RATE	MINIMUM SEWER RATE	TOTAL MINIMUM MONTHLY BILL	VOL FOR MINIMUM
SINGLE FAMILY (8,000 GAL MAX SEWER)	3A10/1A00	5/8	7.35	10.10	17.45	2,000
	3A20/1A00	3/4				
	3A30/1A00	1				
RES SANITATION SVC	2S10/0003				+12.00	
MULTI-FAMILY	3B10/1B00	5/8	44.35	57.65	102.00	15,000
	3B20/1B00	3/4				
	3B30/1B00	1				
	3B40/1B00	1 1/2				
	3B50/1B00	2				
	3B60/1B00	3				
	3B70/1B00	4				
	3B80/1B00	6				
MUNICIPAL/SCHOOLS	3C10/1C00	5/8	58.40	76.00	134.40	20,000
	3C20/1C00	3/4				
	3C30/1C00	1				
	3C40/1C00	1 1/2				
	3C50/1C00	2				
	3C60/1C00	3				
	3C70/1C00	4				
	3C80/1C00	6				
COMMERCIAL LARGE	3D50/1D00	2	107.35	138.15	245.50	37,000
	3D60/1D00	3				
	3D70/1D00	4				
	3D80/1D00	6				
	3D90/1D00	8				
COMMERCIAL SMALL	3E10/1E00	5/8	10.40	17.71	28.11	3,000
	3E20/1E00	3/4				
	3E30/1E00	1				
	3E40/1E00	1 1/2				
INDUSTRIAL LARGE	3F50/1F00	2	235.95	295.55	531.50	80,000
	3F60/1F00	3				
	3F70/1F00	4				
	3F80/1F00	6				
	3F90/1F00	8				
INDUSTRIAL SMALL	3G10/1G00	5/8	9.50	13.75	23.25	3,000
	3G20/1G00	3/4				
	3G30/1G00	1				
	3G40/1G00	1 1/2				
HOTEL/MOTEL	3H10/1H00	5/8	235.55	295.55	531.10	80,000
	3H20/1H00	3/4				
	3H30/1H00	1				
	3H40/1H00	1 1/2				
	3H50/1H00	2				
	3H60/1H00	3				
	3H70/1H00	4				
	3H80/1H00	6				
	3H90/1H00	8				

CLASSIFICATION	BILL CODES WATER/SEWER	SIZE IN INCHES	MINIMUM WATER RATE	MINIMUM SEWER RATE	TOTAL MINIMUM MONTHLY BILL	VOL FOR MINIMUM
IRRIGATION LARGE	3150/NONE	2	73.84	NONE	73.84	27,000
	3160/NONE	3				
IRRIGATION SMALL	3J10/NONE	5/8	15.20		15.20	5,000
	3J20/NONE	3/4				
	3J30/NONE	1				
	3J40/NONE	1 1/2				
FIRE METERS	3K00/NONE	VARIABLES	24.10	NONE	24.10	8,000

CHARGE PER 1000 GAL BEYOND MINIMUM USAGE	WATER	1.47 (.00147)
	SEWER	3.67 (.00367)

COMMERCIAL ACCOUNTS DO NOT HAVE A LIMIT ON SEWER CHARGES & ARE NOT CHARGED FOR SANITATION SERVICE BY THE CITY

HISTORY OF INCREASES

11-88 25%

11-93 18-28% (WATER COST DOWN & SEWER COST UP DUE TO SEWER TUNNEL PROJECT WITH FARMERS BRANCH)

DEPOSIT INFORMATION

COMMERCIAL ACCOUNTS = 2 TIMES THE AVERAGE CONSUMPTION WITH A \$100 MINIMUM

COMMERCIAL IRR = \$100

FIRE METERS = \$50

RES DOMESTIC/IRR = \$50 PER EACH INDIVIDUAL METER

SIZE FIELD IN METER INVENTORY SCREEN & ALERT CODE FOR ACCOUNT SET UP TO SYSTEM

METER SIZE	CODE	ALERT CODE	DESCRIPTION
5/8" .625	1	01	IRRIGATION
3/4" .75	2	02	FIRE METER
1"	3	03	TOWN ACCT
1 1/2"	4	04	DOMESTIC
2"	5	05	SANITATION ONLY
3"	6	06	SPECIAL
4"	7		
6"	8		
8"	9		

JOHN M. HILL
ATTORNEY AT LAW
6517 HILLCREST AVENUE • SUITE 315
DALLAS, TEXAS 75205
TELEPHONE (214) 696-8646
FAX (214) 696-8647

October 4, 1993

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
16801 Westgrove Dr.
P.O. Box 144
Addison, Texas 75001

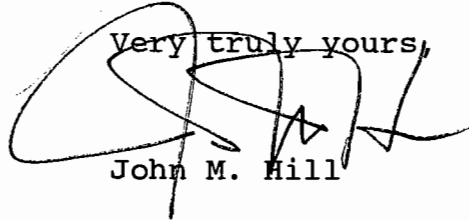
Re: Wastewater Discharge Ordinance

Dear John:

Enclosed please find a final, revised copy of the wastewater discharge ordinance adopted by the City Council last week. I have made the changes to the ordinance as we discussed this morning.

Please let me know if you have any questions or comments.

Very truly yours,



John M. Hill

/jmh
Enclosure

cc: Mr. Kenneth C. Dippel

*Hold until either
John or Keith approves
destruction.*

*Diana -
This is a copy
of the ordinance
approved & corrected
for industrial
waste.
I need an executed
copy to send
to Dallas*

5. Section 18-165.4(D) provides that a culpable mental state is not necessary to establish an offense under Division 6. The Texas Court of Criminal Appeals, in Honeycutt v. State, 627 S.W.2d 417 (1981) concluded that a municipality could not do away with a mental state in an ordinance (because §1.03(b) of the Penal Code provides that the provisions of the Penal Code apply to "offenses defined by other laws, unless the statute defining the offense provides otherwise", and §6.02, Penal Code, requires a mental state). Therefore, I have left this subsection in, but you should be aware that a mental state will still be required in prosecuting any action under Division 6.

6. The term "City" is used to describe the Town of Addison in the Charter and it appears elsewhere in the Code. Therefore, I have used the word "City" to describe the Town, and have defined the City of Dallas as "Dallas".

7. There is nothing in the draft ordinance you provided me concerning Section 18-171 relating to inspection, surveillance and monitoring. Does the City want to delete this Section (the ordinance as drafted deletes it in its entirety)?

8. There are certain terms which are defined but are not used anywhere in the ordinance (e.g. "backflow prevention device", "COD", "composite samples", "cross connection", "developer", "grab sample", "properly shredded garbage", and "standard size wastewater main"). Should these be left in or deleted?

I am going to check today to make sure that all of the cross references in the ordinance from one section to another are correct. I will call you this afternoon or tomorrow morning if any of the cross references need to be changed, or if any other corrections need to be made.

After you have had an opportunity to review the ordinance, please let me know if you have any questions or comments.

Very truly yours,

John M. Hill

/jmh
Enclosure

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 18, UTILITIES, OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING ARTICLE III, DIVISION 6 OF THE SAID CODE RELATING TO GENERAL DISCHARGE OF POLLUTANTS BY: (1) AMENDING SECTION 18-165 RELATING TO THE DEFINITION OF TERMS; (2) ADDING REGULATIONS REGARDING THE CONTROL OF ACCESS TO THE WASTEWATER SYSTEM; (3) REQUIRING AN INDEMNITY AGREEMENT AND WAIVER FOR WASTEWATER SERVICE WHERE THERE EXISTS A HIGH RISK OF FLOODING AND OVERFLOW; (4) AMENDING THE ENFORCEMENT PROVISIONS; (5) AMENDING THE REGULATIONS RELATING TO CERTAIN WASTES PROHIBITED IN THE WASTEWATER SYSTEM, REVISING THE ACCEPTABLE DISCHARGE CONCENTRATIONS OF BIOLOGICAL OXYGEN DEMAND AND SUSPENDED SOLIDS, AND PROVIDING FOR DEFENSES TO ENFORCEMENT ACTIONS IN CASES OF DISCHARGE DUE TO UPSET OR BYPASS; (6) ADDING PROVISIONS RELATING TO WASTE DISPOSAL THROUGH VEHICLES, GREASE TRAPS OR OTHER MEANS; (7) AMENDING THE REGULATIONS RELATING TO RIGHT OF ENTRY ON PRIVATE PROPERTY TO ENFORCE THE ORDINANCE; (8) AMENDING THE REGULATIONS RELATING TO THE REQUIREMENT OF A PERMIT FOR A DISCHARGE OF INDUSTRIAL WASTE; (9) AMENDING THE REGULATIONS RELATING TO THE DENIAL OR SUSPENSION OF A PERMIT; (10) ADDING REQUIREMENTS RELATING TO PRETREATMENT OF WASTE; (11) ADDING STANDARDS RELATING TO INDUSTRIAL WASTE CONCENTRATIONS AND REQUIRING SAMPLING FEES; (12) ADDING REQUIREMENTS FOR AN INSPECTION CHAMBER OR MANHOLE FOR A PERSON DISCHARGING INDUSTRIAL WASTE INTO THE WASTEWATER SYSTEM; (13) ADDING STANDARDS FOR MEASUREMENT OF WASTE VOLUME; (14) ADDING REQUIREMENTS FOR THE SAMPLING OF WASTE; (15) ADDING REGULATIONS PROVIDING FOR DISCHARGES BY WASTE MANAGEMENT OPERATORS ONLY AT POINTS DESIGNATED BY THE DIRECTOR OF PUBLIC WORKS, AND; (16) ADDING A PROHIBITION OF THE DEPOSIT OR DISCHARGE OF CERTAIN MATERIAL INTO THE WASTEWATER SYSTEM OR STORM SEWER; MAKING CERTAIN SEMANTIC, GRAMMATICAL, AND STRUCTURAL CHANGES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND PRESERVING ALL OTHER PARTS OF THE SAID CHAPTER 18; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Dallas, Texas ("Dallas") has provided facilities for the collection and treatment of sewage to promote the health, safety and convenience of the people served by such facilities and for the safeguarding of water resources common to all; and

WHEREAS, certain sewage of the Town of Addison, Texas (the "City") flows into Dallas' wastewater system; and

WHEREAS, proper protection and operation of the collection facilities may require either the excluding, pretreatment or controlled discharge at point of origin of certain types of quantities of industrial wastes; and

WHEREAS, this Ordinance enables the City to comply with all applicable state and federal laws required by the Clean Water Act of 1977 and providing for the use of methods specified in 40 CFR, Part 136 Sampling Industrial Waste Discharge.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That the Code of Ordinances of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and that all other chapters, divisions, articles, sections, paragraphs, sentences, phrases and words of the said Code are not amended but are hereby ratified, verified, approved and affirmed:

A. That Chapter 18 (Utilities), Article III, Division 6 of the said Code of Ordinances regulating generally the discharge of certain pollutants into the City's wastewater system is hereby amended in its entirety so that it shall hereafter read as follows:

Sec. 18-165.1 [~~Sec. 18-165~~]. Definitions.

(1) Amenable to treatment means that [~~refers to~~] a substance [~~that~~]:

(a) does not damage or interfere with the operations of the wastewater system [~~facilities~~];

(b) is acceptable for stream discharge and normal sludge disposal methods used by Dallas [~~is susceptible to reduction in concentration by treatment provided in the Town's or the City of Dallas' wastewater treatment plant, to a level which is acceptable for discharge into a stream~~]; and

(c) does not pose a health or safety threat to City or Dallas employees or contractors performing work in the wastewater system [~~is acceptable for sludge disposal~~].

(2) Applicant means a person who makes application to receive a service from the Department.

(3) [~~2~~] BOD (~~denoting~~ biochemical oxygen demand) means the quantity of oxygen, expressed in mg/L, utilized in the biochemical oxidation of organic matter by standard methods procedure in five (5) days at twenty (20) degrees Centigrade.

(4) [~~3~~] Building [~~house~~] drain means that part of the lowest horizontal piping of a drainage system that

[which] receives [the] wastewater discharge from [wastes and] drainage pipes within a [the wall of the] building, and conveys it to the building lateral which begins two (2) [~~sewer, beginning three (3)~~] feet outside the inner face of the building wall or foundation.

(5)[~~(4)~~] Building [~~(house) sewer] lateral~~ means the conduit or pipe extending [extension] from the building drain to the wastewater service line [sewer lateral] at the property line or other lawful place of disposal [~~(also called house lateral and house connection)]~~.

(6) Bypass means the intentional diversion of industrial waste from any portion of an industrial user's treatment facility.

(7)[~~(5)~~] City means the Town of Addison [City of Dallas], Texas.

(8) City attorney means the city attorney of the City, or the City attorney's authorized assistants.

(9) City council means the governing body of the City.

[~~(7) City environmental health officer means the environmental health officer of the city appointed by the city manager, or his authorized representative.~~]

(10) City manager means the city manager of the City, or the City manager's authorized assistants.

(11)[~~(9)~~] COD ([~~denoting~~] chemical oxygen demand) means [is] the measure of the oxygen consuming capacity, expressed in mg/L. The term [is] is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. The term [is] does not differentiate between stable and unstable organic matter and [thus] does not necessarily correlate with biochemical oxygen demand.

(12)[~~(8)~~] Composite samples means samples collected [~~composited~~] during a period of time exceeding fifteen (15) minutes and combined into one sample.

(13) Control Authority means that term as defined in 40 Code of Federal Regulations, Part 403.12 to designate the Director of Dallas Water Utilities along with the City's Director for decisions affecting the City's wastewater going to Dallas' treatment plants.

(14) Customer means a person who:

(A) is the customer of record;

(B) has made application for a service, and the service has been provided or made available by the department at

the location specified in the application pending final approval of the application; or

(C) actually uses, receives, or benefits from a service, even though no account for service may exist or no application for service may have been made in that person's name.

- (15) Customer of record means a person who has an account in that person's name with the department for a service, based upon an application made with and approved by the Director.
- (16) Department means the Public Works Department of the City.
- (17) Dallas means the City of Dallas, Texas.
- (18) ~~(10)~~ Director means the Director of the [water utilities] department [of the City] or [his] the Director's authorized assistants and representatives.
- (19) ~~(11)~~ Floatable grease means grease, oil or fat in a physical state such that it will separate or stratify by gravity in wastewater.
- (20) Environmental health officer means the environmental health officer of the City appointed by the City manager or the City manager's authorized representative.
- (21) ~~(12)~~ Garbage means animal and vegetable wastes and residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.
- (22) Governmental entity means the United States, the State of Texas, any county, any municipal corporation, town, or village other than the City, any school, college or hospital district, any district or authority created and existing under Article XVI, Section 59 or Article III, Section 52 of the Texas Constitution, any other entity considered a political subdivision of the State of Texas under State law, and any lawfully created and existing agencies of these governmental entities.
- (23) ~~(13)~~ Grab sample means a sample[s] taken during a period of fifteen (15) minutes or less.
- (24) ~~(14)~~ Grease means fatty acids, soaps, fats, waxes, petroleum products, oil, and any material that [which] is extractable by hexane or freon solvent from an acidified sample and that [which] is not volatilized during evaporation of the solvent.
- (25) ~~(15)~~ Industrial surcharge means the additional charge made to a person or industry [on these persons] who

discharges into the wastewater system [~~sanitary sewer,~~] industrial waste[s] that is [~~which are~~] amenable to treatment by the [~~city's~~] wastewater system [~~treatment process~~] but that [~~which~~] exceeds the [~~normal~~] strength of normal wastewater.

(26)[~~(16)~~] *Industrial user* means an industry that discharges wastewater into the [~~city's or town's sanitary sewers or~~] wastewater system [~~treatment plants~~].

(27)[~~(17)~~] *Industrial waste* means [~~all~~] wastewater or other water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or normal domestic sewage.

(28)[~~(18)~~] *Industry* means a person or establishment that is recognized and identified in the Standard Industrial Classification Manual, 1987 [~~1972~~], Executive Office of the President: Office of Management and Budget.

(29)[~~(19)~~] *Interference* means the term as defined in Chapter 40, Code of Federal Regulations, Part 403.3(i), as amended [~~inhibition or disruption of the city's or town's wastewater sewer system, treatment processes, or operations which contributes to a violation of any requirements of Dallas' federal effluent discharge permit~~].

(30) *Mayor* means the mayor of the City.

(31) *MGD* means million gallons per day.

(32)[~~(20)~~] MGL (Milligrams per liter) (mg/L) is a weight per volume concentration; the milligram-per-liter value multiplied by the factor 8.34 is equivalent to pounds of constituent per million gallons of water.

(33)[~~(21)~~] *National categorical pretreatment standards* means the national pretreatment standards imposed upon [~~on~~] existing or new industrial users in specific industrial subcategories, specifying [~~which specify~~] the quantities or concentrations of pollutants or pollutant properties that [~~which~~] may be discharged or introduced into [~~to~~] a wastewater treatment plant.

(34)[~~(22)~~] *National pretreatment standards* means any [~~wastewater quality discharge~~] pretreatment regulations containing pollutant discharge limits [~~standards~~] that have been established or will be established for industrial users [~~categories~~] by the United States Environmental Protection Agency.

- (35) ~~(24)~~ Normal domestic wastewater means wastewater ~~[water-borne wastes]~~ normally discharged ~~[discharging]~~ from the commodes or sanitary conveniences of dwellings~~[7]~~ (including apartment houses and hotels), office buildings, factories and institutions, free from storm or ground ~~[surfaee]~~ water and industrial waste~~[s]~~.
- (36) ~~(23)~~ Normal wastewater ~~[domestic sewerage]~~ means wastewater of the City ~~["normal" sewerage for Dallas]~~ for which the average concentration of suspended solids and five-day BOD is established at and does not exceed ~~[two hundred fifty]~~ ~~[+]250[+]~~ mg/L~~[17]~~ ~~[each on the basis of the normal daily contribution of 21/100ths pounds per capita]~~.
- (37) Obstruct means to:
- (A) make passage impossible or unreasonably inconvenient or hazardous; or
- (B) interfere or cause interference with a specific activity in order to prevent the activity from starting, continuing or concluding.
- (38) ~~(29)~~ Pass through means the discharge of pollutants through the C[er]ity's or Dallas' ~~[town's]~~ wastewater ~~[sewer]~~ system, treatment processes, or operations into navigable waters in quantities or concentrations that alone or in conjunction with a discharge or discharges from other sources, is a cause in whole or in part of a violation of any requirement of Dallas' federal or State effluent discharge permits including an increase in the magnitude or duration of a violation ~~[which are a cause of or significantly contribute to a violation of any requirement of the city's federal effluent discharge permit]~~.
- (39) ~~(26)~~ Permittee means a person granted a permit under this division.
- (40) ~~(27)~~ Person means an individual, private or public corporation, partnership, association, governmental entity, firm, industry ~~[firm, company, industry, municipal or private corporation, association, governmental agency,]~~ or other entity.
- (41) ~~(28)~~ pH means the ~~[reciprocal of the]~~ logarithm (base 10) of the reciprocal of the hydrogen ion concentration of a solution.
- (42) Premises or property means real property and includes improvements.
- (43) ~~(30)~~ Pretreatment standards means pollutant concentration discharge limitation requirements

stipulated in this chapter and federal pretreatment standards promulgated by the United States Environmental Protection Agency.

~~(44)~~ ~~(31)~~ Properly shredded garbage means garbage [the wastes from the preparation, cooking, and dispensing of food] that has [have] been shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains [sanitary sewers], with no particle[s] greater than a one-half (1/2) inch cross-sectional [in any] dimension.

~~(32)~~ Rigid base pavement means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb or gutter.]

~~(33)~~ Sanitary sewer means a public sewer which conveys domestic wastewater or industrial wastes, or a combination of both, and into which storm surface, and ground water or unpolluted wastes are not intentionally admitted.]

(45) Service means all wastewater-related service provided for the use and benefit of persons inside the City through the operations and facilities of the department, including but not limited to:

(A) wastewater collection;

(B) issuance and use of permits;

(C) collections of rates or fees for service; and

(D) other department activities for the benefit of the general public authorized under this chapter.

(46) Service line means the pipe or conduit that extends from the wastewater main and that connects with the building lateral to provide a wastewater service connection.

~~(47)~~ ~~(34)~~ Significant industrial user means any industrial user that:

(A) discharges an average of 25,000 or more gallons of wastewater per day into the wastewater system, excluding normal domestic wastewater, noncontact cooling water, and boiler blowdown water; or

~~[a. Any industrial user that discharges fifty thousand (50,000) gallons or more of wastewater into the sanitary sewer system per day, not including cooling water used in air conditioning; or]~~

(B) [b.] is defined as subject to national categorical pretreatment standards [Any other industrial user defined

~~as a categorical user]~~ by the United States Environmental Protection Agency; or

(C) contributes a stream of wastewater that makes up five percent or more of the average dry weather hydraulic or organic capacity of the City's wastewater treatment plant; or

(D) ~~[e.] is [Any other industrial user]~~ deemed by the Director to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the ~~[city's or town's] wastewater system [treatment works and facilities].~~

(48) [(35)] Standard methods means the laboratory procedures or techniques for the testing, sampling, or analysis of pollutants:

(A) established and approved by the United States Environmental Protection Agency; or

(B) approved by the Director and Control Authority with the concurrence of the United States Environmental Protection Agency, where the United States Environmental Protection Agency has not established procedures or techniques for testing, sampling or analyzing a pollutant in question or determines that approved procedures or techniques are inappropriate for the pollutant in question.

~~[set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Water Works Association and the Water Pollution Control Federation.]~~

(49) Standard size wastewater main means a wastewater main not less than eight inches in diameter.

(50) [(36)] Storm sewer [or storm drain] means a conduit, drainage ditch, stream, or other water course that may directly or indirectly carry storm or ground water to the Trinity River [directly or indirectly].

(51) [(37)] Suspended solids means solids that either float on the surface of, or are suspended [in suspension] in, water, wastewater, or other liquids and that [which], in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

~~[(38) Town means the Town of Addison, Texas.]~~

- ~~[-(39) Town environmental health officer means the environmental health officer of the town appointed by the town manager, or his authorized representative.]~~
- (52) Upset means an exceptional incident in which there is unintentional and temporary noncompliance with national categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. The term does not include noncompliance caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.
- ~~(53)[-(40)] Waste management operator means a person engaged in the private business of receiving, storing, treating, or disposing of industrial waste.~~
- ~~(54)[-(41)] Wastewater means water-carried waste.~~
- (55) Wastewater main means a conduit or pipe of the wastewater system that conveys domestic wastewater or industrial wastes, or a combination of both, and into which storm surface water, ground water or unpolluted wastes are not intentionally admitted. The term includes access structures, valves and other appurtenances that are incidental to use of the wastewater main.
- ~~(56)[-(42)] Wastewater system [facilities] means all mains, pumps, interceptors, lift stations, connections, meters, appurtenances, and other facilities of the City employed in the collection of wastewater [for collecting, pumping, treating, and disposing of sewage].~~
- ~~(57)[-(43)] Wastewater treatment plant means the Dallas owned facilities, devices, and structures used for receiving and treating wastewater from the City or Dallas' wastewater system [facilities].~~

Sec. 18-165.2 Control of and access to systems; interference with access generally.

- ~~(A) Systems as City property. All parts of the water and wastewater systems, including but not limited to those parts defined in Section 18-165.1 are the property of the City. The Director shall maintain and control each system and keep detailed records concerning all aspects of department operations.~~
- ~~(B) Who has access. Only a person who is authorized by the Director, the environmental health officer or the Control Authority pursuant to Section 18-165.7 will have access to wastewater systems for operation, construction, maintenance, repair and other service-related purposes.~~

(C) Obstruction of authorized persons. A person commits an offense if the person knowingly obstructs a person authorized to enforce the provisions of this division as set forth in Section 18-165.4 from:

- (1) gaining access to a part of the water or wastewater system for purposes of operation, inspection, construction, maintenance or repair; or
- (2) performing actual operation, inspection, construction, maintenance or repair of a part of the water or wastewater system.

Sec. 18-165.3 Water indemnity agreements.

(A) Grounds for disposal of wastewater service. Wastewater service to premises inside or outside the City shall be denied if:

- (1) the premises are subject to frequent, severe flooding;
- (2) the wastewater main serving the premises surcharges or overflows due to infiltration of ground water from the premises; or
- (3) the premises are subject to being flooded by a surcharge wastewater main due to the elevation of the premises in relation to the actual or proposed wastewater main.

(B) Indemnity agreement; waiver. Notwithstanding Subsection (A) of this Section 18-165.3, the Director may provide wastewater service where the said conditions exist if the owner agrees in writing to defend the City and Dallas against and hold the City and Dallas harmless from all lawsuits, claims, damages to property (whether real or personal), injuries to persons, death, costs, fees, including attorney's fees, and/or expenses which arise as a result of the surcharging, backflow or overflow of the wastewater main serving the premises; and provided further, that the said owner agrees to waive any claim the owner may have for damages or injuries against the City or Dallas arising from the said surcharging, backflow or overflow of the wastewater main.

(C) Effect of agreement. The indemnity agreement and waiver, when executed by the owner, constitutes a covenant running with the land which shall be binding upon the owner, his heirs, successors and assigns. The said agreement and waiver must be approved as to form by the City attorney and shall be filed in the deed records of the county in which the premises are located.

Sec. 18-165.4 [~~18-166~~]. Enforcement.

- (A) Authority to enforce. The Director and/or Control Authority and the [~~town~~] environmental health officer shall have the power to enforce the provisions of this division.
- (B) Administrative search warrants. The municipal court shall have the power to issue to the [~~town~~] environmental health officer administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this division.
- (C) Penalties. A person who violates any provision of this division or any term or condition of an industrial waste discharge permit granted pursuant to this division shall be fined, upon conviction, not more than Two Thousand Dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. [~~is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine not to exceed one thousand dollars (\$1,000.00).~~]
- (D) Criminal responsibility. A culpable mental state is not required to prove an offense under this division. A person is criminally responsible for a violation of this division if:
- (1) the person commits or assists in the commission of a violation, or causes or permits another person to commit a violation;
 - (2) the person owns or manages the property or facilities determined to be the cause [source] of the illegal discharge under Section 18-165.5, 18-165.6, 18-165.8, or 18-165.16.
- (E) Civil actions. This division or the terms and conditions of a discharge permit granted pursuant to this division may be enforced by civil court action in accordance with [~~as provided by~~] state or federal law.

Sec. 18-165.5 [~~18-167~~] Certain wastes prohibited in the wastewater system [~~sanitary sewers~~].

- (A) Certain discharges prohibited. No person shall discharge, or cause or permit to be discharged, into the wastewater system [~~a sanitary sewer~~]:
- (1) [~~Any~~] inflows or infiltration, as illustrated by, but not limited to, storm water, ground water, roof run-off,

subsurface drainage, a downspout, a yard drain, a yard fountain or pond, or lawn spray;

- (2) wastewater or industrial waste generated or produced outside the City [~~town~~] unless approval in writing from the Director and Control Authority has been given the person discharging the waste;
- (3) a liquid or vapor having a temperature higher than [~~one hundred fifty~~] [~~(+)~~150~~(+)~~] degrees Fahrenheit ([~~sixty-five~~] [~~(+)~~65~~(+)~~] degrees Centigrade);
- (4) gasoline, kerosene, [~~benzene~~], naphtha, fuel oil, [~~or~~] vapors, or materials[~~7~~] capable of forming a flammable or explosive mixture, or industrial waste with a closed cup flashpoint of less than 140 degrees fahrenheit (60 degrees Centigrade);
- (5) used motor oil;
- (6)[~~(5)~~] Solid or liquid substances in quantities capable of causing obstruction to the flow in wastewater mains [~~sewers~~] or other interference with the proper operation of the wastewater system [~~facilities~~] as illustrated by, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshing, entrails, lime slurry, lime residues, slops, chemical residues, and paint residues or bulk solids, except when such items as lime slurry or lime residues are used in the treatment of combined storm and wastewater during storm runoff;
- (7)[~~(6)~~] A gas or substance capable of forming a gas, vapor or fume that [~~which~~] either by itself [~~singly~~] or by interaction with other waste may cause objectionable odor, hazard to life, acute employee health or safety problems, or other conditions deleterious to structures or Dallas' [~~the city's~~] wastewater treatment processes;
- (8)[~~(7)~~] Garbage that is [~~has~~] not [~~been~~] properly shredded as defined in Section 18-165.1(48);
- (9)[~~(8)~~] Except where the Director and the Control Authority have determined that different limits under an industrial waste discharge permit are appropriate, wastewater exceeding [~~one hundred~~] [~~(+)~~100~~(+)~~] mg/L of oils, fats and grease of the following types:
 - (a) floatable grease of any origin;
 - (b) free or emulsified grease of petroleum or mineral origin, or both, including, but not limited to:

1. cooling or quenching oil;
2. lubricating [~~lubrication~~] oil;
3. non-biodegradable cutting oil; and
4. non-saponifiable oil;

(10) [~~(9)~~] a substance having a pH value lower than 5.5 or higher than 10.5;

(11) [~~(10)~~] metals in the form of compounds or elements in solution or suspension in concentrations exceeding the following:

Arsenic (As).....	<u>0.5</u> [0-10] mg/L
[Barium (Ba).....]	1.0 mg/l]
Cadmium (Cd).....	1.0. mg/L
Chromium (Total).....	5.0 mg/L
Copper (Cu).....	<u>4.0</u> [5-0] mg/L
Lead (Pb).....	<u>1.6</u> [5-0] mg/L
[Manganese (Mn).....]	1.0 mg/l]
Mercury (Hg).....	0.01 mg/L
Nickel.....	<u>9.0</u> [5-0] mg/L
Selenium (Se).....	<u>0.2</u> [0-05] mg/L
Silver (Ag).....	4.0 mg/L
Zinc (Zn).....	5.0 mg/L

~~[(11) Heavy metals and toxic materials in concentrations prohibited by state and federal regulations including, but not limited to:~~

- Antimony
- Beryllium
- Bismuth
- Boron
- Cobalt
- Molybdenum
- Uranium
- Rhenium
- Strontium
- Tellurium
- Fungicides
- Herbicides
- Pesticides

~~Unless the permit obtained specifies conditions of pretreatment, concentrations, and volumes;~~

(12) cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of 1.6 [two (2)] mg/L as cyanide [CN];

~~[(13) Chlorides greater than five hundred (500) mg/l;]~~

(13) [~~(14)~~] radioactive materials in a manner which will permit a transient concentration higher than [one hundred] [100] microcuries per liter;

- (14)~~(15)~~ Sulfides greater than ~~ten~~ ~~(10.0)~~ mg/L;
- ~~(16) Sulfates in concentrations which are not amenable to treatment;~~
- ~~(17) Emulsified grease of animal or vegetable origin in concentrations which are not amenable to treatment;~~
- (15)~~(18)~~ unusual taste or odor producing substances, unless pretreated to a concentration acceptable to the Director, so that the material does not:
- (a) cause damage to collection facilities;
 - (b) impair the ~~city's~~ treatment processes;
 - (c) incur treatment costs exceeding those of normal wastewater ~~sewage~~;
 - (d) render the water unfit for stream disposal or industrial use; or
 - (e) create a public nuisance;
- (16)~~(19)~~ BOD or suspended solids in excess of 10,000 ~~two hundred fifty (250)~~ mg/L;
- (17)~~(20)~~ a discharge of water, normal domestic wastewater, or industrial waste that ~~which~~ in quantity of flow~~7~~ exceeds, for a ~~any period of~~ duration of longer than ~~fifteen~~ ~~(15)~~ minutes, more than four (4) times the average ~~twenty-four~~ ~~(24)~~ hour flow during normal operation;
- ~~(21) Total dissolved solids in concentrations which are not amenable to treatment;~~
- ~~(22) COD in concentrations which are not amenable to treatment;~~
- (18)~~(24)~~ Organic chemical substances in concentrations exceeding the following:
- | | | |
|--------------------------|-----------------------------------|------|
| Benzene..... | 1.0 | mg/L |
| Phenol..... | <u>149.0</u> (0.10) | mg/L |
| Toluene..... | <u>3.0</u> (1.0) | mg/L |
| Isopropyl Alcohol..... | <u>26,250.0</u> (10.0) | mg/L |
| Acetone..... | <u>21,000.0</u> (10.0) | mg/L |
| Methylene Chloride..... | <u>21.0</u> (1.0) | mg/L |
| Ethyl Benzene..... | <u>1.6</u> (1.0) | mg/L |
| Methyl Alcohol..... | <u>20,000.0</u> (10.0) | mg/L |
| Methyl Ethyl Ketone..... | <u>249.0</u> (10.0) | mg/L |
| Xylene..... | <u>2.0</u> (1.0) | mg/L |
- (19)~~(26)~~ insecticides and herbicides in concentrations that ~~which~~ are not amenable to treatment;
- (20)~~(27)~~ poly-chlorinated biphenyls;

- (21) without the approval of the Director and the Control Authority, a substance or pollutant other than industrial waste, normal domestic wastewater, septic tank waste or chemical toilet waste that is not of a toxic or hazardous nature, regardless of whether or not it is amenable to treatment, including but not limited to bulk or packaged chemical products;
- (22) except at discharge points authorized by this division, or by regulations promulgated by the Director and the Control Authority that are not in conflict with this division or other laws, wastewater or a pollutant that is trucked or hauled; or
- (23) any other pollutant, substance, or material [~~which is determined by the Director to be~~] not amenable to treatment, or of a concentration or quantity sufficient to harm the wastewater system, as determined by the Director and the Control Authority.
- (B) Defenses to prosecution. It is a defense to prosecution under Subsection (A) of this section if a person makes a prohibited discharge as result of a bypass that has been authorized by the Director and the Control Authority in accordance with the provisions of Chapter 40, Code of Federal Regulations, Part 403.17, as amended.
- (C) [~~(b)~~] Enforcement actions. If a person discharges a substance into the sanitary sewer in violation of this section, the Director and/or the Control Authority may:
- (1) terminate water and wastewater [~~the~~] service [~~of water or sanitary sewer~~] to the premises from which the substance was discharged; or
 - (2) by administrative order, where applicable, or by other authorized means, require pretreatment or control of the quantities and rates of discharge of wastewater [~~waste~~] to bring the discharge within the limits established by this section; or
 - (3) bring a criminal or civil enforcement action as authorized in Section 18-165.4.
- (D) [~~(e)~~] No waiver of other enforcement. Action taken by the Director and/or the Control Authority under Subsection (C) [~~18-167(b)~~] does not prevent the use of other enforcement methods available to the City.
- (E) [~~(d)~~] Applicability of more stringent standards. If national pretreatment standards, categorical or otherwise, more stringent than the discharge limits [~~these~~] prescribed in Subsection (A) of this section [~~division~~] are promulgated by the United States Environmental Protection Agency for certain [~~categories~~

ef] industries, the more stringent national pretreatment standards will apply to the affected industrial user. A violation of the more stringent national pretreatment standards shall also be considered a violation of Subsection (A) of this section.

(F)[(-e)] Variances in compliance dates. The Director and the Control Authority may grant a variance [Subject to the approval of the City of Dallas, the Director may grant variances] in compliance dates to an industry [industries] when, in the Director's and Control Authority's [his] opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the Director or the Control Authority grant a variance[s] in [for] compliance dates to an industry [industries] affected by national categorical pretreatment standards beyond the compliance dates established by the United States Environmental Protection Agency.

(G)[(-f)] Authority to regulate. The Director and the Control Authority may establish regulations, not in conflict with this division or other laws, to control the disposal and discharge of industrial waste into the [city's] wastewater system [facilities] and to insure compliance with the City's pretreatment enforcement program with all applicable pretreatment regulations promulgated by the United States Environmental Protection Agency. The regulations established shall, where applicable, be made a part of any discharge permit issued to an industrial user by the Director under Section 18-165.8.

Sec. 18-165.6 Waste disposal through vehicles, grease traps or other means.

(A) Illegal waste disposal. A person commits an offense if:

(1) from a vehicle, portable tank or other container used for transporting water, normal domestic wastewater or industrial waste, the person discharges or causes the discharge of water, normal domestic wastewater or industrial waste into the wastewater system or a private sewer facility directly or indirectly connected to the wastewater system;

(2) by any means, the person discharges or causes the discharge of water, normal domestic wastewater or industrial waste into a part of the wastewater system generally used for maintenance or monitoring, including but not limited to manholes, cleanouts or sampling chambers;

(3) by means of a mechanical device or extraneous water, the person forces normal domestic wastewater or industrial waste collected in a grease trap, sandtrap or other waste collection device into the wastewater system or a private sewer facility directly or indirectly connected to the wastewater system.

(B) Defense. It is a defense to prosecution under Subsection (A) of this section if the discharge of water, normal domestic wastewater or industrial waste into the wastewater system, or into a private sewer facility directly or indirectly connected to the wastewater system, is from a motor vehicle:

(1) that is specially designed and adapted to treat water, normal domestic wastewater or industrial waste to concentrations meeting the requirements of this division prior to discharge into the wastewater system; and

(2) the operator of which has written permission from the Director and the Control Authority to operate the vehicle within the City.

Sec. 18-165.7 [~~18-168~~]. Right of entry [~~of city employees~~].

The Director, the [city] environmental health officer, and other duly authorized employees of the City [~~town~~] acting as their duly authorized agents, and the Control Authority, each bearing proper credentials and identification, shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this division.

Sec. 18-165.8 [~~18-169~~]. Permit required for discharge of industrial waste; application; exemptions.

(A) Permit required. A significant industrial user commits an offense if the significant industrial user discharges or allows the discharge of [~~shall not discharge, or allow to be discharged,~~] industrial waste into the wastewater system [~~sanitary sewer~~] without obtaining and maintaining a valid permit from the Director.

(B) Permit procedures. Application for a permit must be made to the Director upon a form provided for the purpose and must be accompanied by plans and specifications for pretreatment facilities if pretreatment is required. The Director and the Control Authority may establish further

regulations and procedures not in conflict with this division or other laws, regarding the granting and enforcement of permits, including but not limited to administrative orders issued for the purpose of bringing a violator back into compliance with a permit.

- (C) Terms and conditions of permit. The Director shall prescribe such terms and conditions of the permit as are required and authorized by the United States Environmental Protection Agency and as necessary to ensure full compliance with this division and all national pretreatment standards and regulations. In addition, the permit must incorporate all applicable national pretreatment standards and all other pretreatment regulations promulgated by the United States Environmental Protection Agency applicable to significant industrial users. The term of a permit shall never be longer than five years. A person commits an offense if the person discharges, or allows the discharge of, industrial waste into the wastewater system in violation of any term or condition of a permit issued under this section. The Director and Control Authority may enforce the terms and conditions of the permit as authorized under this division.

(D) ~~(e)~~ Issuance of permits. The Director shall issue a permit if:

- (1) The Director determines that pretreatment facilities are adequate for efficient treatment of discharged waste, and comply with the waste concentration level requirements of Section 18-165.5 [~~18-167~~] or with national pretreatment standards, whichever is applicable; ~~[or]~~
- (2) the applicant has submitted:
 - (a) an expected compliance date;
 - (b) an installation schedule of approved pretreatment devices;
 - (c) a self-monitoring program prepared in accordance with all applicable federal pretreatment regulations [~~standards~~] promulgated by the United States Environmental Protection Agency; or
- (3) the applicant is not discharging wastewater [~~waste~~] in violation of Section 18-165.5. [~~18-167~~ ~~other than excessive BOD or suspended solids.~~]

(E) ~~(d)~~ Nontransferability. Permits granted under this section are not transferable or assignable.

(F) Defense to enforcement actions. It is a defense to prosecution or to civil court action brought under this division for a violation of pretreatment standards that the person held a permit under this section and the person discharged industrial waste in violation of national categorical pretreatment standards as the result of:

(1) an upset, except that the burden of proof for the defense is not met until relevant, admissible evidence establishes the conditions necessary for a demonstration of upset pursuant to Chapter 40, Code of Federal Regulations, Part 403.16(c), as amended;
or

(2) a bypass authorized by the Director in accordance with Chapter 40, Code of Federal Regulations, Part 403.17(c), as amended.

Sec. 18-165.9 [~~18-170~~]. Denial or suspension of permit; amending permits.

(A) Grounds for denial and suspension. The Director may deny a permit if the Director determines that an applicant is not qualified under Section 18-165.8(D) [~~18-169(e)~~] and may suspend a permit if the Director determines that a permittee:

(1) is not qualified under section 18-165.8(D) [~~18-169(e)~~];

(2) has violated a provision of this division, the permit, or any administrative order;

(3) has failed to pay a fee required by this chapter;

(4) has failed to comply with applicable federal pretreatment standards and requirements; or

(5) has failed to comply with the compliance schedule submitted pursuant to [~~required under section~~] Section 18-165.8(D)(2) [~~18-169(e)~~].

(B) Reinstatement. After suspension under this section, a permittee may file a request for reinstatement of the permit. The Director shall reinstate the permit if the Director determines that:

(1) the permittee is again qualified under Section 18-165.8;

(2) all violations of this division and applicable federal pretreatment standards and requirements have been corrected;

(3) precautions have been taken to prevent future violations; and

(4) all fees required by this division have been paid.

~~[When the director determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, the director shall reinstate the permit.]~~

(C) Discharge without a permit. A permittee whose permit is suspended shall not discharge industrial waste into the wastewater system ~~[sanitary sewer]~~.

(D) Amending a permit. The Director may amend a permit with additional requirements to assure compliance with applicable laws and regulations.

~~[Sec. 18-171. Inspection, surveillance and monitoring.~~

~~The director shall conduct inspection, surveillance and monitoring procedures to determine whether an industrial use is in compliance with applicable pretreatment standards and requirements. The inspection, surveillance and monitoring must be independent of information received from the self-monitoring reports program.]~~

Sec. 18-165.10. Pretreatment.

(A) Grease traps required. The owner of premises from which industrial waste is discharged shall provide grease and sand traps for the proper handling of liquid wastes containing grease, floatable substances, or sand. The traps must be of a type and capacity approved by the Director to adequately handle the waste and must be located so that they are easily accessible for cleaning, inspection, and monitoring. A grease trap or sand trap must be cleaned in such a manner that the volume of grease trap or sand trap waste removed equals the nominal volume capacity of the trap each time it is cleaned.

(B) Generators of waste. A person who is an industrial waste generator who transports or permits transport of industrial waste off his premises for disposal shall dispose or direct disposal to be made, of the waste at a permitted facility conforming to the requirements of state, federal and local laws and regulations.

(C) Manifest system. A person who is a generator of grease trap or sand trap waste shall comply with the City's manifest program for documentation of disposal. A copy of each manifest shall be retained at the business office

of the generator for a period of three years, in a place and in a manner that a City inspector can inspect the manifest record at any reasonable time.

- (D) Requirements for transporters. A person who is a transporter of grease trap or sand trap waste shall comply with the City's manifest program and with all applicable state, federal and local laws and regulations.
- (E) Operation and maintenance of pretreatment facilities. When pretreatment of industrial waste is required by the Director as a condition for acceptance of the waste into the wastewater system, the owner of the premises from which the waste is discharged must operate and maintain treatment facilities in a manner capable of complying with applicable discharge standards.
- (F) Extraneous water prohibited. The owner, operator or permittee of premises from which industrial waste is discharged must not allow the use of extraneous water intermixed for the purpose of diluting the concentration of the waste.

Sec. 18-165.11. Industrial Waste Concentrations; Sampling Fees

- (A) Excessive BOD/SS concentrations. A person discharging into the wastewater system industrial waste that exhibits none of the characteristics of wastewater prohibited in Section 18-165.5(A) but that has a concentration for a duration of 15 minutes that is greater than four times that of normal wastewater as measured by suspended solids, BOD, or both or a concentration during a 24-hour period average of suspended solids, BOD, or both in excess of normal wastewater, shall pretreat the industrial waste to meet the concentrations of normal wastewater; except, that the industrial waste may be accepted in the wastewater system for treatment by the City if all the following requirements are met:
 - (1) The industrial waste will not cause damage to the wastewater system.
 - (2) The industrial waste will not impair the city's treatment process.
 - (3) The BOD or suspended solids concentration of industrial waste discharged does not cause the average BOD or suspended solids of wastewater received at the wastewater treatment plan to increase above 275 mg/L.

(4) In no event does the BOD or suspended solids concentration of industrial waste discharged exceed 10,000 mg/L at the source.

(B) Sampling fees in general. A person determined to be discharging industrial waste in violation of the Section 18-165.5 applicable standards of the United States Environmental Protection Agency, other than BOD or suspended solids concentrations greater than 250 mg/L but less than 10,000 mg/L, must compensate the City for the cost of sampling and laboratory service expense required for monitoring the discharges until such time as the discharged waste is in compliance with Section 18-165.5. The Director shall determine the number of samples and the frequency of sampling necessary to maintain surveillance of the discharges.

(C) Sampling fees for industrial surcharge. A person discharging concentrations of BOD or suspended solids in excess of 250 mg/L shall compensate the City for the cost of sample collections and laboratory service necessary when an industrial surcharge rate is established each year. This subsection does not apply to a waste management operator.

Sec. 18-165.12. Inspection Chambers.

(A) Chambers required. A person who discharges industrial waste into the wastewater system must provide, at his own expense, an inspection manhole or chamber in an accessible location on the premises from which the waste is discharged.

(B) Special requirements. An inspection manhole or chamber must be:

(1) near the outlet of each building lateral, sewer, drain, pipe, or channel which connects with the wastewater system;

(2) designed and constructed to prevent infiltration by ground and surface water; and

(3) maintained so that a person may easily and safely measure the volume and obtain samples of the flow.

(C) Construction plans required. Before beginning construction of an inspection manhole or chamber, a person must submit plans to the Director for review and approval to insure compliance with this section. Plans must include the wastewater metering device if one is to be installed.

Sec. 18-165.13. Measurement of Waste Volume.

- (A) Metering devices. If a person who discharges industrial waste into the wastewater system installs and maintains in proper working condition a wastewater metering device of a type approved by the Director, the actual wastewater flow from the premises shall be the basis for computing charges for services.
- (B) Measurements without a meter. On premises where water is obtained exclusively from the water system and no wastewater metering device is installed, the Director shall compute the wastewater flow, for purposes of determining service charges, based on the water consumption during the previous months.
- (C) Wastewater from private sources. On premises where all or part of the water is obtained from a source other than the water system and no wastewater metering device is installed, the owner shall provide and maintain a metering device, of a type approved by the Director, to measure sources of private water.
- (D) Estimated Usage. If an activity on premises consumes water by evaporation, includes water in a product or discharges water into a storm sewer, the owner may make application to the Director for reduction in the volume of wastewater estimated to be discharged from the premises. The application must contain supporting data, including but not limited to a flow diagram showing the route and destination of the water supply and wastewater.

Sec. 18-165.14. Sampling of Waste.

- (A) When samples taken. The Director shall take samples of industrial waste discharges from an establishment as often as he determines is necessary to adequately monitor and control the discharges. If an owner desires additional samples, the Director may require the owner to pay the cost of the additional service.
- (B) How samples taken. A sample may be taken manually or by use of mechanical equipment. The method of sample collection will be determined by the Director. The Director shall use standard methods for determining concentrations of industrial waste.
- (C) Inspection for compliance. The Director shall conduct inspection, surveillance and monitoring procedures to determine whether an industrial user is in compliance with applicable pretreatment standards and requirements. The inspection, surveillance and monitoring must be independent of information received from the self-monitoring reports program.

(D) Self-monitoring program. The Director may, to the extent permitted by the United States Environmental Protection Agency, delegate self-monitoring and reporting responsibilities to specific industrial waste discharge permittees, based upon the compliance history of a permittee and the volume and character of the waste discharge.

Sec. 18-165.15. Waste Management Operators.

(A) General requirements. A person who is a waste management operator and discharges industrial waste into the wastewater system must:

- (1) discharge only at points in the wastewater system designated by the Director;
- (2) install and maintain an accurate wastewater metering device, or provide for accurate flow estimates in a manner as required by the Director;
- (3) Compensate the City for the full cost of all sample collection and laboratory analyses for the purpose of monitoring and maintaining control of the discharge of industrial waste into the wastewater system, or implement a self-monitoring and reporting program approved by the Director;
- (4) maintain accurate records, available to the Director upon request, showing:
 - (a) the volume of industrial waste discharged;
 - (b) the dates of receipt and disposal of industrial waste;
 - (c) the type of waste discharged; and
 - (d) the names and addresses of producers and haulers of all waste being processed; and
- (5) comply with all applicable federal, state and local laws and regulations.

Sec. 18-165.16. Deposit or Discharge of Certain Material into Wastewater System or Storm Sewer

(A) Illegal discharges. A person commits an offense if the person:

- (1) deposits garbage, dead animals, trash, articles or other substances tending to obstruct the flow of wastewater into a storm sewer or storm drain; or

- (2) discharges industrial waste into a storm sewer or storm drain;
 - (3) discharges normal domestic wastewater into a storm sewer or storm drain; or
 - (4) discharges storm water collected from a storm sewer or storm drain into the wastewater system.
- (B) Gutter connections. A person commits an offense if the person connects a private gutter, rainwater conductor, privy or cistern to a part of the wastewater system.

Section 2. Additions, deletions. In the amendment to the Code of Ordinances made by Section 1 of this Ordinance, an addition to the Code is indicated by underlining and a deletion is indicated by a ~~strike-through~~.

Section 3. Severability. If any part or provision of this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting the discharge of pollutants and shall not repeal any of the provisions of those ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, action, cause of action or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to Chapter 18, Division 6 of the Code of Ordinances, shall continue to be governed by the provisions of the said Chapter and Division as if the said Division had not been amended hereby, and for that purpose the provisions of Chapter 28, Division 6 prior to the adoption of this Ordinance shall be deemed to remain and continue in full force and effect.

Section 5. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance or the permit described in the amendment made herein to Chapter 18, and any person violating or failing to comply with any provision of this Ordinance or the said permit shall be fined, upon conviction, in an amount not to exceed Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed upon each day or any part of a day during or on which a violation occurs or continues.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the Town of Addison.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
n this the _____ day of _____, 1993.

Rich Beckert, Mayor

TTEST:

armen Moran, City Secretary

SEAL]

PPROVED AS TO FORM:

en Dippel, City Attorney

Addison Franchise Sale
Proposed Points of Agreement

GENERAL

1. Licenses for Dallas mains within Addison's public rights of way

Recommendation:

Addison should grant Dallas licenses, with transfer agreement, for mains which it retains within Addison's public rights of way. Mains include Dallas 84" White Rock North Transmission Main and 54" North High Supply.

2. Licenses for Addison mains within Dallas' public rights of way

Recommendation:

Dallas should grant Addison licenses, with transfer agreement, for mains which it acquires within Dallas' public rights of way. Mains include water and wastewater mains along the south side of Belt Line Rd.

3. Addison Service Plan

Recommendation:

Dallas Water Utilities should review the proposed connections, disconnections and extensions to be designed and constructed by Addison. Dallas Water Utilities should review and approve final designs.

4. Inspection of Construction

Recommendation:

Dallas Water Utilities should inspect construction of disconnections (cuts and plugs) performed by Addison's contractor. (It is recommended that the disconnections be performed by Addison during construction of interconnections that may be required with the acquisition of the facilities.)

WATER

1. Transfer of ownership of Addison 24" Transmission Main

Recommendation:

Transfer of ownership, in transfer agreement, of Addison 24" Transmission Main from Addison to Dallas from connection to Dallas 54" Main in Winnwood Rd. at Bellbrook Way to Addison's Celestial Pump Station. Section of 24" main, including alternate metering station in Celestial Rd., between Addison

Celestial Pump Station supply and discharge piping would be abandoned (ref. Design Plan Crosstown Water Line, sheet 11/20.

2. Fire Hydrant Use at Corporate Line north of Verde Valley Ln.

Recommendation:

Confirmation in transfer agreement that Dallas can use fire hydrants, to be transferred to Addison, for fire protection in Dallas. Alternative is for DWU to install fire protection in Dallas at Addison expense as shown on Design Plan 411Q-1960, sheet 2.

WASTEWATER

1. Dallas retain ownership of Wastewater Main south of Celestial Rd.

Recommendation:

Dallas would retain ownership of the wastewater main in the easement south of Celestial Rd. eliminating a Dallas to Addison Point of Entry north of Hidden Springs Cir. and an Addison to Dallas Point of Entry at Dallas interceptor south of Celestial Rd. Addison retail connections to the main would be provided reciprocal service from Dallas. (This main is not in public right of way and a license would not be required.)

2. Addison provide wastewater transportation for Dallas wastewater

Recommendation:

Addison would agree to provide wastewater transportation for the two areas of Dallas which flow into the wastewater system in the Franchise Area to be acquired from Dallas. This would eliminate the construction of additional wastewater outfall lines.

3. All Points of Entry would be unmetered

Recommendation:

All Dallas to Addison and Addison to Dallas Points of Entry should be unmetered because metering is not recommended due to the calculated low actual and ultimate flows. Wastewater billing to Addison would be based on water consumption. Credit to Addison for Dallas contribution would be based on water consumption. Dallas would provide payment to Addison for transportation of the wastewater. This process is being successfully followed with other wholesale customers.

ADDISON FRANCHISE AREA**Water Disconnection****Design Plans**

File	Plan	Sheet	Location / Comments
Crosstown Water Line			Sheet 11/20 (Addison Design)
411 Q	1909 A	14	Dallas North Tollway at Corporate Line
411 Q	1960	2	(duplicate – old design) Dallas North Tollway at Corporate Line
411 Q	1960	47	Intersection of Montfort Dr. & Verde Valley Ln.
685 W	540 A	5	Intersection of Belt Line Rd. & Lake Forest Dr.
685 W	540 A	6 A	Winnwood Rd. S. of Belt Line Rd.
685 W	540 A	7 A	Intersection of Winnwood Rd. & Bellbrook Way
685 W	660 B	13	Intersection of Montfort Dr. & Celestial Rd.
685 W	750	176	Intersection of Belt Line Rd. & Montfort Dr.

ADDISON FRANCHISE AREA**Wastewater Point of Entry****Design Plans**

File	Plan	Sheet	Location / Comments
411 Q	1960	2	Montfort Drive at Alley N. of Verde Valley Ln. (Corporate Line – Dallas POE)
411 Q	1960	89	Celestial Branch N. of Hidden Springs Cir. (Corporate Line – Dallas POE)
411 Q	1960 A	11	Celestial Branch at Noel Branch S. of Celestial Rd. (Addison POE)
411 Q	1960 A	13	Belt Line Rd. at White Rock Creek (Corporate Line – Addison POE)
685 W	540 A	3	Belt Line Rd. at Sakowitz Dr. (Noel Rd.) (Corporate Line – Dallas POE)

ADDISON FRANCHISE AREA
Dallas Water Utilities Design Plans
for Design & Reference
Listed in Numerical Order

File	Plan	Sheet	Conn./Disconn. Design	Comments
Crosstown Water Line			Water Disconn.	Sheet 11/20 (Addison Design Plan)
411 Q	1260 KY	3		Key Map
411 Q	1260	14		
411 Q	1260	15		
411 Q	1260	16		
411 Q	1909 A	14	Water Disconn.	
411 Q	1909 A	15		
411 Q	1909 A	19		
411 Q	1960	1		
411 Q	1960	2	Water Disconn.	
411 Q	1960	2	Wastewater POE	
411 Q	1960	3		
411 Q	1960	4		
411 Q	1960	9		
411 Q	1960	10		
411 Q	1960	14		
411 Q	1960	15		Not Available – Records being searched
411 Q	1960	16		
411 Q	1960	34		
411 Q	1960	35		
411 Q	1960	35 A		
411 Q	1960	36		
411 Q	1960	37		
411 Q	1960	38		
411 Q	1960	43		
411 Q	1960	47	Water Disconn.	
411 Q	1960	48		
411 Q	1960	57		
411 Q	1960	58		
411 Q	1960	61		
411 Q	1960	61 A		
411 Q	1960	62		
411 Q	1960	66		
411 Q	1960	72		
411 Q	1960	76		
411 Q	1960	77		
411 Q	1960	78		
411 Q	1960	81		
411 Q	1960	89	Wastewater POE	
411 Q	1960	90		
411 Q	1960	92		
411 Q	1960	93		
411 Q	1960	96		
411 Q	1960	97		
411 Q	1960	107		
411 Q	1960	110		
411 Q	1960	116		
411 Q	1960	117		
411 Q	1960	118		
411 Q	1960 A	7		
411 Q	1960 A	8		
411 Q	1960 A	11	Wastewater POE	
411 Q	1960 A	13	Wastewater POE	
411 Q	1960 A	14		
411 Q	1960 A	16		
685 W	540 A	3	Wastewater POE	
685 W	540 A	5	Water Disconn.	
685 W	540 A	6 A	Water Disconn.	
685 W	540 A	7 A	Water Disconn.	
685 W	540 B	1		
685 W	540 B	2		
685 W	540 B	3		
685 W	540 C	1		
685 W	540 C	2		
685 W	540 D	1		
685 W	540 E	1		
685 W	540 F	18		
685 W	540 F	19		
685 W	540 F	20		
685 W	660 B	11		
685 W	660 B	12		
685 W	660 B	13	Water Disconn.	
685 W	750	176	Water Disconn.	

**CONSTRUCTION REQUIRED FOR THE
ADDISON FRANCHISE SEPARATION
(WATER DISTRIBUTION)**

- 1. Winnwood Road at Bellbrook Way 685-W 540A Sheet 7A**

Remove 12" valve and install 12" "blind flange on 54" water main.
Cut and plug at the 12"x12" cross (West side of Winnwood)
- 2. Winnwood Road - 370 L.F. S. of Beltline Road 685W-540A Sheet 6A**

Remove 12" valve and install 12" blind flange on 54" water main. Cut and plug at the 12"x12" tee (West side of Winnwood).
- 3. Lake Forest Drive @ Beltline Road 685W 540A Sheet 5**

Remove 8" valve and install 8" blind flange on 54" water main.
Cut and plug at the 8"x8" cross (South side Beltline Road).
- 4. Monfort Drive @ Celestial Road (N.W. side of intersection) 685W-660B Sheet 13**

Remove 12" valve at the tap and install blind flange.
Cut and plug 12" water main East.
- 5. Verde Valley Lane - Monarch Drive @ Monfort Drive 411Q 1960 Sheet 47**

Cut and plug 12" main N.W. side of Verde Valley Lane Row.
Remove the 8" valve at the tap on line in Monarch Drive and install 8" blind flange.
Cut and plug 8" line in Monarch Drive.
- 6. Sakowitz Drive @ Beltline Road 685W-750 Sheet 176**

Cut and plug at the tee N. side of Beltline Road.
Cut and plug at the tee S. Side of Beltline Road.
- 7. Dallas N. Parkway 513 L.F. of Verde Valley Lane 411Q-1960 Sheet 2**

Cut and plug 8" C.I. water N. of F.H. both North and South

**CONSTRUCTION REQUIRED FOR THE
ADDISON FRANCHISE SEPARATION
(WATER DISTRIBUTION)**

Page 2

8. Celestial Drive at Bellbrook Drive Town of Addison 24" Main Plan.

Cut and plug the 12" cross over line at the 12" tee.
Remove the 12" valve and install 12" blind flange on the 24"
main.

9. Parkway Place Apartments and Condommiums

Three fire hydrants are required for fire protection coverage
in Parkway Place Apartments # 1 and 2.
411Q 1960 Sheet 2 and 9.

WATER CONSTRUCTION

COST ESTIMATE

ADDISON FRANCHISE SEPARATION
May 6, 1993

1. **Winnwood Road @ Bellbrook Drive**
Estimated Cost \$7,500
Est. Working Days - 5
2. **Winnwood Road 370 L.F. South of Beltline Road**
Estimated Cost \$7,500
Est. Working Days - 5
3. **Lake Forest Drive @ Beltline Road**
Estimated Cost \$8,500
Est. Working Days - 5
4. **Monfort Drive @ Celestial Road**
Estimated Cost \$3,500
Est. Working Days 5
5. **Verde Valley Lane - Monarch Drive @ Monfort Drive**
Estimated Cost \$8,000
Est. Working Days - 5
6. **Sakowitz Drive @ Beltline Road**
Estimated Cost \$7,500
Est. Working Days - 5
7. **Dallas North Parkway 513 L.F. North of Verde Valley**
Estimated Cost \$3,500
Est. Working Days - 5
8. **Celestial Road @ Bellbrook Drive**
Estimated Cost \$12,900
Est. Working Days - 5
9. **Additional Fire Hydrants**
Estimated Cost \$90,000
Est. Working Days - 5

Total Cost Summary \$148,000
Total Working Days - 66

**LEAD TIME REQUIRED TO SEPARATE THE
ADDISON FRANCHISE FROM THE DALLAS
WATER SYSTEM BY CITY OF DALLAS CONTRACT**

<u>ACTIVITY</u>	<u>TIME (MONTHS)</u>
Utility Coordination	1
* Design	6
** Acquire right-of-way	6
Utility check & review by Pipeline Inspection	1 1/2
Final plan corrections	1/2
Contracts	2
Advertise & Receive Bids	1
Total	18 Months
Award	Variable
Construction	3 Months

*Design time will include survey and preparation of legal descriptions for easements for mains and fire hydrants at Parkway Place Apartments.

**Right-of-way will be required for water mains and fire hydrants in the Parkway Place Apartments only.

ACCOUNTS IN THE ADDISON FRANCHISE AREA

NO.	ACCOUNT #	CUSTOMER NAME	SERVICE ADDRESS	STATUS	PREMISE TYPE	MPSCO	#M	RATE	CNSMPTN	MTR	TYPE
1	00210847612	RICHARD M WRIGHT	14761 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES	15 E			101		
2	00210801007	CITY OF ADDISON	14762 BEL DIVER R CT	ACTIVE	COMMERCIAL BLDG			104			
3	00210801023	JEFF ROGERS	14763 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES				108		
4	02410208009	JOAN DONLEY	14764 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES	15E			108		
5	00210845192	PHILLIP G JOHNS	14765 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES				100		
6	02412500007	STANLEY W HULLER	14771 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES	15E			107		
7	00210845376	WILLIAM W SMITH	14772 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES	15E			107		
8	00210845418	JEFF DENEFANE	14773 BEL DIVER R CT	ACTIVE	SINGLE FAMILY RES	15E			107		
9	00210845105	CITY OF ADDISON	14774 BEL DIVER R CT	ACTIVE	COMMERCIAL BLDG			104			
10	00210854001	THE TOWN OF ADDISON	5600 BEL BROOK DR	ACTIVE	COMMERCIAL BLDG			104			
11	00210848248	CAROLYN SHARIF	14824 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
12	02412896009	YOUNG K YOO	14827 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
13	024132216009	SAM L PERKINS	14901 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
14	024132963001	W D SOKOLOSKY	14902 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
15	02412810000	GLENN D HELLS	14903 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
16	02414043204	GUY E EMPLE	14908 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			108		
17	02413086808	LES J TAUB	14913 BEL BROOK DR	ACTIVE	SINGLE FAMILY RES	15E			21		
18	01013913908	NORMAN A DENNISON	52200 BEL LINE RD	ACTIVE	HOME IND HTR	15A			32		
19	00210813804	STEAK & ALE #4486	52200 BEL LINE RD	ACTIVE	RESTAURANT	15A			34		
20	00210813903	BENNYGAN'S #4487	52200 BEL LINE RD	ACTIVE	RESTAURANT	15A			34		
21	00210814000	EL FENIX	52280 BEL LINE RD	ACTIVE	RESTAURANT	15A			37		
22	02411731603	TOWN OF ADDISON	5284 BEL LINE RD	ACTIVE	MEDIAN STRIP	15D			10		
23	00210801403	FIRST RESOURCE REALTY	5290 BEL LINE RD	ACTIVE	OTHER BUSINESS	15A			10		
24	00210801700	NIKO'S RESTAURANT DIP	5290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
25	00210802401	FORBIDDEN CITY RESTR	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
26	00210802492	GARCIA VERNON E	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
27	00210802500	SERVICE MERCHANDISE#467	52290 BEL LINE RD	ACTIVE	SHOPPING MALL/CTR	15A			10		
28	00210814604	CAFE GECKO	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
29	00210814703	VERNON E GARCIA	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
30	02411827833	SERVICE MERCHANDISE	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
31	00210814802	CITY OF ADDISON	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
32	00210814901	CIGNA HEALTHPLAN INC	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
33	00210815205	BANK OF AMERICA TEXAS	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
34	00210815206	BELTHAY DEVELOPMENT	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
35	00210801205	BELTHAY DEV	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
36	00210815507	HOUSTON'S RSTRNT INC	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
37	00210815504	HAMSTAD DALE	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
38	00210815503	BELTHAY DEVELOPMENT	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
39	00210815501	P #8 INC	52290 BEL LINE RD	ACTIVE	RESTAURANT	15A			10		
40	00210815809	CITY OF ADDISON	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
41	00210815700	HAZEL B HODGE	52290 BEL LINE RD	ACTIVE	OFFICE BUILDING	15A			10		
42	02411732400	TOWN OF ADDISON	52290 BEL LINE RD	ACTIVE	MEDIAN STRIP	15D			10		
43	00210817182	SOUTHWESTERN PROP TRUST, IN	5220 BEL LINE RD	ACTIVE	APT/CONDO HTR MTR	15B			10		
44	00210817003	SOUTHWESTERN PROP TRUST, IN	5250 BEL LINE RD	ACTIVE	APT/CONDO HTR MTR	15B			10		
45	02411880804	ROCK CREEK APARTMENTS	5250 BEL LINE RD	ACTIVE	APT/CONDO HTR MTR	15A			10		
46	00210822521	JAMES G GROGAN	14781 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
47	00210822522	HERBERT S ROBINSON	14782 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
48	00210822523	HESTER J SANDERS	14783 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
49	00210822524	HESTER J BEAL	14784 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
50	02411813509	KINDY HULTE	14785 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES	15E			108		
51	00210822525	CHARLE H ERICKSON	14786 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
52	00210822526	CITY OF ADDISON	14787 BEL KYNINGHAM CT	ACTIVE	COMMERCIAL BLDG			104			
53	00210822527	JAMES J PODOMSKI	14788 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
54	00210822528	WILLIAM T EVANS	14789 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				108		
55	00210825014	JIM ALEXANDER	14801 BEL KYNINGHAM CT	ACTIVE	SINGLE FAMILY RES				28		
56	00210707501	ACCOUNT VACANT	5234 BEL LINE RD	INACTIVE	SINGLE FAMILY RES				0		
57	00211101791	TOWN OF ADDISON	5200 BEL LINE RD	ACTIVE	WHOLESALE ENTITIES	15A		80	0		VOLUME CHG
58	02412060804	TOWN OF ADDISON	5505 BEL LINE RD	ACTIVE	RETAIL	15E		106	246		
59	00210707303	AZARIAN FARAHARZ	5505 BEL LINE RD	ACTIVE	SINGLE FAMILY RES			6	382		

ACCOUNTS IN THE ADDISON FRANCHISE AREA

ACCOUNT #	CUSTOMER NAME	SERVICE ADDRESS	STATUS	PREMISE TYPE	MPSCO	#M	RATE	CNSMPTN	MTR TYPE
60	ACCOUNT VACANT	5510 CELESTIAL DR	INACTIVE	SINGLE FAMILY RES					
00210707402	ACCOUNT VACANT	5510 CELESTIAL DR	INACTIVE	SINGLE FAMILY RES					
00210707404	DAVE RICHMOND	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707405	CHRISTOPHE R RUFFALO	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707406	MIKE TAYLOR	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707407	ROBERT J DOMNS	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707408	WOODRA HARVEY	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707409	SANDRA HARRINGTON	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707410	CHARLES MADE	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707411	SCORON WATSON	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707412	SHARIF MUMIR INC	5510 CELESTIAL DR	OFFICE	OFFICE					
00210707413	SHARIF MUMIR ENT.	5510 CELESTIAL DR	OFFICE	OFFICE					
00210707414	JAMES R BARTON	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707415	EDWARD R BENNETT	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
00210707416	MICHAEL FERDMAN	5510 CELESTIAL DR	ACTIVE	SINGLE FAMILY RES					
75	02410167205	RAMSEY H MUMIR	14925 HAVE	ACTIVE	SINGLE FAMILY RES				
76	02410119203	DAVID SCHINDLER	14803 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
77	02410119204	JOHN L CHIJIPOD	14803 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
78	02410119205	NILTAH COPPLA	14803 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
79	02410119206	GENTLEMAN BANK	14803 LAKE FOREST DR	INACTIVE	SINGLE FAMILY RES				
80	00210816401	GEORGE P KONDOS	14904 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
81	00210816202	PAT MILLIKEN	14905 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
82	00210816203	VICTOR A SAM	14917 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
83	00210816005	LAWRENCE McNALLY	14917 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
84	00210815908	JOHN C ALLEN	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES				
00210815909	BARBARA TIEGZE	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815910	JACQUELINE TAYLOR	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815911	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815912	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815913	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815914	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815915	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815916	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815917	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815918	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815919	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815920	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815921	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815922	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815923	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815924	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815925	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815926	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815927	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815928	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815929	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815930	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815931	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815932	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815933	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815934	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815935	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815936	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815937	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815938	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815939	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815940	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815941	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815942	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815943	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815944	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815945	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815946	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815947	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815948	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815949	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815950	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815951	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815952	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815953	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815954	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815955	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815956	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815957	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815958	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815959	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815960	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815961	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815962	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815963	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815964	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815965	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815966	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815967	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815968	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815969	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815970	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815971	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815972	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815973	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815974	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815975	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815976	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815977	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815978	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815979	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815980	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815981	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815982	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815983	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815984	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815985	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815986	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815987	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815988	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815989	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815990	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815991	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815992	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815993	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815994	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815995	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815996	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815997	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815998	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210815999	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
00210816000	CHARLES GIBSON	14918 LAKE FOREST DR	ACTIVE	SINGLE FAMILY RES					
20	00210810107	ACCOUNT VACANT	14545 MONTFORT DR	INACTIVE	SINGLE FAMILY RES				
21	00210810008	AIDEN PREP SCH EDN	14545 MONTFORT DR	ACTIVE	OTHER BUSINESS				
22	00210809505	MARK BRADFORD GNRL/PRTNR	14735 MONTFORT DR	ACTIVE	APT/CONDO MTR				
23	02412464402	TOWN OF ADDISON	14750 MONTFORT DR	ACTIVE	OTHER BUSINESS				
24	00210809901	CITY OF ADDISON	14795 MONTFORT DR	ACTIVE	OFFICE BUILDING				
25	02410990408	TOWN OF ADDISON	14836 MONTFORT DR	ACTIVE	MEDIAN STRIP				
26	00210826103	FDIC/PRESTONWOOD POND I	14850 MONTFORT DR	ACTIVE	OTHER BUSINESS				
27	02410991208	TOWN OF ADDISON	14852 MONTFORT DR	ACTIVE	PARK/GOLF COURSES				
28	00210848524	FDIC PRESTONWOOD POND II	14854 MONTFORT DR	ACTIVE	OTHER BUSINESS				
29	00210826053	FREEZE & CO INC	14860 MONTFORT DR	FNL BLD	OTHER BUSINESS				
30	00210826061	FDIC/PRESTONWOOD POND II	14860 MONTFORT DR	ACTIVE	OFFICE BUILDING				

ACCOUNTS IN THE ADDISON FRANCHISE AREA

NO.	ACCOUNT #	CUSTOMER NAME	SERVICE ADDRESS	STATUS	PREMISE TYPE	MPSCO	#H	RATE	CNSMPTN	HTR TYPE
131	02410991604	TOWN OF ADDISON	14864 MONTFORT DR	ACTIVE	PARK/GOLF COURSES	14H		106	1828	0
132	00210826046	ATLANTIC CAFE TOO INC	14866 MONTFORT DR	ACTIVE	RESTAURANT	15 H		104	245	7
133	02410992008	TOWN OF ADDISON	14880 MONTFORT DR	ACTIVE	PARK/GOLF COURSES	14H		106	134	7
134	00210813705	NORTH TEXAS DINING	14999 MONTFORT DR	ACTIVE	RESTAURANT			106	134	7
135	00210801502	CITY OF ADDISON	15000 MONTFORT DR	ACTIVE	OFFICE BUILDING			105	90	0
136	00210816807	CLAUDE BELL	15004 NORTH LAKE DR	INACTIVE	FAMILY RES			106	5	1
137	02414439600	DON LOEHEN	15019 NORTH LAKE DR	ACTIVE	FAMILY RES			106	5	1
138	00210816708	ACCOUNT VACANT	15022 NORTH LAKE DR	INACTIVE	FAMILY RES			106	5	1
139	00210815502	CITY OF ADDISON	5348 OAKS NORTH	ACTIVE	OFFICE BUILDING			106	5	1
140	02412746006	TRISHA E DETTLE	14881 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
141	02414023206	JOHN J HORAN	14920 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
142	02412591204	DALE F HAMSTAD	14949 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
143	00210824546	CHRISTINE MOORE	14950 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
144	00210848537	ROY B STOCKARD	14953 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
145	00210824249	WILLIAM E MCBRIDE	14954 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
146	00210824207	CITY OF ADDISON	14955 OAKS NORTH	ACTIVE	OFFICE BUILDING			106	5	1
147	00210824223	C R HAYES	14956 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
148	00210824231	VALERIE HOGAN	14957 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
149	00210824587	SAM WARE	14958 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
150	00210824561	DAVID TANNENBAUM	14960 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
151	00210824306	PATRICIA A LIND	14964 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
152	00210848636	JOHN R JOHAN	14965 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
153	00210801809	JAMES GOOCH	14968 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
154	00210826905	THOMAS G SADLER	14969 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
155	00210824082	MICHAEL F IRVINE	14974 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
156	00210824108	WILLIAM H MC MILLIAN	14977 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
157	00210824009	FRED L BABBITT	14980 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
158	00210802906	LINDA LOEHR	14984 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
159	00210802807	SIDNEY J SIMMONS	14985 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
160	00210801908	LYLE T STIERHALT	14988 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
161	00210848891	SANDY BECKERT	14989 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
162	0241316007	ROBERT A HECKMAN	14992 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
163	00210801916	CHRISTOPHE C DAVIS	14993 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
164	00210801924	MARY J YOUNG	14997 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
165	00210823803	CITY OF ADDISON	14900 OAKS NORTH	ACTIVE	OFFICE BUILDING			106	5	1
166	00210823900	LARRY C TOOKER	14901 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
167	00210801940	JOHN D MAY	14905 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
168	00210843097	PAUL J DALY	14909 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
169	00210823704	LEONARD B LANNI	14913 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
170	00210849170	LAURENCE FOSSEE	14917 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
171	00210823829	U H SPECHT	14921 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
172	00210823605	CAHRAN MALEK	14924 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
173	00210823506	JIM M DORAN	14928 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
174	00210899800	ED M MILLS	14929 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
175	00210823300	KENNETH BLOOMBERG	14932 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
176	00210802708	MARK BENNETT	14933 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
177	00210826780	ALBERT JANDURA	14936 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
178	00210826806	BENNY R LANE	14937 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
179	00210826772	CITY OF ADDISON	14938 OAKS NORTH	ACTIVE	OFFICE BUILDING			106	5	1
180	00210826810	GLORIA J DARKEN	14941 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
181	00210826839	ROBERT J STEELE	14945 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
182	00210826201	ROBERT C SCHWARTZ	14953 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
183	00210824405	BARBARA SELLMEYER	14952 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
184	02414460002	RAY WILLIAMSON	14861 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
185	00210824033	A G SHAH	14873 OAKS NORTH	ACTIVE	FAMILY RES			106	5	1
186	00210824008	BLAKE SHANSON	15001 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
187	00210824016	SCOTT REES	15001 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
188	00210824004	ROGER B GADD	15005 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
189	00210870002	WILLIAM A AKIN	15005 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
190	00210870088	ROBERT E BYERLEY	15008 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
191	00210825499	JACK C RINDER	15009 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
192	00210825120	FRANK HATCHETT	15012 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
193	00210825338	EDWARD BRANDT	15013 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
194	00210825164	WALTER S STOKES	15016 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
195	00210825202	PAUL F AUSTIN	15017 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
196	00210825444	ROGER A LEWIS	15020 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
197	00210825428	FRED MOUND	15021 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
198	00210825255	JERRY SZCZEPANOWSKI	15025 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
199	00210825297	JERRY MCCUTCHIN	15029 PALADILUM DR	ACTIVE	FAMILY RES			106	5	1
200	00210849667	CITY OF ADDISON	14855 TRAFALGAR CRT	ACTIVE	OFFICE BUILDING			106	5	1
201	00210824027	KEVIN F LIPTINCOTT	14942 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
202	00210823068	G THOMAS JOHNSON	14946 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
203	00210823209	HOWARD M JONES	14950 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
204	00210823407	DOLORES K HAYMAN	14954 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
205	00210849584	ROY E WOOD	14958 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
206	00210823217	AKE RICHAH	14962 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
207	00210823225	WILLIAM D ROME	14966 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
208	00210823308	JAMES H HILL	14970 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
209	00210849741	GEORGE E WATERS	14974 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1
210	00210823332	RODNEY HUGHES	14978 TRAFALGAR CRT	ACTIVE	FAMILY RES			106	5	1

ACCOUNTS IN THE ADDISON FRANCHISE AREA

NO.	ACCOUNT #	CUSTOMER NAME	SERVICE ADDRESS	STATUS	PREMISE TYPE	HPSCO	#M	RATE	CNSMPTN	MTR TYPE
211	00210802005	LILLIAN ARAMOONIE	14982 TRAFALGAR CT ✓	ACTIVE	SINGLE FAMILY RES	15 A	1	4	90.5	RES. 1.0
212	02412156800	JOHN H HENBEST	14986 TRAFALGAR CT ✓	ACTIVE	SINGLE FAMILY RES	15 A	1	4	176.8	RES. 1.0
213	02414577605	A J VILA	14990 TRAFALGAR CT ✓	ACTIVE	SINGLE FAMILY RES	15 A	1	4	53.5	RES. 1.0
214	02412612802	CITY OF ADDISON	14600 WINNHOOD RD ✓	ACTIVE	MEDIAN STRIP	15 E	106	4	2.1	GS. 1.0
215	00210706602	WILLIAM E ROBBINS	14631 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	191.4	RES. 1.0
216	00210706578	FRANK TILLY	14675 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	679.9	RES. 1.0
217	02413795606	DIMITRI MATARAGAS	14694 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	11.9	RES. 1.0
218	00210706503	GENE L MISNER	14707 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	107.7	RES. 1.0
219	00210706404	TERENCE ELLIOTT	14781 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	136.8	RES. 1.0
220	02414374807	CHARLEEN M LOCKETT	14784 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	263.8	RES. 1.0
221	02414390803	CHARLEEN M LOCKETT	14784 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	0.0	RES. 1.0
222	00210706388	STEVE J MCWETHY	14800 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	21.7	RES. 1.0
223	00210706305	WILLIAM CONKLIN	14805 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	139.9	RES. 1.0
224	02413037603	IVAN RUDIGER	14816 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	395.0	RES. 1.0
225	00210706206	STEWART H BEATTY	14829 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	75.8	RES. 1.0
226	02412791206	GILBERT BRUNEMAN	14844 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	108.5	RES. 1.0
227	02412784007	NANCY ROLLINS	14853 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	94.4	RES. 1.0
228	02412750008	LOUIS NAVIAS	14900 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	243.3	RES. 1.0
229	02413820404	LOUIS FOX	14917 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	143.0	RES. 1.0
230	00210706321	TERRY D NEWSON	14932 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	509.0	RES. 1.0
231	02412792000	JAMES A BRACKENSICK	15000 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	157.9	RES. 1.0
232	02413048002	DALLAS HENSLEY	15016 WINNHOOD RD ✓	ACTIVE	SINGLE FAMILY RES	15 E	1	4	161.6	RES. 1.0
233	02412060408	TOWN OF ADDISON	15051 WINNHOOD RD ✓	ACTIVE	RETAIL	15 E	106	4	959.1	RES. 2.0
									1084.6	GS. 2.0



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

October 4, 1993

TO: All City of Dallas Wholesale Treated Water Customer Cities

FROM: W. David Ryburn, Manager
Wholesale Services

SUBJECT: Water Quality

The water utility directors of the Cities of Dallas and Fort Worth have jointly issued the following media statement to reassure the public that reports of water safety violations listed in a report by the Natural Resources Defense Council do not apply to Dallas and Fort Worth water utilities. We are forwarding copies of this media statement to all our wholesale treated water customers for their information.

Please feel free to call me at 670-5886 if you have any questions.

John
F.Y.I.
David

MEDIA ADVISORY:

For more information contact:

Fort Worth

Richard W. Sawey, director
(817) 871-8207 or
Ronny Hyde, assistant director
(817) 871-8293

Dallas

Michael S. Marcotte, director
(214) 670-3144 or
Janell Mirochna, public information
representative
(214) 670-4297

Water utility directors Michael S. Marcotte of Dallas and Richard W. Sawey of Fort Worth have issued the following statement to reassure the public that reports of water safety violations listed in a report by the Natural Resources Defense Council do not apply to Dallas and Fort Worth water utilities. Should you wish to pursue a local story on this issue, Marcotte is available for interviews today. Sawey is in Austin, but Ronny Hyde, assistant director, is available for interviews related to Fort Worth. Sawey will return on Friday.

For immediate release:

**Fort Worth and Dallas Water
Meets All Standards**

Dallas (September 29, 1993)— "The Dallas and Fort Worth water supplies meet all state and federal standards for safety," says Fort Worth Water Department Director Richard Sawey. "Our mission is to provide citizens with top quality drinking water now and in the future," adds Dallas Water Utilities Director Michael S. Marcotte.

The directors of the water utilities of two of Texas largest cities acknowledge that not all Texas water utilities are in compliance with the regulations. However, Dallas and Fort Worth are in complete compliance with current standards.

The directors recommend that people who want more information about the quality of their drinking water contact their local utility, the Texas Natural Resource Conservation Commission in Austin or the Region 6 Environmental Protection Agency offices in Dallas.

Dallas Water Quality Fact Sheet

September 29, 1993

Overall Quality

Dallas Water Utilities (DWU) produces excellent quality water. In 1991, Dallas won the Environmental Protection Agency's Environmental Excellence Award for Public Water Supply. The city is rated as having a "Superior" public water system by the Texas Natural Resource Conservation Commission (TNRCC—formerly known as the Texas Water Commission). Superior is the highest rating given by the TNRCC. DWU conducts more than 600,000 water quality tests annually to ensure a superior quality water.

Source Quality

DWU currently uses five reservoirs: Lake Grapevine; Lake Lewisville; Lake Ray Hubbard; Lake Ray Roberts; and Lake Tawakoni. The Watershed Management section monitors water quality in the lakes, investigates to locate the source of pollution producing activities and supplies information to regulatory agencies when they locate activities such as illegal dumping of hazardous materials. Their efforts ensure that Dallas' raw water quality remains good.

Compliance with regulations

Dallas water meets or is better than all state and federal standards. Dallas has had no violations of any drinking water quality regulations in the history of DWU.

Arsenic

At less than .005 parts per million (ppm), DWU is well below the EPA limit of .05 ppm for arsenic.

Filtration

EPA recently ruled that all drinking water suppliers must filter their water. DWU has used filtration as part of the treatment process for more than 60 years.

Lead

DWU has passed all of the EPA-mandated tests for lead in drinking water at the tap. Testing results led TNRCC to determine that DWU is "optimizing corrosion control," which means that Dallas' non-aggressive water treatment process prevents leaching of lead into water from solder joints or lead pipe in customers' plumbing.

Dallas Water Quality Fact Sheet — Add 1

DWU water is lead-free when it leaves the water treatment plants. DWU is committed to keeping it that way and has been systematically replacing lead pipes in the distribution system ever since lead was discovered to be a health problem. Although DWU produces non-corrosive water that does not dissolve minerals such as lead or copper from existing piping, some leaching is still possible if water sits in pipes too long. Therefore, DWU continues to teach citizens how to reduce the chances of exposure to lead from lead plumbing or solder in residences.

Radon

DWU water does not contain radionuclides such as radon gas. Fortunately, radon is not a problem in this part of the country.

Trihalomethanes (THMs)

TNRCC and DWU monitor Dallas water for THMs quarterly. The maximum contaminant level (MCL) allowed by the U.S. EPA is 100 parts per billion (ppb). Dallas water always averages well below that level—in the 25 to 40 ppb range.

DWU uses chlorine and ammonia to disinfect the water. These two chemicals combine to form chloramine, a disinfectant known to reduce THM formation.

Water systems are required by the TNRCC to maintain a minimum chlorine residual of 0.5 parts per million (ppm) in the water in the distribution system. This ensures that the water remains safe during its journey from the treatment plants to homes and businesses. If the water did not contain residual chlorine, bacteria could grow and spread waterborne diseases such as typhoid and cholera. Approximately 500 chlorine residual tests are performed on water collected from the distribution system each month.

Ozone

Dallas has recently updated the Elm Fork Water Treatment Plant to include ozone disinfection of water. The use of ozone for disinfection is a cutting edge technology that is designated by the EPA as a Best Available Technology (BAT) for meeting the new Surface Water Treatment Rule.

Parasites

Filtration is an effective method of removing parasites from water and as mentioned above, DWU's treatment processes include filtration. Recent tests show no *Cryptosporidium* or *Giardia* in Dallas drinking water.

Free water quality testing for DWU customers upon request

DWU offers free water quality tests upon request. Call 670-0915 for more information.

Chemical Analysis of Dallas Water

Minerals	Standard MCL*	DALLAS WATER AVERAGES
TOTAL ALKALINITY	NS	55
TOTAL HARDNESS	NS	73
CHLORIDES	300	13
FLUORIDE	1.8	0.77
NITRATES as N	10	0.25
SULFATE	300	43
TOTAL DISSOLVED SOLIDS	1000	150

Trace Metals		
ARSENIC	0.05	<0.005
BARIUM	1.0	<0.05
CADMIUM	0.01	<0.001
CHROMIUM	0.05	<0.005
COPPER	1.3	<0.01
IRON	0.3	<0.01
LEAD	0.015**	<0.005 (plant); 0.004 (tap)
MANGANESE	0.05	<0.01
MERCURY	0.002	<0.001
SELENIUM	0.01	<0.002
SILVER	0.05	<0.01
ZINC	5.0	<0.01

TURBIDITY	0.5 NTU	<0.5
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NS = No Standard

< = less than

* MCL = Maximum Contaminant Level
(in parts per million unless otherwise noted).

** Action level at tap

Source: Dallas Water Utilities Laboratories, 1993

130 PO North WD P. 03

Fort Worth Water Quality Fact Sheet

September 29, 1993

Overall quality

The Fort Worth Water Department produces drinking water that consistently is better than the government requires it to be. In 1990, the Environmental Protection Agency's Region VI office selected the city's Rolling Hills Water Treatment Plant to represent the region in the national Environmental Excellence Award for Public Water Supply. The department is listed as a "Superior" water system by the Texas Natural Resource Conservation Commission (TNRCC, formerly known as the Texas Water Commission), the highest rating the agency gives.

Source quality

Fort Worth water comes from five reservoirs: Lake Bridgeport, Eagle Mountain Lake, Lake Worth, Lake Benbrook, Cedar Creek Reservoir and Richland-Chambers Reservoir. Fortunately, these reservoirs all contain water of excellent quality. Most of the reservoirs are managed by the Tarrant County Water Control and Improvement District No. 1 or the Corps of Engineers. Fort Worth owns Lake Worth. All these agencies work together to ensure these reservoirs remain free from contamination, conducting joint testing on a routine basis in coordination with state agencies.

In addition, Fort Worth received a \$3.4 million matching grant under the federal Clean Lakes Program for Lake Worth. Among the tasks to be conducted under the grant is developing a model watershed management program for the lake.

Compliance with regulations

Fort Worth water has not violated any state or federal drinking water quality regulations in more than 20 years. In fact, the water is better than required.

Lead

Fort Worth water overall passed tests for lead content. These tests were taken at the consumers' taps since water leaves treatment plants free of lead but can pick up the metal from lead pipe and lead solder in private plumbing. The department is required to conduct a corrosion control study, which is under way and will be complete by July 1994.

The department is committed to educating and protecting the public from lead exposure. Fort Worth is one of a handful of cities that has an ordinance requiring day care centers to have their water tested for lead content to maintain licensing. Another ordinance bans the sale of lead solder for repairs to tap water plumbing. Fort Worth participated in a national study sponsored by the American Water Works Association Research Foundation on lead

and copper in drinking water. The department has developed brochures and displays and placed several notices in water bills teaching residents how to protect themselves from lead exposure.

Radon

Radon gas does not occur naturally in the Fort Worth area, and the utility has not found radionuclides in the system.

Arsenic

Arsenic levels in Fort Worth water fall well below the level considered to be safe by the EPA. However, the city is seeking funding to conduct additional research on arsenic since small amounts are found in the reservoirs the city draws water from. Arsenic is an ingredient in products used in agriculture and industry, and it can get into lakes through runoff.

Trihalomethanes (THMs)

Both the Fort Worth Water Department and TNRCC monitor for THMs quarterly. THMs are byproducts formed when water is chlorinated to kill harmful microorganisms. The maximum THM level allowed by the EPA is 100 parts per billion. Fort Worth water averages 20-32 parts per billion, well below the limit.

Fort Worth mixes chlorine with ammonia to disinfect water. These combine to form chloramine, which produces less THMs and lasts longer in the system than chlorine alone. TNRCC requires utilities to have a certain amount of chlorine residual in the water system at all times to ensure the water remains pure all the way to the customer's tap. Without this, bacteria could grow inside the water pipes and spread waterborne diseases.

Ozone

Fort Worth's newest plant, the Eagle Mountain Water Treatment Plant, uses ozone to disinfect the water. The method is considered by the EPA as the Best Available Technology.

Filtration

Fort Worth filters all its drinking water, producing water with very low turbidity levels. Turbidity is a measure of the particulate matter in water.

Parasites

Because of the sophisticated filtering techniques Fort Worth uses, there is no reason to believe giardia or cryptosporidium exist in Fort Worth drinking water. However, just to be certain, the department is working with the Tarrant County Water Control and Improvement District No. 1 to develop a monitoring program for these parasites.

9/28/93

COPY

RESOLUTION NO. R93-095

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE AMOUNT OF APPROXIMATELY \$27,000 WITH ESPEY-HUSTON AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION REQUIRED TO FACILITATE ADDISON'S OPERATION OF THE DALLAS FRANCHISE AREA.

WHEREAS, Espey-Huston and Associates, Inc. have submitted a proposal to the town for professional engineering services to prepare plans and specifications for the construction required to facilitate Addison's operation of the Dallas franchise area; and

WHEREAS, the proposal includes a lump sum fee of \$25,200 for basic services and an estimated time and materials fee of \$1,800 for construction phase services; and

WHEREAS, funding for this project is available from the proceeds of the 1993 Utility Bonds; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

THAT, the City Council does hereby approve a contract in the amount of approximately \$27,000 with Espey-Huston and Associates, Inc. for professional engineering services for the plans and specifications for the construction required to facilitate Addison's operation of the Dallas Franchise Purchase Engineering.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 28th day of September, 1993.



MAYOR

ATTEST:



CITY SECRETARY



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

September 7, 1993

Mr. John Baumgartner
Director of Public Works
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear John:

Please be advised that your August wastewater sampling survey was conducted in accordance with the contract and parameters indicated under Chapter 49 of the Dallas City Code were within acceptable concentrations. The average TSS concentration was 194 mg/L and the average BOD concentration was 202 mg/L.

If you have any questions, please call me at 670-5886.

Sincerely,

W. David Ryburn
Manager
Wholesale Services

trc
enclosure

c: Keith Thompson, Town of Addison Utilities Superintendent
Alan Aulenbach, Dallas Water Utilities Pretreatment Section Manager
Betty Brown, Pretreatment and Laboratory Services Manager



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207, Dallas, Texas 75207
(214) 670-4424 or (214) 670-3803

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON (POINTS OF ENTRY)

Date	08-03-93	08-03-93	08-03-93	08-04-93	08-04-93	08-04-93	08-05-93
Lab Number	206525	206526	206527	206682	206684	206683	206750
Volume	10.43	58.88	30.14	10.87	29.75	66	11.21
pH							
Total Suspended Solids	112	232	451	372	227	36	216
Biochemical Oxygen Demand	34	183	238	183	144	38	131
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Selenium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	ACADEMY	BRANCH	KS	ACADEMY	KS	BRANCH	ACADEMY

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division

1350 Manufacturing St. Suite 207, Dallas, Texas 75207

(214) 670-4424 or (214) 670-3803

DALLAS WATER UTILITIES -- Report of Analysis

CITY OF ADDISON (POINTS OF ENTRY)

Date	08-05-93	08-05-93	08-06-93	08-06-93	08-06-93	08-07-93	08-07-93
Lab Number	206752	206751	206836	206834	206835	206854	206855
Volume	29.26	68.52	30.02	10.63	64.92	12.02	67.04
pH							
Total Suspended Solids	191	208	160	204	227	136	212
Biochemical Oxygen Demand	37	179	161	141	299	133	437
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Selenium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	KS	BRANCH	KS	ACADEMY	BRANCH	ACADEMY	BRANCH

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

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(214) 670-4424 or (214) 670-3803

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON (POINTS OF ENTRY)

Date	08-07-93	08-08-93	08-08-93	08-08-93	08-09-93	08-09-93	08-09-93
Lab Number	206856	206861	206859	206860	206925	206926	206927
Volume	27.85	27.85	12.02	67.04	67.04	27.85	12.02
pH							
Total Suspended Solids	182	104	133	205	126	153	80
Biochemical Oxygen Demand	207	131	130	256	301	144	88
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Selenium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	KS	KS	ACADEMY	BRANCH	BRANCH	KS	ACADEMY

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207, Dallas, Texas 75207
(214) 670-4424 or (214) 670-3803

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON (POINTS OF ENTRY)

Date	08-10-93	08-10-93	08-10-93	08-11-93	08-11-93	08-11-93	Average
Lab Number	206996	206998	206997	207089	207091	207090	
Volume	11.93	30.4	67.96	11.78	29.63	68.24	
pH							
Total Suspended Solids	148	290	202	110	223	228	194
Biochemical Oxygen Demand	125	198	222	91	137	208	202
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Selenium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	ACADEMY	KS	BRANCH	ACADEMY	KS	BRANCH	

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment

8/25/93

WATER SYSTEM ANALYSIS FOR PROPOSED MODIFICATIONS
TO CONVERT THE DALLAS WATER UTILITIES FRANCHISE AREA
TO THE TOWN OF ADDISON WATER SYSTEM

ADDENDUM

PRESSURE REDUCTION IN THE DWU FRANCHISE AREA AFTER CONNECTION TO THE
TOWN OF ADDISON SYSTEM

In Run #1 with the system at average day demand, the model showed pressures over 100 psi along Winnwood. The attached schematic of the water model is annotated to show nodes with pressure over 80 psi. (This run is based on the elevated tank being almost full and one pump running at Celestial pump station producing a discharge hydraulic grade line elevation of 790' msl.)

One approach to protecting customers from potentially excessive pressure is to install individual pressure reducing valves (PRV's) on the customers' service line. Using 80 psi as a guideline for desirable maximum pressure, the estimated number of individual PRV's which might be required is approximately 100 for residential customers plus an undetermined additional number for commercial customers in the Town Hall area. (This is based on residential lots and not existing houses.) It is reasonable to expect that many of Addison's new customers in this area would be annoyed by the disturbance of having a PRV installed on their service line. In addition the water mains would still experience the high pressure.

Consequently, several alternatives were evaluated for creating a Reduced Pressure Area (RPA) by installing PRV stations on water mains feeding the RPA. Using 80 psi (185' of head) as the criteria for maximum pressure in the RPA and 550' msl as the lowest ground elevation, the PRV's would be set to maintain a 735' pressure plane in the RPA. The highest ground elevation in the RPA would be approximately 615' msl at the west end of Havenshire, which would have a pressure of 52 psi in the 735 pressure plane.

Using 785 as the pressure plane for the Town of Addison system based on overflow elevation at the elevated storage tank, then ground elevation lower than 600' msl would experience pressure exceeding 80 psi. The attached water model schematic shows the approximate location of the 600' ground contour. This serves as a guide for establishing a boundary for a reduced pressure area.

ESPEY, HUSTON & ASSOCIATES, INC.

All three of the alternatives for an RPA require a pressure reducing valve on the 12" main in Celestial just west of Bellbrook. This site is close to the 600' msl boundary. Alternative A requires one additional PRV in the proposed 8" main in Beltline just east of Oaks North (see pipe 436 in the model). Alternative A would place approximately 83 residential lots in the RPA. The highest pressure outside the RPA in the 785 pressure plane would be about 94 psi in the main in Oaks North near Beltline. Individual PRV's would still be required for approximately 18 residential lots along Oaks North at ground elevations lower than 600' msl. Commercial customers in the Town Hall Shopping Center, with pressures up to 92 psi, would also qualify for individual PRV's.

Alternative B requires a total of three PRV's, i.e., the Celestial-Bellbrook PRV plus a PRV for the 8" main in Royal Drive (pipe 458 at node 458) and a PRV for the 8" main in Beltline at Town Hall Shopping Center (pipe 506 at node 504). In this case the highest pressure outside the RPA in the 785 pressure plane would be about 88 psi in the main at Town Hall. Commercial customers with service lines off of pipes 516 and 518 would have pressures of approximately 85 psi, but there would be no residential customers requiring individual PRV's.

Alternative C uses four PRV's (pipes 402, 458, 516 and 504) so that the RPA includes the aforementioned commercial customers on pipes 516 and 518. A disadvantage of Alternative C, in addition to an additional PRV, is that the fire hydrants on pipe 518 adjacent to the Town Hall Shopping Center would be on reduced pressure.

Although it is not certain that 100 psi static pressure in parts of the system would cause problems, there is a risk involved and possibly some liability for the Town of Addison. Therefore, if pressure reduction is determined to be implemented, our recommendation is Alternative B described above. Design of the pressure reducing stations should include consideration of fire flows in the RPA for determining PRV size and capacity.

(e) This article may be enforced by civil court action as provided by state or Federal law."

SECTION 3. That Section 49-100, "Certain Wastes Prohibited in Sanitary Sewers," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-100. CERTAIN WASTES PROHIBITED IN SANITARY SEWERS.

(a) No person shall discharge, or cause or permit to be discharged into a sanitary sewer:

(1) any inflows or infiltration, as illustrated by, but not limited to, storm water, ground water, roof run-off, subsurface drainage, a downspout, a yard drain, a yard fountain or pond, or lawn spray;

(2) wastewater or industrial waste generated or produced outside the city unless approval in writing from the director has been given the person discharging the waste;

(3) a liquid or vapor having a temperature higher than 150° Fahrenheit (65° Centigrade);

(4) gasoline, kerosene, benzene, naphtha, fuel oil or vapors, or materials, capable of forming a flammable or explosive mixture;

(5) solid or liquid substances in quantities capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater facilities as illustrated by, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues or bulk solids, except when such items as lime slurry or lime residues are used in the treatment of combined storm and wastewater during storm runoff;

(6) a gas or substance capable of forming a gas which either singly or by interaction with other waste may cause objectionable odor, hazard to life, or other conditions deleterious to structures or the city's wastewater treatment Processes;

- (7) garbage that has not been properly shredded;
- (8) wastewater exceeding 100 mg/l of oils, fats and grease of the following types: [7]
- (A) floatable grease of any origin;
- (B) free or emulsified grease of petroleum or mineral origin, or both, including, but not limited to;
- (i) cooling or quenching oil;
- (ii) lubrication oil;
- (iii) cutting oil; and
- (iv) non-saponifiable oil;
- (9) a substance having a pH value lower than 5.5 or higher than 10.5;
- (10) metals in the form of compounds or elements in solution or suspension in concentrations exceeding the following:

Arsenic (As)	<u>0.10</u> [0+05]	mg/l
Barium (Ba)	<u>1.0</u>	mg/l
Cadmium (Cd)	<u>1.0</u> [0+10]	mg/l
Chromium (Total)	<u>5.0</u> [3+0]	mg/l
Copper (Cu)	<u>5.0</u> [3+0]	mg/l
Lead (Pb)	<u>5.0</u> [3+0]	mg/l
Manganese (Mn)	<u>1.0</u>	mg/l
Mercury (Hg)	<u>0.01</u> [0+005]	mg/l
Nickel	<u>5.0</u> [3+0]	mg/l
Selenium (Se)	<u>0.05</u>	mg/l
Silver (Ag)	<u>4.0</u> [3+0]	mg/l
Zinc (Zn)	<u>5.0</u> [3+0]	mg/l

(11) heavy metals and toxic material in concentrations prohibited by state or federal regulations including, but not limited to:

Antimony	Rhenium
Beryllium	Strontium
Bismuth	Tellurium
Boron	Fungicides
Cobalt	Herbicides

Molybdenum
Uranylion

Pesticides

unless the permit obtained under Section 49 [~~48~~]-107 specifies conditions of pretreatment, concentrations, and volumes;

(12) cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of two mg/l as CN;

(13) chlorides greater than 500 mg/l;

(14) radioactive materials in a manner which will permit a transient concentration higher than 100 microcuries per liter;

(15) sulfides greater than 10.0 [~~5.0~~] mg/l;

(16) sulfates in concentrations which are not amenable to treatment;

(17) emulsified grease of animal or vegetable origin in concentrations which are not amenable to treatment;

(18) unusual taste or odor producing substances, unless pretreated to a concentration acceptable to the director, so that the material does not;

(A) cause damage to collection facilities;

(B) impair the city's treatment processes;

(C) incur treatment cost exceeding those of normal sewage; or

(D) render the water unfit for stream disposal or industrial use;

(19) BOD or suspended solids in excess of 250 mg/l;

(20) a discharge of water, wastewater, or industrial waste which in quantity of flow, exceeds for any period of duration longer than 15 minutes, more than four times the average 24 hour flow during normal operation;

(21) total dissolved solids in concentrations which are not amenable to treatment;

(22) COD in concentrations which are not amenable to treatment;

(23) any other substance which is determined by the director to be not amenable to treatment;

(24) organic chemical substances in concentrations exceeding the following:

<u>Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Phenol</u>	<u>0.10</u>	<u>mg/l</u>
<u>Toluene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Isopropyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Acetone</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methylene Chloride</u>	<u>1.0</u>	<u>mg/l</u>
<u>Ethyl Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Methyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methyl Ethyl Ketone</u>	<u>10.0</u>	<u>mg/l</u>

(25) insecticides and herbicides in concentrations which are not amenable to treatment;

(26) Poly-chlorinated biphenyls.

(b) If a person discharges a substance into the sanitary sewer in violation of this section, the director may:

(1) terminate the service of water or sanitary sewer to the premises from which the substance was discharged; or

(2) require pretreatment or control of the quantities and rates of discharge of waste to bring the discharge within the limits established by this section.

(c) Action taken by the director under Subsection (b) does not prevent the use of other enforcement methods available to the city.

(d) If national pretreatment standards more stringent than those prescribed in this article are promulgated by the United States Environmental Protection Agency for certain categories of industries, the more stringent national pretreatment standards will apply to the affected industrial user.

(e) The director may grant variances in compliance dates to industries when, in his opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the director grant variances for compliance dates to industries affected by National Categorical Pretreatment Standards beyond the compliance dates established by the United States Environmental Protection Agency.

(f) The director may establish regulations to control the disposal and discharge of industrial waste into the city's wastewater facilities."

SECTION 4. That Section 49-106, "Right of Entry of City Employees," of CHAPTER 49, "WATER AND SEWERS", of the Dallas City Code, as amended is amended to read as follows:

"SEC. 49-106. RIGHT OF ENTRY OF CITY EMPLOYEES.

The [water-superintendent] director, the city environmental health officer, and other duly authorized employees of the city acting as their [his] duly authorized agents and bearing proper credentials and identification, shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article.

SECTION 5. That Section 49-107, "Permit Required for Discharge of Industrial Waste; Application; Exemptions," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-107. PERMIT REQUIRED FOR DISCHARGE OF INDUSTRIAL WASTE; APPLICATION; EXEMPTIONS.

(a) A significant industrial user [person] shall not discharge, or allow to be discharged, industrial waste into the sanitary sewer without obtaining and maintaining a valid permit from the director.

(b) Application for a permit must be made to the director upon a form provided for the purpose and must be accompanied by plans and specifications for pretreatment facilities if pretreatment is required. The director may establish further regulations and procedures not in conflict with this chapter or other laws, regarding the granting and enforcement of permits.

(c) The director shall issue a permit if [he-determines that]:

(1) the director determines that pretreatment facilities are adequate for efficient treatment of discharged waste[+] and comply with the waste concentration level requirements of Section 49-100 or with national pretreatment standards, whichever is applicable; or

(2) the applicant has submitted:

(A) an expected compliance date,

(B) an installation schedule of approved pretreatment devices,

(C) a self-monitoring program prepared in accordance with all applicable Federal pretreatment standards promulgated by the United States Environmental Protection Agency; or

(3) [~~2~~] applicant is not discharging waste in violation of Section 49-100 other than excessive BOD or suspended solids. [~~and~~]

[~~3~~]-applicant-is-in-compliance-with-applicable federal, state, and local laws and regulations.

(d) Permits granted under this section are not transferrable or assignable.

[~~a~~] Residential-premises-and-class-group-users-paying-an industrial-surcharge-under-Section-49-110-are-exempted-from this-section.] "

SECTION 6. That Section 49-108, "Denial of Suspension of Permit," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-108. DENIAL OR SUSPENSION OF PERMIT.

(a) The director may deny a permit if he determines that an applicant is not qualified under Section 49-107(c) and may suspend a permit if he determines that a permittee:

(1) is not qualified under Section 49-107(c);

(2) has violated a provision of this article; [or]

(3) has failed to pay a fee required by this chapter;

(4) has failed to comply with applicable Federal pretreatment standards and requirements; or

(5) has failed to comply with the compliance schedule required under Section 49-107 (c) (2).

(b) After suspension under this section, a permittee may file a request for reinstatement of the permit. When the director determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, he shall reinstate the permit.

(c) A permittee whose permit is suspended shall not discharge industrial waste into the sanitary sewer.

(d) The director may amend a permit with additional requirements to assure compliance with applicable laws and regulations."

SECTION 7. That Section 49-112.1, "Sampling of Water," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended by adding a new subparagraph (c), to read as follows:

"(c) The director shall conduct inspection, surveillance and monitoring procedures to determine whether an industrial user is in compliance with applicable pretreatment standards and requirements. The inspection, surveillance, and monitoring must be independent of information received from the self-monitoring reports program."

SECTION 8. That a person violating a provision of this Ordinance, upon conviction, is punishable by a fine not to exceed \$200.

SECTION 9. That CHAPTER 49, "WATERS AND SEWERS," of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. That the terms and provisions of this Ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 11. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

ANALESIE MUNCY, City Attorney

By Lawrence D. Self
Assistant City Attorney

Passed and correctly enrolled JUL 13 1983

6531K/wp



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

November 1, 1993

CERTIFIED MAIL P 572 400 118

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Mr. Whitehead:

Enclosed for your information is a copy of the Cost of Service Study for 1993 and a copy of Dallas' Ordinance No. 21824 passed on September 22, 1993, adjusting rates for water and wastewater services provided by the City of Dallas. The new rates for treated water, effective on October 1, 1993, are:


Two-Part: Volume Charge: \$0.3111 per 1000 gallons
Demand Charge: \$135,600 per MGD

Flat: \$1.1494 per 1000 gallons

Dallas Water Utilities will continue reviewing the adequacy of rates and perform annual cost of service studies. Contracts with certain customers require a specific notice in advance of a revision in rates while others do not. However, we want to be sure that all customers receive the same information. Therefore, please consider this letter as our notice of intent to revise rates on or about October 1, 1994, to cover the cost of treated water service. The amount of that revision will be determined cooperatively with your participation invited during the coming months.

We will keep you informed as we progress. If there are any questions or if you need assistance, please call me or David Ryburn.

Sincerely,


Michael S. Marcotte *11.1.93*
Director

trl

enclosure: Ordinance No. 21824
1993 Cost of Service Study

c: Randy Moravec, Director of Finance Addison
John Baumgartner, Director of Public Works Addison



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

November 1, 1993

CERTIFIED MAIL P 572 400 108

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 144
Addison, Texas 75001


Dear Mr. Whitehead:

Enclosed for your information is a copy of the Cost of Service Study for 1993 and a copy of Dallas' Ordinance No. 21824 passed on September 22, 1993, adjusting rates for water and wastewater services. The rate for wastewater service is \$1.1470 per 1000 gallons and applies to both metered and unmetered wastewater customers. An infiltration and inflow adjustment factor of 15.7% will be applied to the winter month's consumption average total to determine the billable volume for unmetered wastewater flow. The new rates are effective October 1, 1993.

Dallas Water Utilities will continue reviewing the adequacy of rates and perform annual cost of service studies. Contracts with certain customers require a specific notice in advance of a revision in rates while others do not. However, we want to be sure that all customers receive the same information. Therefore, please consider this letter as our notice of intent to revise rates on or about October 1, 1994, to cover the cost of providing wastewater service. The amount of that revision will be determined cooperatively with your participation invited during the coming months.

We will keep you informed as we progress. If there are any questions or if you need assistance, please call me or David Ryburn.

Sincerely,


Michael S. Marcotte ^{11/1/93}
Director

trl

enclosure: Ordinance No. 21824
1993 Cost of Service Study

c: Randy Moravec, Director of Finance Addison
John Baumgartner, Director of Public Works Addison

CITY OF ADDISON

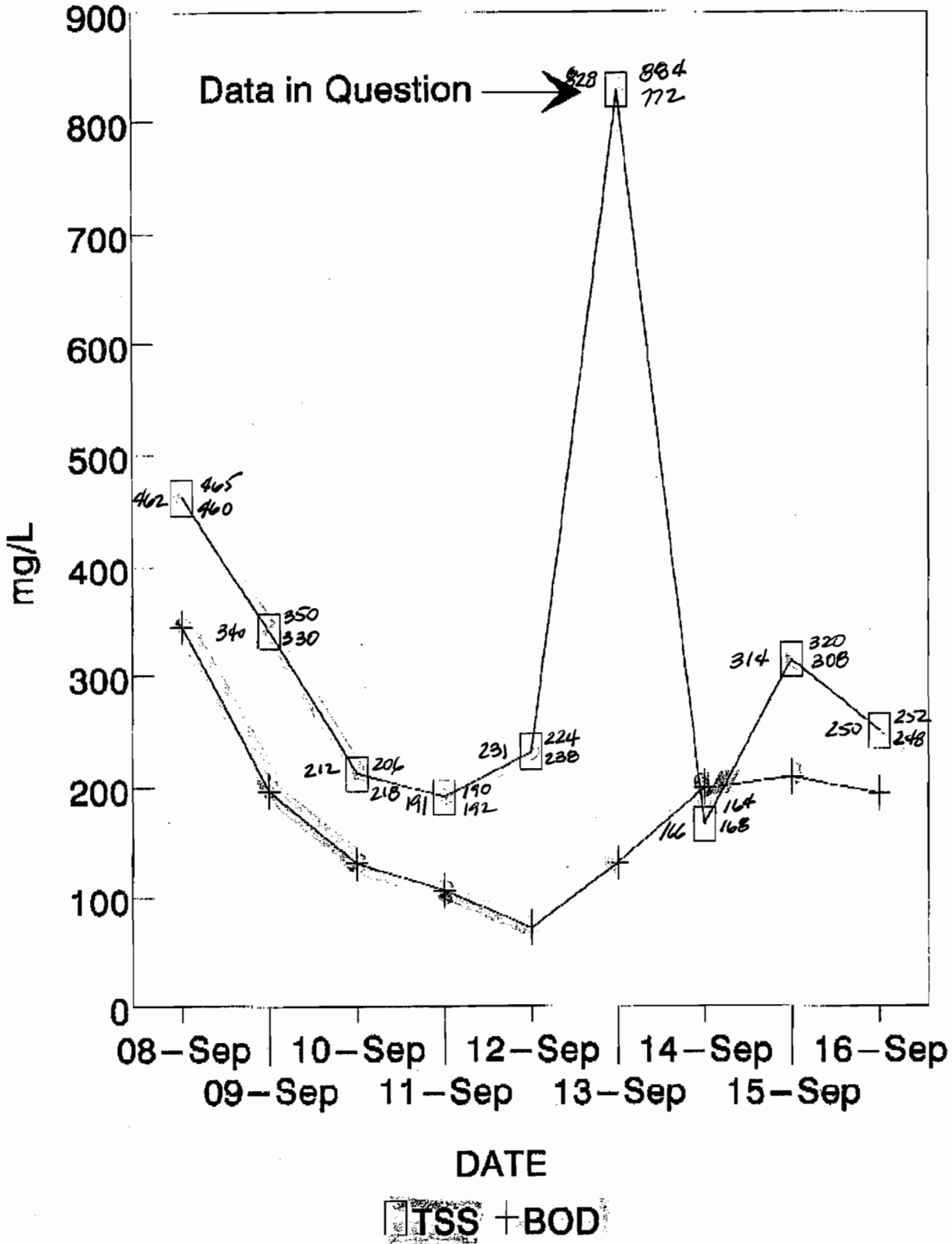
ADJUSTED FLOW WEIGHTED CALCULATIONS— For March 1993 to October 1993

MONTH	PREVIOUS CALCULATIONS		ADJUSTED CALCULATIONS	
	AVG. TSS	AVG. BOD	AVG. TSS	AVG. BOD
MARCH 1993	292	268	275	277
APRIL 1993	231	226	219	229
MAY 1993	293	285	271	295
JUNE 1993	247	267	260	330
JULY 1993	273	270	272	335
AUGUST 1993	194	202	195	202
SEPTEMBER 1993	267	196	231	210
OCTOBER 1993	432	188	377	212
MONTHLY AVG.	278.6	237.8	262.5	261.3
TSS DIFFERENCE	-16.1 DECREASE			
BOD DIFFERENCE	23.5 INCREASE			

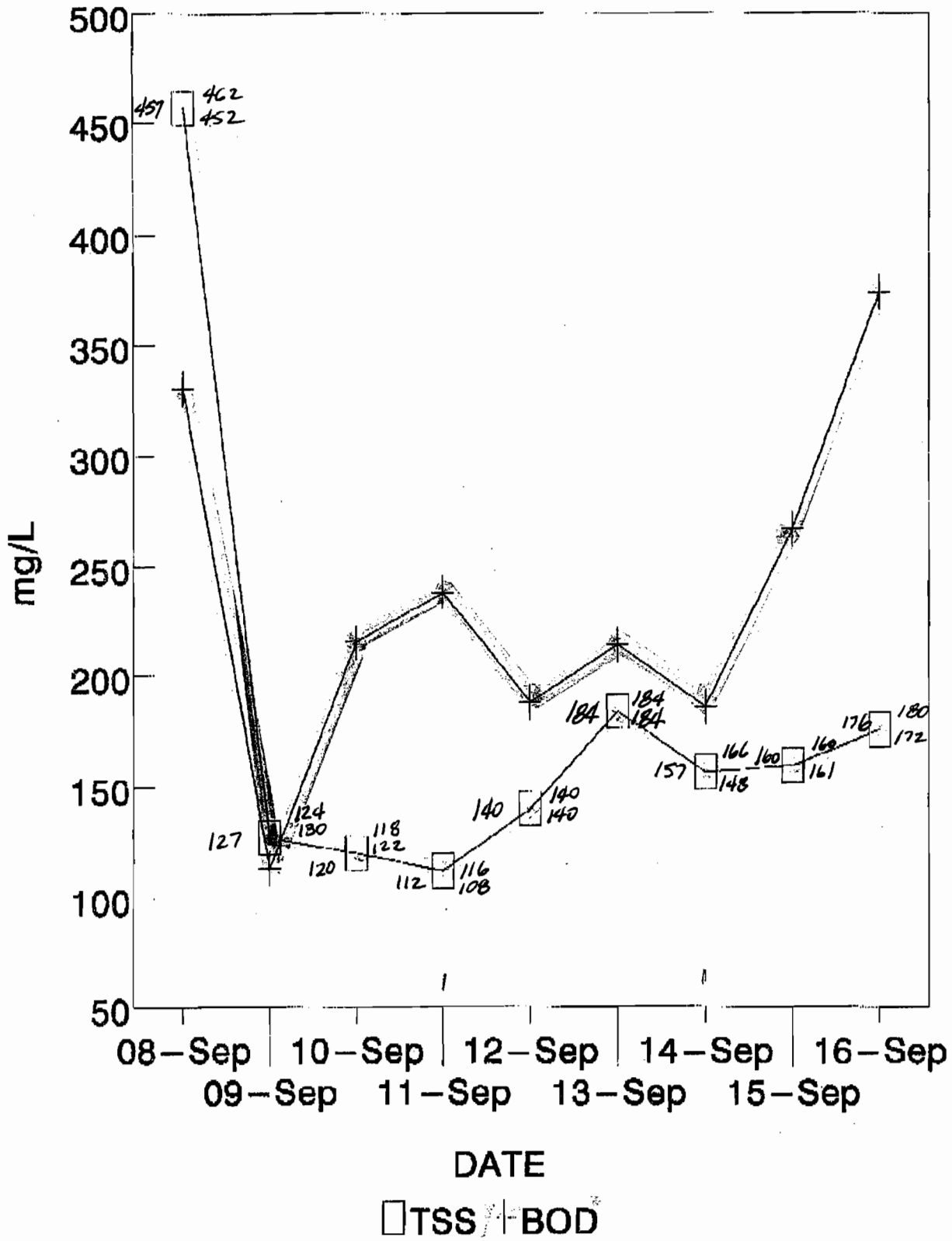
* All values are reported in mg/L.

CITY OF ADDISON K.S.

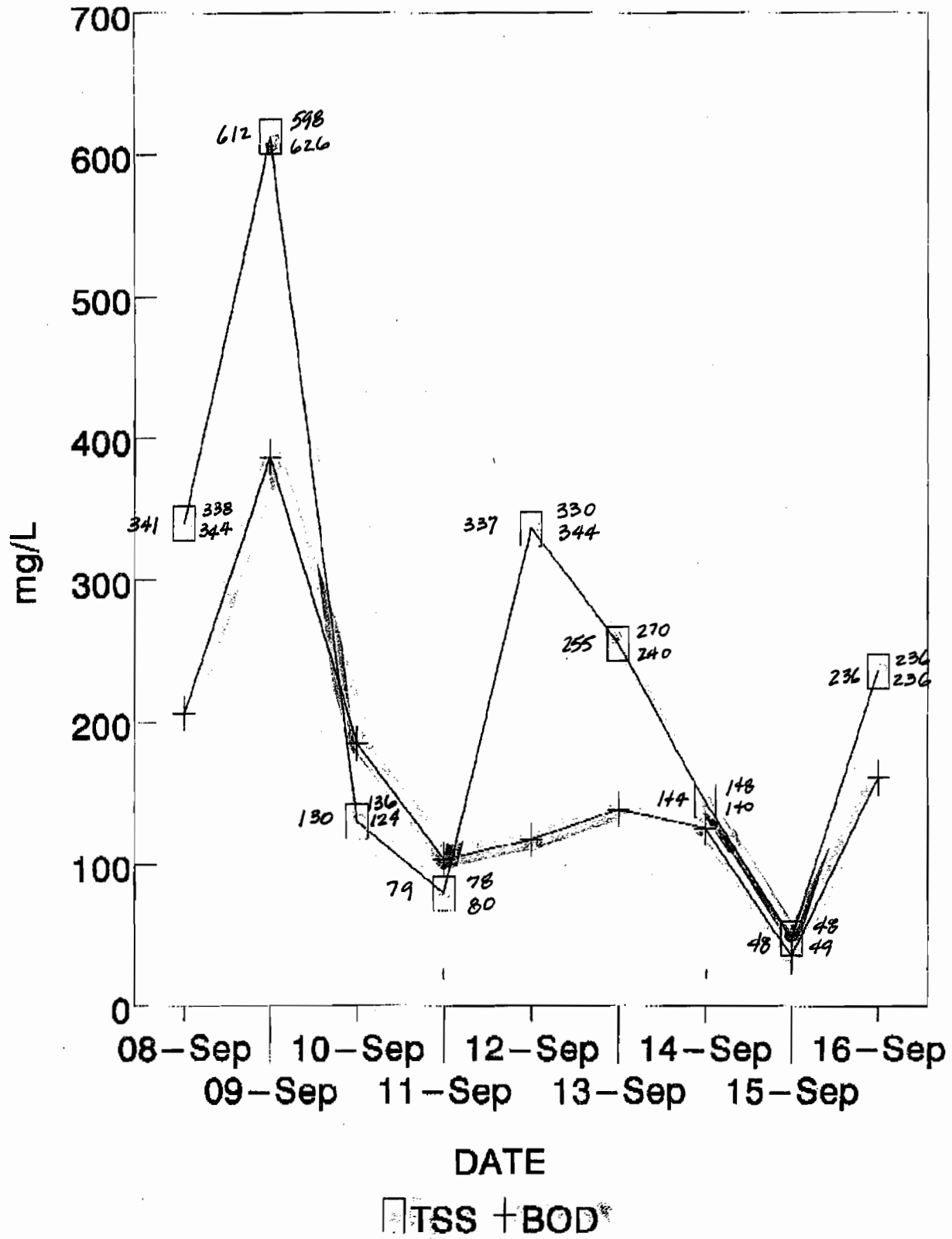
10/26/93



CITY OF ADDISON BRANCH



CITY OF ADDISON ACADEMY



FOR Alan DATE 10-28 TIME 9:30

WHILE YOU WERE OUT

NAME Wayne Borden 12th
COMPANY WW Collection CITY _____

TELEPHONED RETURNED YOUR CALL WILL CALL AGAIN
 CAME BY TO SEE YOU CALLED FOR AN APPOINTMENT

PLEASE CALL: AREA CODE _____ PHONE NO. _____ EXT. _____

REMARKS: Rainfall in September 8-15
in North Dallas
September 8: 2.10 inch fell
Sept 14 6.10 inch fell BY WS

The other dates did not have any rainfall

S/N 753-036-046
SUP-01588

TRANSMITTAL MEMORANDUM		DATE
TO:	DEPT. VOHN - 742	
FROM:	DEPT.	
<input type="checkbox"/> Investigate and Report <input type="checkbox"/> Per Your Request <input type="checkbox"/> Take Appropriate Action <input type="checkbox"/> For Your Information <input type="checkbox"/> See Me <input type="checkbox"/> File <input type="checkbox"/> Prepare Reply for my Signature <input type="checkbox"/> Your Recommendation <input type="checkbox"/> Read and Return <input type="checkbox"/> Request Approved <input type="checkbox"/> For Your Approval <input type="checkbox"/> Request Denied <input type="checkbox"/> Attach File and Return <input type="checkbox"/> Signature		
COMMENTS:		
POW - 8780		
0252		
CK PER NOTES ON LAB SHEETS		
8th. .16		
13 .06		
14-15 0		

WARM T / TOLL WARM
 STR. DEP. G. 1.2. 1/4TH
 9-14-53
 9-13-53
 7:15 - 10:00 AM '53"
 3:30 PM '53
 2:00 AM '53
 8:30 AM '53
 9-14-53
 9-8-53
 10-1-53
 958

10/24/93

WATER MODELING RESULTS FOR
PRV STATIONS FOR TOWN OF ADDISON DWU-FRANCHISE-AREA CUTOVER

<u>LOCATION</u>	<u>PRV Size</u>	<u>CASE A Flow(gpm)</u>	<u>CASE B Flow(gpm)</u>
Celestial at Bellbrook (PRV's in bypass on 12" WL)	4-in	542	676
	2-in	145	175
		687	851
Royal Drive at Oaks North (PRV's in bypass on 8" WL)	6-in	1,261	201
	2-in	130	52
		1,391	253
Beltline Road (PRV inline on 8" WL)	6-in	1,755	272
	2-in	n/a	n/a
		1,755	272
MINIMUM PRESSURES		36 psi	40 psi

CASE A - 3,500 gpm Fire Flow at Town Hall area

CASE B - 1,000 gpm Fire Flow on Bellbrook

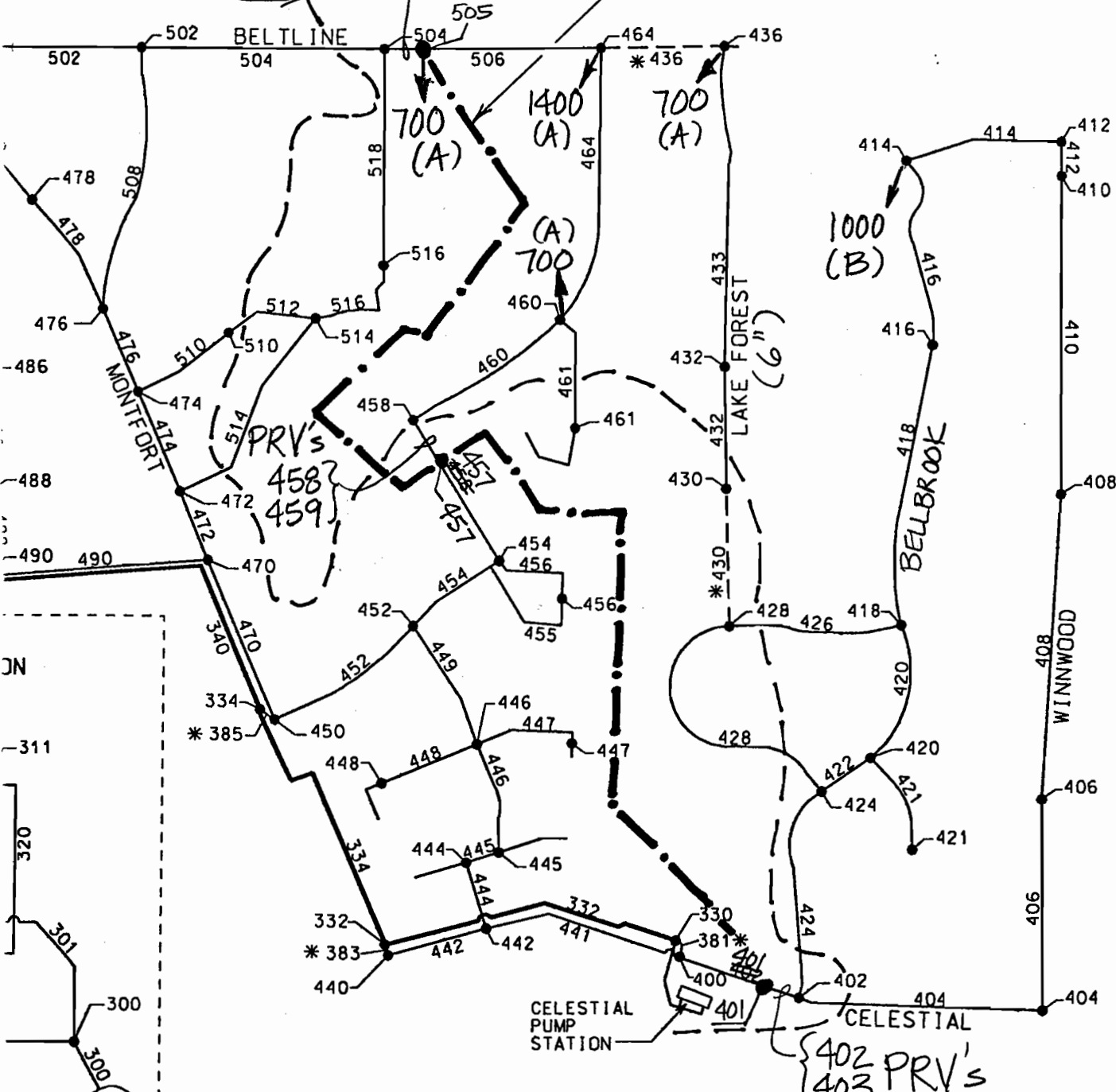
PRV CAPACITY RATINGS (CLA-VAL Series 90-01)

<u>Capacity</u>	<u>6-in</u>	<u>4-in</u>	<u>2-in</u>
Minimum Flow	115	50	15
Normal Maximum Flow	1800	800	208
Maximum Intermittent Flow	2500	1000	260

600' msl contour
(80 psi @ 785' HGL)

{ 505 PRV's
507

Reduced Pressure Area Boundary

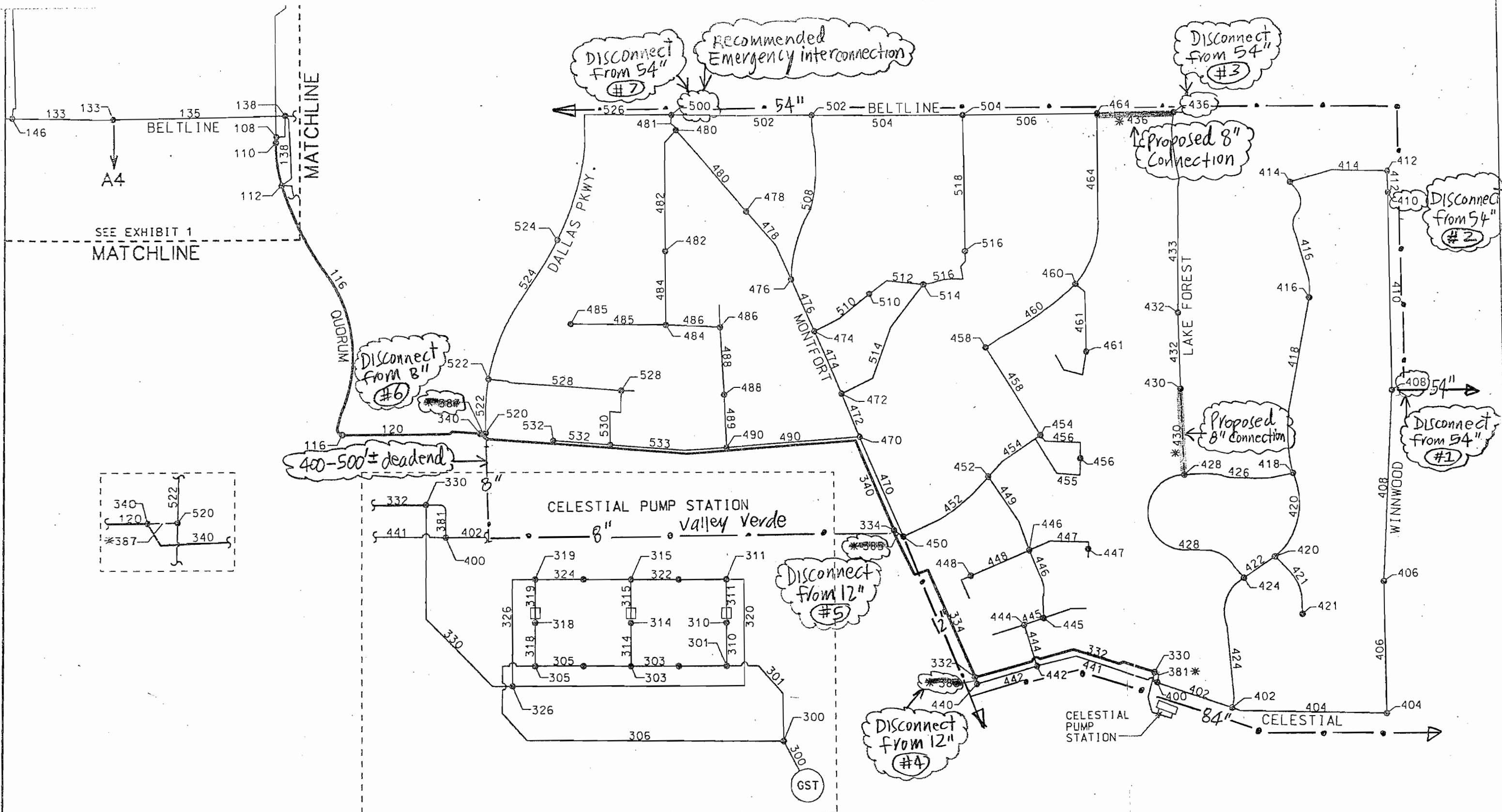


PRV MODEL - 735' HGL Reduced Pressure Area
 Case A - 3500 gpm Fire Flow in Town Hall area
 Case B - 1000 gpm Fire Flow on Bellbrook

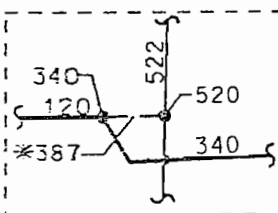


ESPEY, HUSTON & ASSOCIATES, INC.
 ENGINEERING & ENVIRONMENTAL CONSULTANTS
 916 LOOP 360 SOUTH - P.O. BOX 519
 AUSTIN, TEXAS - 78767 - (512) 327-6840

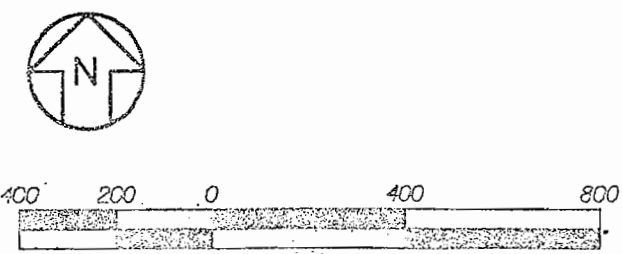
DATE: 8-25-93	JOB: PROJECT NO: 15037	CAD FILE: ADDWM2
BY: SR	TITLE: ADDISON WATER MODEL	PAGE: EXHIBIT 2



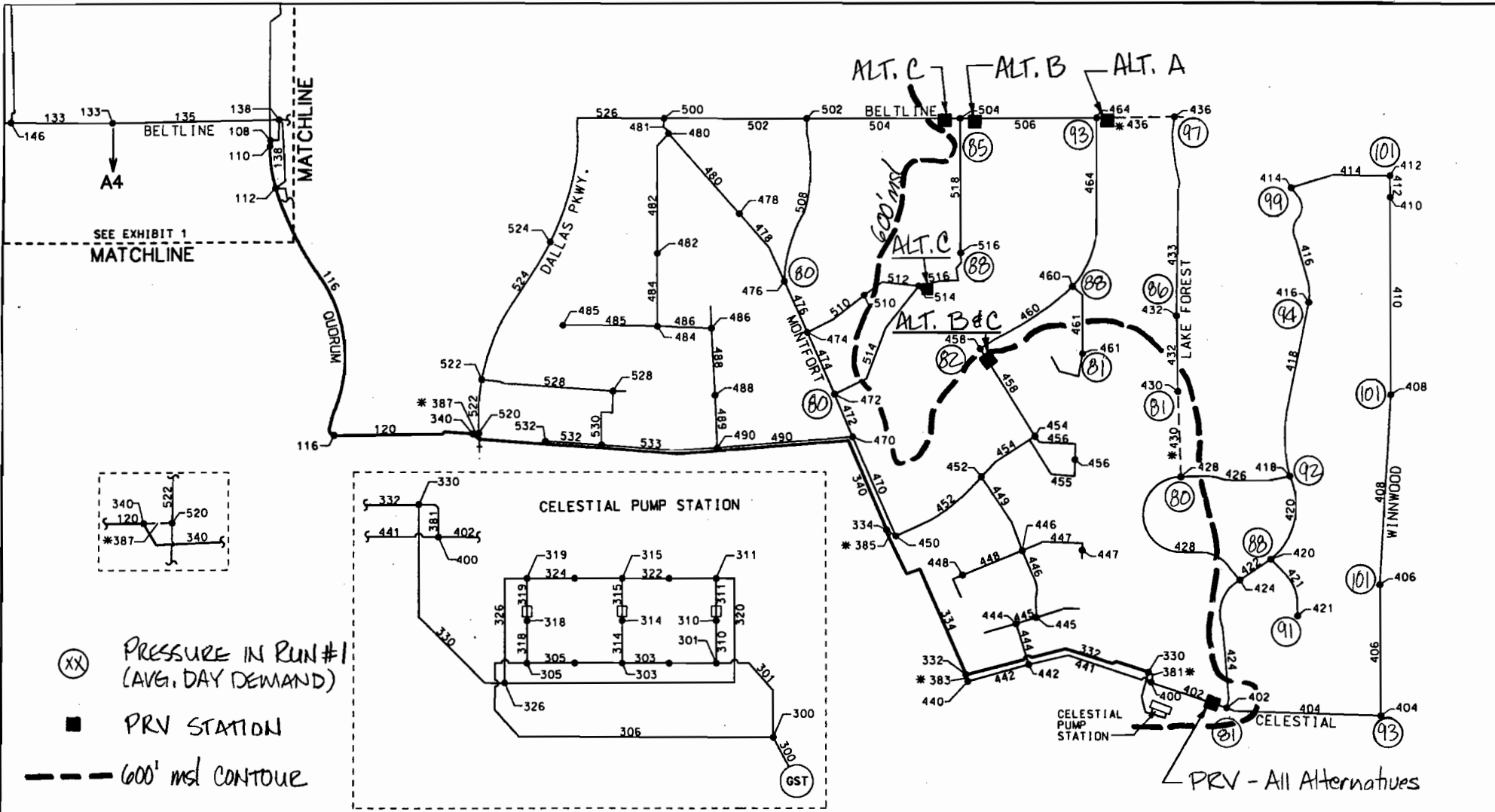
SEE EXHIBIT 1
MATCHLINE



LEGEND	
332	EXISTING WATER TRANSMISSION MAIN WITH PIPE NUMBER
441	EXISTING WATER DISTRIBUTION MAIN WITH PIPE NUMBER
*430	PROPOSED WATER MAIN
442	NODE NUMBER (TYP.)



	ESPEY, HUSTON & ASSOCIATES, INC. ENGINEERING & ENVIRONMENTAL CONSULTANTS 315 LOOP 360 SOUTH - P.O. BOX 519 AUSTIN, TEXAS - 78767 - (512) 327-6040		DATE: 8-25-93	JOB: PROJECT NO: 15037 CAD FILE: ADDWM2
	BY: SR	TITLE: ADDISON WATER MODEL	PAGE: EXHIBIT 2	



⊗ PRESSURE IN RUN #1 (AVG. DAY DEMAND)

■ PRV STATION

--- 600' msl CONTOUR

LEGEND	
— 332	EXISTING WATER TRANSMISSION MAIN WITH PIPE NUMBER
— 441	EXISTING WATER DISTRIBUTION MAIN WITH PIPE NUMBER
* 430	PROPOSED WATER MAIN
○ 442	NODE NUMBER (TYP.)



EHS&A	ESPEY, HUSTON & ASSOCIATES, INC. ENGINEERING & ENVIRONMENTAL CONSULTANTS 816 LOOP 380 SOUTH - P.O. BOX 818 AUSTIN, TEXAS - 78767 - (512) 327-6640		DATE: 8-25-93	JOB: PROJECT NO: 15037 CAD FILE: ADDWV2
	BY: SR	TITLE: ADDISON WATER MODEL	PAGE: EXHIBIT 2	



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

August 24, 1993

Mr. Keith Thompson
Utilities Superintendent
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Keith:

Enclosed is the most recent copy of the "Rate Structure Comparison" survey for residential and commercial customers.

I appreciate everyone's assistance in completing this survey. Please call me at 670-5888 if you have any questions or comments.

Sincerely,

Tonia

Tonia R. Cason
Administrative Assistant
Wholesale Services Division

enclosure

*John
F.Y.I*

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>ADDISON</u>	<u>CARROLLTON</u>	<u>CEDAR HILL</u>	<u>COCKRELL HILL</u>	<u>THE COLONY</u>
WATER					
Rates Effective	12-89	10-91	9-90	10-92	1-91
Minimum Charge	\$8.10	\$8.13	\$6.50	\$11.00	\$10.00
Volume Included	2,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	2,001+ gal	2,001-50,000 gal	1,001-50,000 gal	1,001+ gal	2,001-15,000 gal
rate per 1000 gal	\$1.62	\$3.19	\$2.61	\$1.974	\$2.40
2nd block		50,001-100,000 gal	50,001+ gal		15,001+ gal
rate per 1000 gal		\$1.56	\$2.55		\$2.90
3rd block		100,001+ gal			
rate per 1000 gal		\$1.41			
SEWER					
Rates Effective	12-89	10-91	9-90	10-92	1-91
Minimum Charge	\$6.50	\$7.76	\$6.50	\$7.00	\$10.00
Volume Included	2,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	2,001+ gal	2,001+ gal	1,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$2.36	\$1.63	\$3.52	\$1.555	\$2.00
Maximum Billed	10,000 gal	15,000 gal	10,000 gal	none	none
Basis for Sewer Charges	100% wtr cons	winter average (Dec-Mar)	winter average (3 lowest months, Dec-Mar, used)	100% wtr cons	avg of 3 lowest winter months

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>COPPELL</u>	<u>DALLAS</u>	<u>DCWCID #6</u>	<u>DENTON</u>	<u>DESOTO</u>
WATER				3/4" meter	
Rates Effective	4-92	10-92	10-92	10-92	8-92
Minimum Charge	\$8.00	\$1.54	\$8.05	\$8.80	\$7.93
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	0-4,000 gal	2,001-30,000 gal	0-15,000 gal	1,001+ gal
rate per 1000 gal	\$2.60	\$1.00	\$3.00	\$2.40	\$2.04
2nd block		4,001-10,000 gal	30,001+ gal	15,001-30,000 gal	
rate per 1000 gal		\$1.63	\$3.50	\$3.35	
3rd block		10,001+ gal		30,001+ gal	
rate per 1000 gal		\$2.15		\$4.20	
				(Winter Rate: Nov-Apr, \$2.40 for all volume)	
SEWER					
Rates Effective	4-92	10-92	10-92	10-92	8-92
Minimum Charge	\$8.00	\$1.90	\$9.00	\$5.00	\$5.97
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	0-40,000 gal	2,001+ gal	all	1,001+ gal
rate per 1000 gal	\$1.80	\$2.58	\$2.00	\$1.90	\$2.23
Maximum Billed	14,000 gal	40,000 gal	none	30,000 gal	none
Basis for Sewer Charges	100% wtr cons (up to 14,000 gallons)	lesser of WMA or actual cons	100% wtr cons	98% wtr cons (winter avg used Mar-Nov, actual cons used Dec-Feb)	winter avg

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES

(Typical Resident - 5/8" meter)

	<u>DUNCANVILLE</u>	<u>FARMERS BRANCH</u>	<u>FLOWER MOUND</u>	<u>GLENN HEIGHTS</u>	<u>GRAND PRAIRIE</u>
WATER					
Rates Effective	10-92	10-92	10-85	11-92	10-91
Minimum Charge	\$7.00	\$6.95	\$14.62	\$17.50	\$4.76
Volume Included	2,000 gal	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	2,001+ gal	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$2.60	\$2.05	\$2.10	\$3.50	\$2.17
2nd block		10,001-20,000 gal			
rate per 1000 gal		\$1.89			
3rd block		20,001+ gal			
rate per 1000 gal		\$1.85			
			(Summer Rate: Jun-Sept, \$2.88 over 15,001+ gal)		
SEWER					
Rates Effective	10-92	10-92	10-85	11-92	10-91
Minimum Charge	\$3.80	\$6.79	\$9.92	\$27.50	\$3.11
Volume Included	none	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	all	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$3.70	\$0.93	\$2.48	\$3.50	\$2.16
		If 10,001+ gal, flat rate of \$14.23			
Maximum Billed	none	10,000 gal	none	none	15,000 gal
Basis for Sewer Charges	90% wtr cons (3 lowest months, Nov-Feb, used)	100% wtr cons	winter avg	winter avg	winter avg (Nov-Feb used)

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>HIGHLAND PARK</u>	<u>HUTCHINS</u>	<u>IRVING</u>	<u>LANCASTER</u>	<u>LEWISVILLE</u>
WATER					
Rates Effective	10-91	9-91	10-92	10-92	10-91
Minimum Charge	\$5.00	\$8.50	\$5.00	\$11.73	\$11.55
Volume Included	none	2,000 gal	3,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	3,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$1.49	\$3.40	\$2.00	\$1.66	\$2.35
	(Summer Rate: 0-12,000 gal \$1.49 13,001+ gal \$1.89)		(Summer Rate: June-Sept, \$2.15 over 20,001+ gal)		
SEWER					
Rates Effective	10-91	9-91	10-92	10-92	10-91
Minimum Charge	\$5.00	\$5.00	\$3.08	\$9.03	\$7.00
Volume Included	none	2,000 gal	2,000 gal	none	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	2,001+ gal	all	2,001+ gal
rate per 1000 gal	\$1.29	\$2.25	\$1.77	\$3.79	\$2.62
Maximum Billed	none	none	none	none	none
Basis for Sewer Charges	100% wtr cons	100% wtr cons	winter avg (Jan-Mar used)	95% winter avg (Jan-Mar used)	winter avg (Dec, Feb, Mar used)

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES

(Typical Resident - 5/8" meter)

	<u>MESQUITE</u>	<u>RICHARDSON</u>	<u>SEAGOVILLE</u>	<u>UNIVERSITY PARK</u>	<u>WILMER</u>
WATER					
Rates Effective	9-92	10-91	9-92	3-91	8-92
Minimum Charge	\$4.65	\$6.00	\$8.58	\$6.55	\$10.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001-11,500 gal	2,001+ gal
rate per 1000 gal	\$1.81	\$1.4527	\$2.09	\$2.05	\$3.00
2nd block		11,001-20,000 gal		11,501+ gal	
rate per 1000 gal		\$1.5570		\$2.60	
3rd block		20,001-40,000 gal		(Winter Rate: Dec-May, \$2.05 for all volume)	
rate per 1000 gal		\$1.6380			
4th block		40,001-60,000 gal			
rate per 1000 gal		\$1.9570			
5th block		60,001+ gal			
rate per 1000 gal		\$2.07			
SEWER					
Rates Effective	9-92	10-91	9-88	10-92	8-92
Minimum Charge	\$6.80	\$5.95	\$8.92	\$13.48	\$12.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001+ gal	2,001+ gal
rate per 1000 gal	\$1.66	\$1.1348	\$3.05	\$2.00	\$3.00
2nd block		11,001+ gal			
rate per 1000 gal		\$2.25			
Maximum Billed	8,000 gal	16,000 gal (summer)	none	none	none
Basis for Sewer Charges	100% wtr cons	85% wtr cons	winter avg (Dec-Feb used)	winter avg (Nov, Dec, Jan)	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>ADDISON</u>	<u>CARROLLTON</u>	<u>CEDAR HILL</u>	<u>COCKRELL HILL</u>	<u>THE COLONY</u>
WATER					
Rates Effective	12-89	10-91	9-90	10-92	1-91
Minimum Charge	\$118.55	\$15.29	\$6.50	\$12.00	\$10.00
Volume Included	37,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	37,001+ gal	2,001-50,000 gal	1,001-50,000 gal	1,001+ gal	2,001-15,000 gal
rate per 1000 gal	\$1.62	\$3.19	\$2.61	\$1.974	\$2.40
2nd block		50,001-100,000 gal	50,001+ gal		15,001+ gal
rate per 1000 gal		\$1.56	\$2.55		\$2.90
3rd block		100,001+ gal			
rate per 1000 gal		\$1.41			
SEWER					
Rates Effective	12-89	10-91	9-90	10-92	1-91
Minimum Charge	\$88.90	\$11.77	\$6.50	\$7.00	\$10.00
Volume Included	37,000 gal	none	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	37,001+ gal	all	1,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$2.36	\$1.63	\$3.52	\$1.555	\$2.90
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>COPPELL</u>	<u>DALLAS</u>	<u>DCWCID #6</u>	<u>DENTON</u>	<u>DESOTO</u>
WATER					
Rates Effective	4-92	10-92	10-92	10-92	8-92
Minimum Charge	\$21.50	\$9.99	\$11.05	\$28.85	\$41.21
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	0-10,000 gal	2,001-30,000 gal	all	1,001+ gal
rate per 1000 gal	\$2.60	\$0.96	\$3.32	\$2.65	\$2.04
2nd block		10,001+ gal	30,001+ gal		
rate per 1000 gal		\$1.13	\$3.50		
SEWER					
Rates Effective	4-92	10-92	10-92	10-92	8-92
Minimum Charge	\$8.00	\$1.90	\$13.00	\$13.00	\$5.97
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	All	2,001+ gal	all	1,001+ gal
rate per 1000 gal	\$1.80	\$1.43	\$2.00	\$2.45	\$2.23
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>DUNCANVILLE</u>	<u>FARMERS BRANCH</u>	<u>FLOWER MOUND</u>	<u>GLENN HEIGHTS</u>	<u>GRAND PRAIRIE</u>
WATER					
Rates Effective	10-92	10-92	10-85	11-92	10-91
Minimum Charge	\$7.00	\$15.53	\$61.24	\$17.50	\$13.80
Volume Included	2,000 gal	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	2,001+ gal	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$2.60	\$2.05	\$2.10	\$3.50	\$1.58
2nd block		10,001-20,000 gal			
rate per 1000 gal		\$1.89			
3rd block		20,001+ gal			
rate per 1000 gal		\$1.85			
SEWER					
Rates Effective	10-92	10-92	10-85	11-92	10-91
Minimum Charge	\$3.80	\$6.79	\$9.92	\$27.50	\$3.11
Volume Included	none	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	all	2,001+ gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$3.70	\$0.93	\$2.48	\$3.50	\$1.98
Basis for Sewer Charges	85% wtr cons	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons

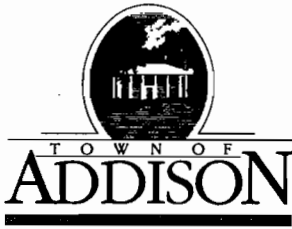
RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>MESQUITE</u>	<u>RICHARDSON</u>	<u>SEAGOVILLE</u>	<u>UNIVERSITY PARK</u>	<u>WILMER</u>
WATER					
Rates Effective	9-92	10-91	9-92	3-91	8-92
Minimum Charge	\$4.65	\$6.00	\$33.22	\$11.60	\$12.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001-11,500 gal	2,001+ gal
rate per 1000 gal	\$1.81	\$1.4527	\$2.09	\$2.05	\$3.25
2nd block		11,001-20,000 gal		11,501+ gal	
rate per 1000 gal		\$1.5570		\$2.60	
3rd block		20,001-40,000 gal		(Winter Rate: Dec-May, \$2.05 for all volume)	
rate per 1000 gal		\$1.6380			
4th block		40,001-60,000 gal			
rate per 1000 gal		\$1.9570			
5th block		60,001+ gal			
rate per 1000 gal		\$2.07			
SEWER					
Rates Effective	9-92	10-91	9-88	10-92	8-92
Minimum Charge	\$6.80	\$5.95	\$8.92	\$13.48	\$15.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001+ gal	2,001+ gal
rate per 1000 gal	\$1.66	\$1.1348	\$3.05	\$2.00	\$3.25
2nd block		11,001+ gal			
rate per 1000 gal		\$2.25			
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	winter avg (Nov-Jan used)	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>HIGHLAND PARK</u>	<u>HUTCHINS</u>	<u>IRVING</u>	<u>LANCASTER</u>	<u>LEWISVILLE</u>
WATER					
Rates Effective	10-91	9-91	10-92	10-92	10-91
Minimum Charge	\$5.00	\$8.50	\$5.00	\$82.82	\$51.88
Volume Included	none	2,000 gal	3,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	3,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$1.49	\$3.40	\$2.00	\$1.66	\$2.35
	(Summer Rate: Jun-Nov, 0-12,000 gal \$1.49 13,001+ gal \$1.89)		(Summer Rate: June-Sept, \$2.05 over 20,001+ gal)		
SEWER					
Rates Effective	10-91	9-91	10-92	10-92	10-91
Minimum Charge	\$5.00	\$5.00	\$16.51	\$9.03	\$7.00
Volume Included	none	2,000 gal	10,000 gal	none	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	10,001+ gal	all	2,001+ gal
rate per 1000 gal	\$1.29	\$2.25	\$1.84	\$3.79	\$2.62
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	90% of volume if separate irrigation meter 95% of volume if no separate irrigation meter	100% wtr cons

FILE
DALLAS
UTILITIES



UTILITIES DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2879

16801 Westgrove

08/03/93

MEMO TO : Espey, Huston & Associates, Inc

FROM: John Baumgartner, Dir. Public Works

RE: Water account classification totals

Single-family Residential = 886

Multi-family Residential = 91

Commercial Accounts = 461

Includes Commercial large & small
Industrial Large & small
Hotel/Motel

Irrigation Accounts = 617

Includes Irrigation large & small

TOTAL ACCOUNTS = 2,055

The above totals do not take the "Franchise Area" into account.

JB:dw

cc:John Baumgartner

file

1. WATER WORKS

2.

Owned by Town of Addison

Operated by Town of Addison

Mgr. of Utilities Donald Preece

PUMPS:	Surveyor	Celestial		
	Allis Chalmers	Ingersoll Rand		
MAKE				
How many	3	3		
Model or type	central split case	vertical turbine		
Year installed	1979	1988		
Condition	excellent	new		
RPM - Rated	1778	1180		
RPM - Motor FL	1780	1180		
GPM - Rated	4000	7000		
GPM - Tested	3850	7060		
GPM - Estimated				
Head - Rated	200	190		
Head - Actual				
Disch. psi Static				
Disch. psi Dynamic				
Suction - L or H				
Dia. Suction Line	12"	12"		
Dia. Disch Line	12"	20"		
% Capacity Deficient	0	0		
% Below 500 GPM	0	0		
POWER: Make	Reliance	US Motors		
HP	250	500		
FL RPM	1780	1180		
Volts	460	4160		

Remarks: Both pump stations are automatic. They are checked
at least two times daily. There is remote instrumentation
located in the Addison Service Center that is constantly
monitored.



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

July 30, 1993

Mr. Ron Whitehead
Town Manager
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Mr. Whitehead:

Enclosed for your review is a draft of the 1993 Cost of Service Study. The cost study was completed on June 24, 1993, at the final meeting of the Water and Wastewater Wholesale Customer Rate Review Subcommittees. A discussion of the study will be conducted at a Joint Water and Wastewater Management Advisory Committee Meeting to be held in late August 1993. The Cost of Service Study for wholesale treated water indicates an increase in rates is needed as shown on the attached summary.

This copy of the Cost of Service Study is provided for your review. Your comments are needed no later than August 30, 1993. The Cost of Service Study will be presented to Dallas City Council for approval during the month of September. As always, if any portion of the study needs clarification, we are prepared to meet with you to explain the details.

As in previous years, the 1993 Cost of Service Study reflects the participation and contributions made by the following individuals who served on the Water Cost of Service Subcommittee:

Ralph [redacted], Chairman, Assistant City Manager, City of Irving
Bob [redacted], Director of Finance, City of Carrollton
Bob [redacted], Director of Utilities, City of Duncanville
Sophronia Johnson, Revenue Manager, City of Grand Prairie
Steve Bacchus, Director of Public Services, City of Lewisville
Howard Martin, Director of Environmental Operations and
Financial Administration, City of Denton
Gordon Mayer, Director of Public Works, City of DeSoto
Steve Carpenter, Assistant City Manager, City of Farmers Branch

July 30, 1993
Mr. Ron Whitehead
Page 2

If you have questions or need additional information, please contact me, Jody Puckett, Deputy Director of Planning, at 670-3861, or Dave Ryburn, Manager of Wholesale Services, at 670-5886.

Sincerely,

 73093

Michael S. Marcotte
Director

c: John Baumgartner, Director of Public Works, Town of Addison
Keith Thompson, Superintendent of Utilities, Town of Addison

PROPOSED

**CITY OF DALLAS - WATER UTILITIES
WHOLESALE TREATED WATER COSTS**

The results of the 1993 Wholesale Treated Water Cost Study indicate the costs of providing service are:

TWO PART RATE

Volume

Proposed: \$0.3111 per 1,000 gallons
Current: \$0.3085 per 1,000 gallons

Demand

Proposed: \$135,600 per MGD of ROFC Setting
Current: \$128,041 per MGD of ROFC Setting

FLAT RATE

Volume

Proposed: \$1.1494 per 1,000 gallons
Current: \$1.1088 per 1,000 gallons

The Cost Study has been prepared in strict accordance with the Settlement Agreement of 1979. The key rate principles included in the agreement were:

Revenue Requirement - Determined on utility basis at original cost.

Rate-of-Return - Embedded rate of interest on water obligations plus 1.5%.

Reservoirs - All existing and future reservoirs in a common rate base. Customer cities, as a class, pay their proportionate share of cost for reservoir storage, including a portion held for future use.

Rate Design - Two-part rate (Volume and Demand).

The test period for the Cost of Service Study is fiscal year 1992 (12 months ended September 30, 1992) adjusted for known changes.



Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

1972 ♦ 1992
*Commemorating
20 Years of Quality
Consulting Services*

July 7, 1993

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
16801 Westgrove Drive
Addison, Texas 75248

EH&A Proposal No. 93-0527

Dear Mr. Baumgartner:

Espey, Huston & Associates, Inc. (EH&A) is pleased to submit this letter proposal for providing the Town of Addison with a computerized hydraulic model of the City's water distribution system south of Belt Line Road and east of Dallas Parkway.

We have structured this proposal to address the most pressing issue, that being the disconnection of the Town of Addison's water distribution system from Dallas Water Utilities' mains.

SCOPE OF WORK

Specific tasks to be accomplished within the scope of work as basic services include the following:

1. Obtain and review with Town of Addison personnel all maps, records, plans, reports and other available data pertaining to the City's water distribution system, including storage tanks, pumps and water mains.
2. Based on the information developed in Task 1, prepare a computer model of the aforementioned portion of the water distribution system using KYPIPE, a hydraulic modeling program developed by the University of Kentucky. The model will include pipes, pumps, tanks and hydraulic control valves. Initial roughness coefficients will be estimated on the basis of pipe material, size and age. If the available data is in a suitable form, the water model may be set up using CYBERNET, which is the KYPIPE model program within an AutoCAD environment.



Espey, Huston & Associates, Inc.

Mr. John Baumgartner
July 7, 1993
Page 2

3. Obtain water usage information from the City relating to metered supplies, pumping records, customer billings, and storage utilization.
4. From the information gathered in Task 3, disaggregate demands to appropriate nodes (pipe intersections) in the computer model and determine ratios of peak daily demand to average annual demand. Estimate peak hourly demand factors and a diurnal demand curve.
5. Conduct extended period simulations to evaluate storage utilization and replenishment, pumping capabilities, and system pressures under operating conditions after disconnection from DWU mains.
6. Where system deficiencies are noted in the analysis, use the model to determine the most cost-effective remedial measures such as constructing new mains.
7. Prepare a letter report on the level of service after disconnection from DWU mains including recommended improvements and estimated costs. Review the report with Town of Addison officials.

FEE PROPOSAL AND SCHEDULE

For the services outlined above, we propose to be reimbursed the fixed fee of \$4,800, payable monthly as work progresses. It is assumed that any additional services, including fire hydrant flow tests or calibration of the model, shall be negotiated as a separate fee should the need for these services arise during the project.

The schedule for the project includes submission of the final letter report to the City within 30 days from receipt of Notice to Proceed.

RESPONSIBILITIES OF THE TOWN OF ADDISON

1. Provide copies of all drawings, specifications, maps, sketches, and other data pertaining to the City's water system.



Espey, Huston & Associates, Inc.

Mr. John Baumgartner
July 7, 1993
Page 3

2. Provide access to, and copies of, such water use data as is available on supply sources, water billings, and operating conditions.

We look forward to the opportunity to work with the Town of Addison on this project. If you have any questions or need additional information regarding this proposal, please feel free to contact me.

Sincerely,

Bruce R. Grantham, P.E.
Assistant Division Manager

BRG/tkp

APPROVED:

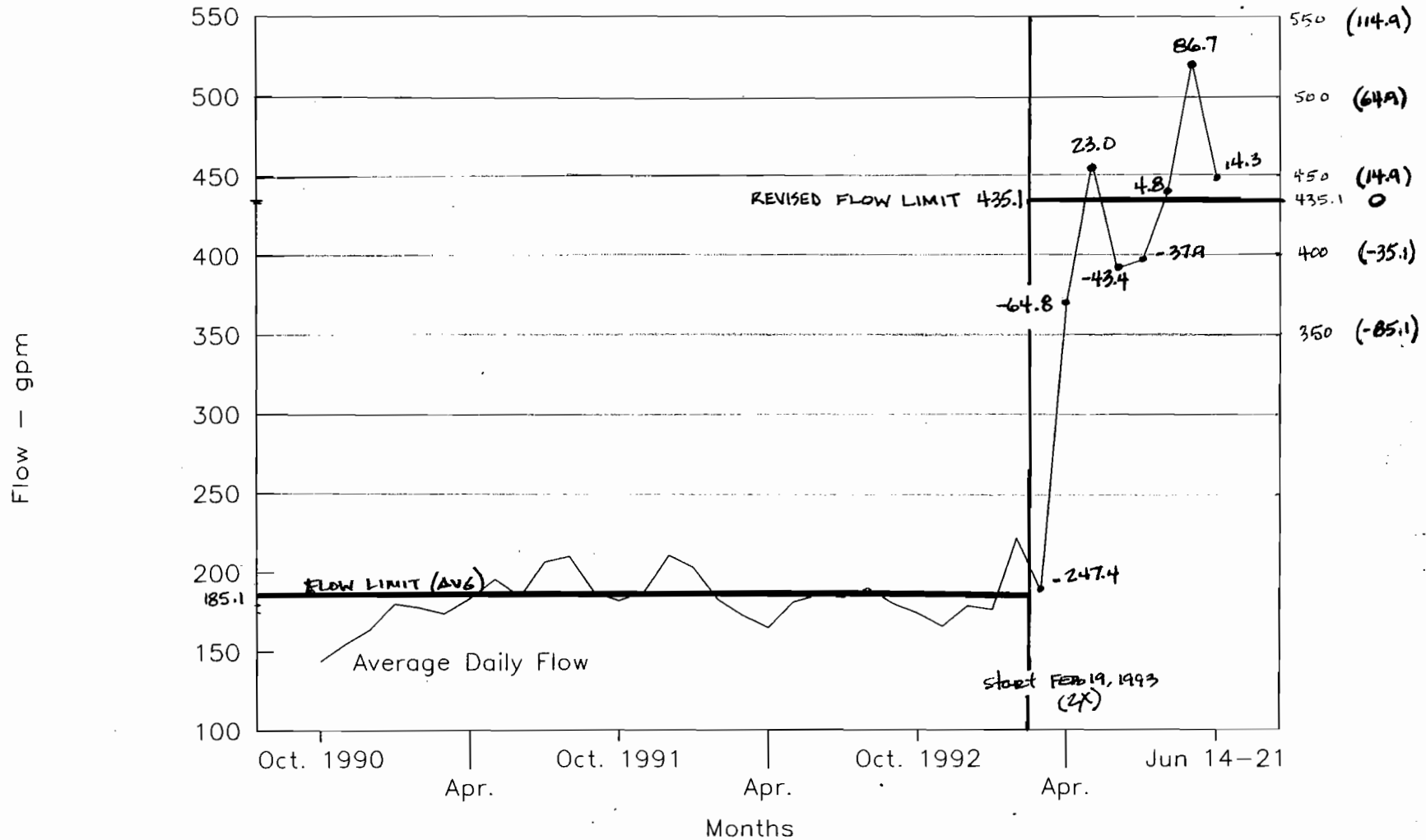
Town of Addison

Espey, Huston & Associates, Inc.

FILE
DALLAS
UTILITIES

Addison - Arapaho Wastewater Meter

Average Daily Flow



2/19/93

TEMP SVC
2-5 YR

ADDISON - ARAPAHO WASTEWATER METERING STATION
FLOW CALCULATIONS

After Addition of Lift Station Feb. 19, 1993

Monthly Billing	Weekly Readings		Days	Totalizer			Volume (x1000)	Average Daily Flow			Average Daily Flow FY 91-92			Flow Increase over FY 91-92			Avg. Daily Flow Limit (gpm)	Flow Exceeding Limit (gpm)
	Start	End		Start	End	Difference		(x1000)/D	MGD	gpm	(x1000)/D	MGD	gpm	(x1000)/D	MGD	gpm		
Mar. 1993			31				8,380	270.323	0.270	187.7	266.564	0.267	185.1	3.759	0.003	2.6	250	-247.4
Apr.			32				17,062	533.188	0.533	370.3	266.564	0.267	185.1	266.624	0.266	185.2	250	-64.8
	05/10/93	05/17/93	7	405520	417063	11543	4,617	659.800	0.660	458.1	266.564	0.267	185.1	393.036	0.393	273.0	250	23.0
	05/17/93	05/24/93	7	417063	426933	9870	3,948	564.000	0.564	391.7	266.564	0.267	185.1	297.436	0.297	206.6	250	-43.4
	05/24/93	06/01/93	8	426933	438373	11440	4,576	572.000	0.572	397.2	266.564	0.267	185.1	305.436	0.305	212.1	250	-37.9
	06/01/93	06/07/93	6	438373	447874	9501	3,800	633.400	0.633	439.9	266.564	0.267	185.1	366.836	0.366	254.8	250	4.8
	06/07/93	06/14/93	7	447874	461023	13149	5,260	751.371	0.751	521.8	266.564	0.267	185.1	484.807	0.484	336.7	250	86.7
	06/14/93	06/21/93	7	461023	472348	11325	4,530	647.143	0.647	449.4	266.564	0.267	185.1	380.579	0.380	264.3	250	14.3

A

B

C

D

E

ACTUAL FLOW LIMIT = B + D (435.1 GPM)

AVG DAILY FLOW A = B + C

FLOW vs LIMIT E = A - (B + C)

January 12, 1993

To: John B. *Don*
From: Don P. *Don*
Subject: Sewer Surcharge

I talked to Neil Gayden today about the apparent over strength sewage coming from some of our restaurants. He is of the opinion we should charge them a surcharge for over strength sewage. If we did, we would need to sample their flows into our sewer system. Then we could base the surcharge, if one is needed, on the strength of their sewage.

Dallas charges us whenever our sewage strength goes over 250 mg/l. on either TSS or BOD and our surcharge for November was over \$3000.00. I believe that a large amount of the over strength sewage is the result of our restaurants.

Lewis McClain is currently doing a rate study on the water and sewer operation. I called him this morning and after talking with him, faxed him the attached information which deals with our over strength sewage charges from Dallas. This will give him the opportunity to see if we may need to install a surcharge to our restaurants. I have included a copy of the information for you and for Randy if you think he needs one.

If you need any more information please let me know.



dallas water utilities

City Hall • Dallas, Texas 75201 • 214/670-3146

January 12, 1993

Mr. Don Preece
Director of Utilities
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Don:

Enclosed are the results of samples collected at the City of Addison Point of Entry for December 2 - December 9, 1992. Parameters indicated under Chapter 49 of the Dallas City Code were sampled.

For the survey period, the average concentrations (TSS 205 mg/L and BOD 204 mg/L) did not exceed 250 mg/L; therefore, no surcharge will be assessed for December 1992.

Please note that the BOD Standard did not meet the quality assurance and quality control criteria for December 3 and December 6, this data was not included in this survey. However, a few of the days sampled were on the high side, and if these concentrations continue and the QA/QC standards are met, a surcharge is possible.

If you have any questions, please call me.

Sincerely,

W. David Ryburn
Manager
Wholesale Services

c: Alan Aulenbach

Enclosure



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	12/02/92	12/03/92	12/04/92	12/05/92	12/06/92	12/07/92	12/08/92
Lab Number	Y-0824	Y-0849	Y-0877	Y-0894	Y-0901	Y-0909	Y-0931
Volume	133.2	147	131.1	139	165.7	93.2	127.8
pH							
Total Suspended Solids	194	270	207	198	255	244	178
Biochemical Oxygen Demand	107		113	136		163	161
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	ACADEMY	ACADEMY	ACADEMY	ACADEMY	ACADEMY	ACADEMY	ACADEMY

All results, except for pH, are reported in mg/l.



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	12/09/92	12/02/92	12/03/92	12/04/92	12/05/92	12/06/92	12/07/92
Lab Number	Y-0960	Y-0825	Y-0850	Y-0878	Y-0895	Y-0902	Y-0910
Volume	129.5	240.6	258.2	244.5	281.5	311.1	154.9
pH							
Total Suspended Solids	175	203	151	176	214	233	254
Biochemical Oxygen Demand	148	198		258	288		284
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	ACADEMY	BRANCH	BRANCH	BRANCH	BRANCH	BRANCH	BRANCH

All results, except for pH, are reported in mg/l.



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	12/08/92	12/09/92	12/02/92	12/03/92	12/04/92	12/05/92	12/06/92
Lab Number	Y-0932	Y-0961	Y-0826	Y-0851	Y-0879	Y-0896	Y-0903
Volume	216.8	245.9	309.5	323.4	303.4	294.3	436.6
pH							
Total Suspended Solids	407	384	228	269	130	324	31
Biochemical Oxygen Demand	633	355	105		125	111	
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
FLASH CUP							
Site	BRANCH	BRANCH	K.S.	K.S.	K.S.	K.S.	K.S.

All results, except for pH, are reported in mg/l.



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	12/07/92	12/08/92	12/09/92	Average
Lab Number	Y-0911	Y-0933	Y-0962	
Volume	232.5	282.8	303.5	
pH				
Total Suspended Solids	102	139	144	205
Biochemical Oxygen Demand	97	127	207	204
Cyanide				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Nickel				
Silver				
Zinc				
Total Metals				
Arsenic				
Barium				
Grease				
Acetone				
Benzene				
Ethyl Benzene				
Isopropyl Alcohol				
Methyl Alcohol				
Methyl Ethyl Ketone				
Methylene Chloride				
Phenol				
Toluene				
Xylene				
FLASH CUP				
Site	K.S.	K.S.	K.S.	

All results, except for pH, are reported in mg/l.

Lewis F. McLain, Jr.
Fiscal Planning Consultant
2515 Nature Bend - Carrollton, Texas 75006
214-418-6536 / Fax 214-418-1830

December 29, 1992

Randolph C. Moravec, Finance Director
Town of Addison
P. O. Box 144
Addison, Texas 75001

Dear Randy:

I will be leaving for San Antonio in the morning and will be staying in Austin on my return trip next Saturday. I will be in Austin through Friday, January 8th, so I anticipate communicating with you via FAX and phone the week you return. I leave town again on Monday, January 11th for two days. The first date I can meet with you and other staffers would be Wednesday, January 13th in the morning. This letter and enclosed schedules are to give you an idea of some of the key numbers I'm compiling and to ask you to direct certain schedules to the appropriate person for their review. I will point out the information and schedules in this letter.

We're off to a good start. Phil Boyd (Dave was out when I called) of DWU faxed me a copy of the franchise assets and a diskette is on the way. The person in their data processing department who is pulling the consumption data is on vacation but is to return next week. They have been working on the data extraction because Phil indicated the count is greater than the 170 estimate. I asked Phil to work toward getting the consumption data by the end of next week so I could have it available to me. They seem to be very cooperative.

Don Preece is getting a listing of the vehicles and heavy equipment so we can include a capital replacement schedule in the financial plan. I have enclosed the line-item detail schedule for the Utilities Department. These are my annual estimates for purposes of explaining the working model to Don, you and others. Don needs to review the expenditure levels for each line item and replace my estimates with his. He needs only to pencil in the amounts or growth rates. I will do the computations. I anticipate getting a marked up page. I want to make it easy for him. When I mentioned I needed his assistance, Don indicated that it didn't make any difference because "they" would give him what they wanted - not what he needed. I can't recall if Don has an attitude or if it is just his humor. I've always gotten along with Don, but I thought it might be best if I send these schedules to you to see if they make sense and then either you can pass them on to him or we can all three meet when I get back in town. I would like for him to be thinking about them.

The line item information will be easy for him, but the Enhancement Packages might take a little work. However, there are usually only a few of these to complete. The purpose of including these forms is to separate the new, big-ticket items from what is currently being provided. If he has any, I would like to have one for each package. Again, the first request I have of him is just to be thinking about the items.

The biggest item, of course, is the cost and financing of the Addison-FB Tunnel. Let me explain what I have done. I prepared a debt financing plan which first considered the current debt service schedules related to utility projects - the 1985 and 1987 issues. I then built a debt schedule that in total would do several things: i) fund \$13,020,000 which is the Addison cost I got from a schedule given to the Leadership Metrocrest group and ii) increase the current debt levels in such a way that the first five years would be flat and the next 20 years would be increasing at 2% annual rates. My rationale is that much of the capacity provided by the new sewer line would benefit current users but most is for the future users. Additional customers should follow the availability of capacity. By pushing some of the debt service increment into the 6th - 25th year, more of the debt service will be borne by the new growth. Without the ability to rely on impact fees, this seems like a fair proposition.

To do this, I used capital appreciation bonds in my assumptions. The ascending debt service schedule and the use of capital appreciation bonds may be inconsistent with your financial advisor's recommendations. For this reason, I would like for you to get comfortable with a concept such as this and then involve your FA to take our objectives and recommend a debt sizing/shaping strategy they could support. Separately, I need to obtain a basis for allocating the 1985 and 1987 issues into water vs. wastewater.

There is a lot of crunching left to do, but some of the big pieces are coming together nicely. I will be in the rate hearings from early mornings until late afternoons. I may have to call you at home in the evenings if that is okay. Is your home phone number still 699-7569? I will be in touch.

Sincerely,



Lewis F. McLain, Jr.
Fiscal Planning Consultant

Line Item Growth Factors

- ▶ Salaries - ____%.
- ▶ Overtime - ____%.
- ▶ Other Salary Related - ____%.
- ▶ Hospitalization Ins - ____%.
- ▶ Outside Labor - ____%.
- ▶ Fuels & Lubricants - ____%.
- ▶ Meters & Service Connections - ____%.
- ▶ Other Maintenance - ____%.
- ▶ Special Services - ____%.
- ▶ Communications - ____%.
- ▶ Insurance - ____%.
- ▶ Utilities - ____%.
- ▶ Capital Outlays will be itemized.

**TOWN OF ADDISON
MULTI-YEAR FINANCIAL OVERVIEW
ENTERPRISE FUND - DETAILED LINE ITEMS
UTILITIES DEPARTMENT**

ACCT	ACCOUNT TITLE	ACTUAL			1992-93 BUDGET	PLANNING YEARS					AAGR 93-98
		1989-90	1990-91	1991-92		1993-94	1994-95	1995-96	1996-97	1997-98	
51110	SALARIES	339,047	337,047	401,138	338,910	349,077	359,550	370,336	381,446	392,890	3.0%
51120	MERIT BONUS		12,242	11,246	20,330	20,940	21,568	22,215	22,882	23,568	3.0%
51130	OVERTIME	17,589	14,221	17,908	19,000	19,570	20,157	20,762	21,385	22,026	3.0%
51140	LONGEVITY PAY	2,920	2,717	3,860	2,500	2,575	2,652	2,732	2,814	2,898	3.0%
51170	VACATION PAYBACK				1,300	1,339	1,379	1,421	1,463	1,507	3.0%
51180	SICK LEAVE BONUS	1,840	4,119	359	1,700	1,751	1,804	1,858	1,913	1,971	3.0%
51190	OUTSIDE LABOR				81,820	84,275	86,803	89,407	92,089	94,852	3.0%
51210	CAR ALLOWANCE	5,400	5,608	5,193	7,200	7,200	7,200	7,200	7,200	7,200	0.0%
51310	TMRS	27,946	31,277	37,605	32,620	33,599	34,607	35,645	36,714	37,816	3.0%
51350	DEFERRED COMPENSATION	11,051	10,384	11,115	11,670	12,020	12,381	12,752	13,135	13,529	3.0%
51410	GROUP HOSPITAL AND LIFE INS	47,410	53,202	43,017	49,200	51,660	54,243	56,955	59,803	62,793	5.0%
51450	MEDICARE	1,940	2,082	2,513	2,270	2,384	2,503	2,628	2,759	2,897	5.0%
51470	WORKERS COMPENSATION	52,650	39,130	47,680	36,440	38,262	40,175	42,184	44,293	46,508	5.0%
	TOTAL PERSONAL SERVICES	507,793	512,029	581,634	604,960	624,651	645,021	666,094	687,896	710,454	3.3%
52010	OFFICE SUPPLIES	4,540	4,969	3,707	5,000	5,250	5,513	5,788	6,078	6,381	5.0%
52070	COMPUTER SOFTWARE	479		2,513	500	525	551	579	608	638	5.0%
52130	TOOLS & EQUIP - SMALL	3,858	4,684	3,401	5,000	5,250	5,513	5,788	6,078	6,381	5.0%
52160	TOOLS & EQUIP - LARGE	914	1,235	708	2,800	2,940	3,087	3,241	3,403	3,574	5.0%
52210	JANITORIAL SUPPLIES	244	310	114	350	368	386	405	425	447	5.0%
52250	MEDICAL & SURGICAL SUPPLIES	169	210	199	350	368	386	405	425	447	5.0%
52310	FUEL & LUBRICANTS	10,216	13,505	10,783	13,200	13,860	14,553	15,281	16,045	16,847	5.0%
52380	CHEMICALS	2,982	5,260	3,398	5,000	5,250	5,513	5,788	6,078	6,381	5.0%
52550	IRRIGATION SYSTEM PARTS			8,227		0	0	0	0	0	N/A
52710	WEARING APPAREL & UNIFORMS	3,114	3,002	2,197	3,000	3,150	3,307	3,473	3,647	3,829	5.0%
52810	FOOD SUPPLIES	718	1,023	13	200	210	220	232	243	255	5.0%
	TOTAL SUPPLIES	27,234	34,198	35,260	35,400	37,170	39,029	40,980	43,029	45,180	5.0%

**TOWN OF ADDISON
MULTI-YEAR FINANCIAL OVERVIEW
ENTERPRISE FUND - DETAILED LINE ITEMS
UTILITIES DEPARTMENT**

ACCT	ACCOUNT TITLE	ACTUAL			1992-93 BUDGET	PLANNING YEARS					AAGR 93-98
		1989-90	1990-91	1991-92		1993-94	1994-95	1995-96	1996-97	1997-98	
54150	LANDSCAPE - BUILDINGS	3,697	4,776	4,901	4,000	4,200	4,410	4,631	4,862	5,105	5.0%
54210	STREETS & ALLEYS		251	660	1,000	1,050	1,103	1,158	1,216	1,276	5.0%
54310	UTILITY PLANT - WATER	4,585	54,360	4,530	10000	10,500	11,025	11,576	12,155	12,763	5.0%
54330	WATER MAINS/FIRE HYDRANTS	4,093	5,161	2,178	6,000	6,300	6,615	6,946	7,293	7,658	5.0%
54350	METERS & SERVICE CONNECTIONS	12,773	8,533	5,701	15,000	15,750	16,538	17,364	18,233	19,144	5.0%
54410	UTILITY PLANT - SEWER	16,543	2,591	874	5,000	5,250	5,513	5,788	6,078	6,381	5.0%
54430	SANITARY SEWERS	4,003	5,500	4,275	7,000	7,350	7,717	8,103	8,509	8,934	5.0%
54510	MOTOR VEHICLE MAINTENANCE	10,353	6,491	4,672	7,500	7,875	8,269	8,682	9,116	9,572	5.0%
54530	HEAVY EQUIPMENT MAINTENANCE	2,867	2,758	1,323	5,000	5,250	5,513	5,788	6,078	6,381	5.0%
54610	FURNITURE/FIXTURE MAINTENANCE		5		200	210	220	232	243	255	5.0%
54630	TOOLS & EQUIPMENT MAINTENANCE	4,737	2,453	5,244	6,000	6,300	6,615	6,946	7,293	7,658	5.0%
54650	COMMUNICATIONS MAINTENANCE	482	1,127	404	1,500	1,575	1,654	1,736	1,823	1,914	5.0%
54810	COMPUTER HARDWARE/SOFTWARE	908	914	2,699	1,500	1,575	1,654	1,736	1,823	1,914	5.0%
54910	BUILDINGS MAINTENANCE	372	157	444	1,500	1,575	1,654	1,736	1,823	1,914	5.0%
	TOTAL MATERIAL/MAINTENANCE	65,413	95,077	37,905	71,200	74,760	78,498	82,423	86,544	90,871	5.0%
56040	SPECIAL SERVICES	1,270	1,256	16,692	18,400	19,320	20,286	21,300	22,365	23,484	5.0%
56110	COMMUNICATIONS	14,099	14,516	12,930	14,720	15,456	16,229	17,040	17,892	18,787	5.0%
56130	SECURITY SURVEILLANCE	579	484	484	600	630	662	695	729	766	5.0%
56150	FORENSIC & PHOTO LABS	23	38	93	250	263	276	289	304	319	5.0%
56180	RENTAL	1,928	1,820	1,366	7,000	7,350	7,717	8,103	8,509	8,934	5.0%
56210	TRAVEL & TRAINING	5,474	3,062	3,022	3,000	3,150	3,307	3,473	3,647	3,829	5.0%
56250	DUES	899	705	710	900	945	992	1,042	1,094	1,149	5.0%
56310	INSURANCE			20,331	20,100	21,105	22,160	23,268	24,432	25,653	5.0%
56510	AUDIT & LEGAL SERVICES	5,170		225	4,000	4,200	4,410	4,631	4,862	5,105	5.0%
56530	COURT & LEGAL COSTS		5,207			0	0	0	0	0	N/A
56560	SERVICE FEES			3,662	2,000	2,100	2,205	2,315	2,431	2,553	5.0%
56570	ENGINEERING/ARCHITECTURAL	3,695	81	180	3,000	3,150	3,307	3,473	3,647	3,829	5.0%

*Hydrants
Meters
Staff for franchise area
Repairs*

**TOWN OF ADDISON
MULTI-YEAR FINANCIAL OVERVIEW
ENTERPRISE FUND - DETAILED LINE ITEMS
UTILITIES DEPARTMENT**

ACCT	ACCOUNT TITLE	ACTUAL			1992-93 BUDGET	PLANNING YEARS					AAGR 93-98
		1989-90	1990-91	1991-92		1993-94	1994-95	1995-96	1996-97	1997-98	
56610	UTILITIES - ELECTRICITY	64,372	80,976	79,214	80,000	84,000	88,200	92,610	97,240	102,103	5.0%
56630	UTILITIES - WATER	8,457	6,196	6,992	6,500	6,825	7,166	7,525	7,901	8,296	5.0%
56640	UTILITIES - SEWER	1,174	1,174	1,174	1,200	1,260	1,323	1,389	1,459	1,532	5.0%
56660	UTILITIES - GAS	655	577	442	1,000	1,050	1,103	1,158	1,216	1,276	5.0%
56680	TRASH DISPOSAL	1,109	1,059	1,301	1,500	1,575	1,654	1,736	1,823	1,914	5.0%
	TOTAL CONTRACTUAL SERVICES	108,904	117,151	148,818	164,170	172,379	180,997	190,047	199,550	209,527	5.0%
58330	METERS & SERVICE CONNECTIONS			8,864	10,000						LIST
58410	SANITARY SEWERS										LIST
58510	MOTOR VEHICLES				40,000						LIST
58810	COMPUTER HARDWARE & S/W			11,440							LIST
58850	MAJOR TOOLS & EQUIPMENT				26,000						LIST
	TOTAL CAPITAL OUTLAY	0	0	20,304	76,000	0	0	0	0	0	LIST
57510	LEASE PAYMENTS	1,626									N/A
	TRANSFER TO GEN FUND										N/A
	TRANSFER TO DEBT SERVICE										N/A
	TOTAL OTHER	1626	0	0	0	0	0	0	0	0	N/A
	TOTAL DEPARTMENT	710,970	758,455	823,921	951,730	908,960	943,545	979,544	1,017,018	1,056,033	2.1%

**TOWN OF ADDISON
MULTI-YEAR FINANCIAL OVERVIEW
STAFFING TABLE
UTILITIES DEPARTMENT**

ACCOUNT TITLE	LEVEL		ACTUAL			1992-93 BUDGET	PLANNING YEARS				
	RANGE	EXEMPT	1989-90	1990-91	1991-92		1993-94	1994-95	1995-96	1996-97	1997-98
DIRECTOR	20	E	1	1	1	1	1	1	1	1	1
RIGHT-OF-WAY INSPECTOR	11	N	1	1	1	1	1	1	1	1	1
FOREMAN	9	E	1	1	1	1	1	1	1	1	1
CREW LEADER	7	N	2	2	2	2	2	2	2	2	2
IRRIGATION SPECIALIST	7	N	0	0	2	2	2	2	2	2	2
EQUIPMENT OPERATOR	5	N	0	2	1	1	1	1	1	1	1
LEAD W&S OPERATOR	5	N	0	0	0	0	0	0	0	0	0
DEPARTMENT SECRETARY	5	N	0	0	1	1	1	1	1	1	1
UTILITY OPERATOR SENIOR	4	N	0	1	1	1	1	1	1	1	1
UTILITY OPERATOR II	3	N	3	2	2	2	2	2	2	2	2
UTILITY OPERATOR I	2	N	2	2	2	2	2	2	2	2	2
CLERK	2	N	1	1	0	0	0	0	0	0	0
LABORER	1	N	4	2	2	2	2	2	2	2	2
TOTAL			15	15	16	16	16	16	16	16	16

Enhancement Packages



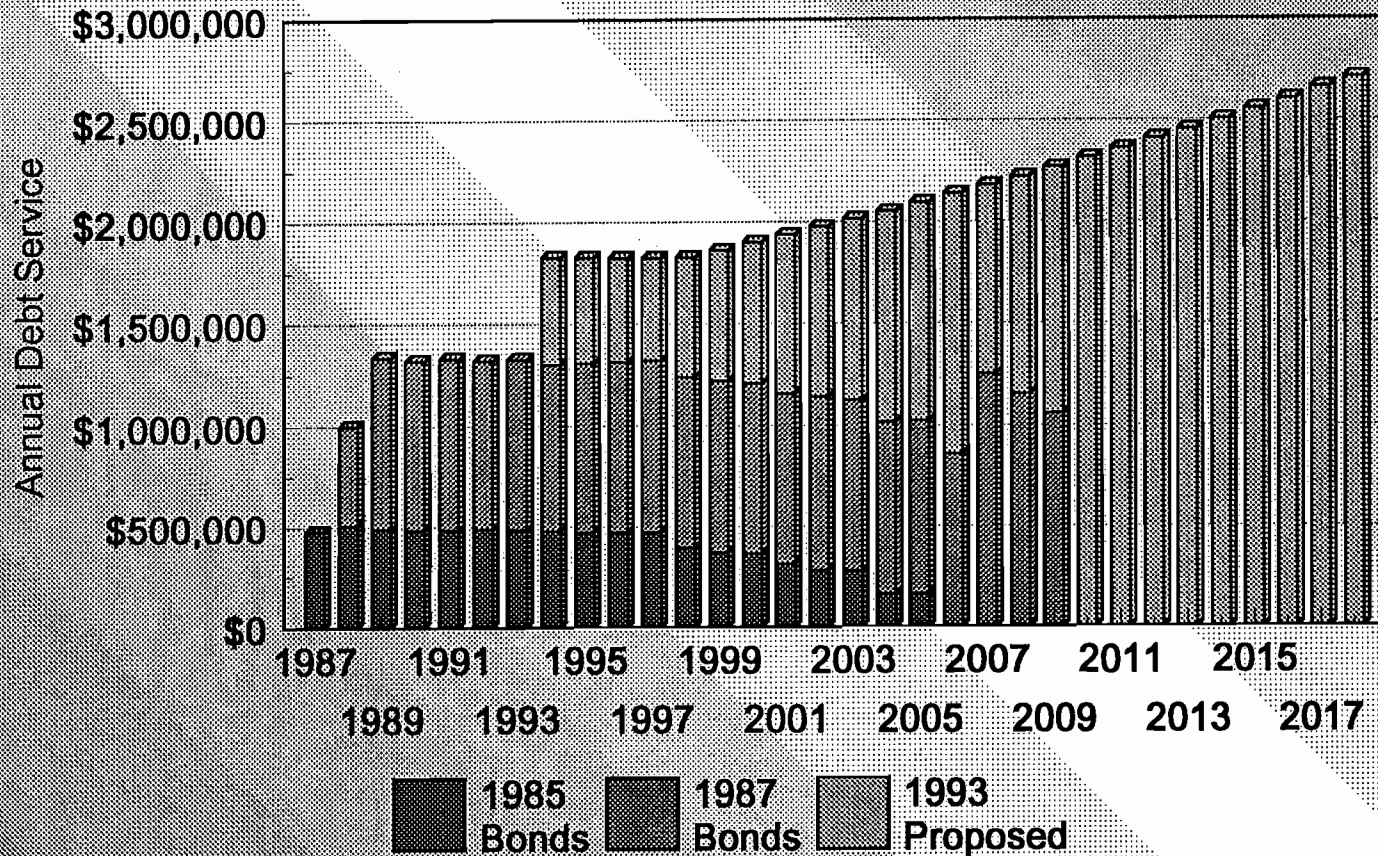
- ▶ Should be the larger expenditures forecasted for the future that are not currently in place.
- ▶ Primarily new staff, new programs, enhanced program, and new capital.
- ▶ Examples:
 - ▶ Smoke testing program.
 - ▶ Meter replacement program.
 - ▶ New vacuum truck.
 - ▶ Utility Line Replacement Crew.

Vactor

*Sampling
Program*

Town of Addison

Utility Debt Sizing Strategies



**TOWN OF ADDISON
TOTAL OF ALL ISSUES
1985-87 ISSUES OUTSTANDING PLUS POTENTIAL ISSUE IN 1993**

F.Y. 09/30	REMAINING BALANCE	DEBT SERVICE SCHEDULE					GROWTH RATE	% ALLOCATION		\$ ALLOCATION		
		PRINCIPAL	RATE	INT 3/15	INT 9/15	TOTAL		WATER	SEWER	GEN	WATER	SEWER
1984												
1985	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1986	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1987	N/A	\$160,891	N/A	N/A	N/A	\$475,632	N/A	100.00%	0.00%	\$0	\$475,632	\$0
1988	N/A	\$413,513	N/A	N/A	N/A	\$998,285	N/A	100.00%	0.00%	\$0	\$998,285	\$0
1989	N/A	\$383,138	N/A	N/A	N/A	\$1,335,794	N/A	100.00%	0.00%	\$0	\$1,335,794	\$0
1990	N/A	\$392,737	N/A	N/A	N/A	\$1,320,952	-1.11%	100.00%	0.00%	\$0	\$1,320,952	\$0
1991	N/A	\$428,481	N/A	N/A	N/A	\$1,330,270	0.71%	100.00%	0.00%	\$0	\$1,330,270	\$0
1992	N/A	\$448,832	N/A	N/A	N/A	\$1,320,443	-0.74%	100.00%	0.00%	\$0	\$1,320,443	\$0
1993	N/A	\$486,879	N/A	N/A	N/A	\$1,325,786	0.40%	100.00%	0.00%	\$0	\$1,325,786	\$0
1994	N/A	\$498,775	N/A	N/A	N/A	\$1,826,022	37.73%	71.25%	28.75%	\$0	\$1,301,022	\$525,000
1995	N/A	\$1,006,705	N/A	N/A	N/A	\$1,826,064	0.00%	71.52%	28.48%	\$0	\$1,306,064	\$520,000
1996	N/A	\$1,027,885	N/A	N/A	N/A	\$1,823,507	-0.14%	72.03%	27.97%	\$0	\$1,313,507	\$510,000
1997	N/A	\$1,058,655	N/A	N/A	N/A	\$1,825,131	0.09%	72.33%	27.67%	\$0	\$1,320,131	\$505,000
1998	N/A	\$1,072,090	N/A	N/A	N/A	\$1,826,686	0.09%	67.97%	32.03%	\$0	\$1,241,686	\$585,000
1999	N/A	\$1,114,915	N/A	N/A	N/A	\$1,860,516	1.85%	65.60%	34.40%	\$0	\$1,220,516	\$640,000
2000	N/A	\$1,161,092	N/A	N/A	N/A	\$1,899,801	2.11%	63.68%	36.32%	\$0	\$1,209,801	\$690,000
2001	N/A	\$951,993	N/A	N/A	N/A	\$1,937,812	2.00%	59.75%	40.25%	\$0	\$1,157,812	\$780,000
2002	N/A	\$986,616	N/A	N/A	N/A	\$1,975,722	1.96%	57.74%	42.26%	\$0	\$1,140,722	\$835,000
2003	N/A	\$997,889	N/A	N/A	N/A	\$2,015,400	2.01%	55.84%	44.16%	\$0	\$1,125,400	\$890,000
2004	N/A	\$1,058,928	N/A	N/A	N/A	\$2,052,924	1.86%	49.58%	50.42%	\$0	\$1,017,924	\$1,035,000
2005	N/A	\$1,082,602	N/A	N/A	N/A	\$2,094,042	2.00%	48.90%	51.10%	\$0	\$1,024,042	\$1,070,000
2006	N/A	\$1,158,846	N/A	N/A	N/A	\$2,139,118	2.15%	40.16%	59.84%	\$0	\$859,118	\$1,280,000
2007	N/A	\$1,407,520	N/A	N/A	N/A	\$2,178,693	1.85%	57.54%	42.46%	\$0	\$1,253,693	\$925,000
2008	N/A	\$1,416,595	N/A	N/A	N/A	\$2,223,000	2.03%	51.87%	48.13%	\$0	\$1,153,000	\$1,070,000
2009	N/A	\$1,425,374	N/A	N/A	N/A	\$2,268,400	2.04%	46.66%	53.34%	\$0	\$1,058,400	\$1,210,000
2010	N/A	\$795,239	N/A	N/A	N/A	\$2,315,000	2.05%	0.00%	100.00%	\$0	\$0	\$2,315,000
2011	N/A	\$755,867	N/A	N/A	N/A	\$2,360,000	1.94%	0.00%	100.00%	\$0	\$0	\$2,360,000
2012	N/A	\$718,980	N/A	N/A	N/A	\$2,410,000	2.12%	0.00%	100.00%	\$0	\$0	\$2,410,000
2013	N/A	\$681,550	N/A	N/A	N/A	\$2,455,000	1.87%	0.00%	100.00%	\$0	\$0	\$2,455,000
2014	N/A	\$646,518	N/A	N/A	N/A	\$2,505,000	2.04%	0.00%	100.00%	\$0	\$0	\$2,505,000
2015	N/A	\$619,162	N/A	N/A	N/A	\$2,555,000	2.00%	0.00%	100.00%	\$0	\$0	\$2,555,000
2016	N/A	\$592,737	N/A	N/A	N/A	\$2,605,000	1.96%	0.00%	100.00%	\$0	\$0	\$2,605,000
2017	N/A	\$568,298	N/A	N/A	N/A	\$2,660,000	2.11%	0.00%	100.00%	\$0	\$0	\$2,660,000
2018	N/A	\$543,632	N/A	N/A	N/A	\$2,710,000	1.88%	0.00%	100.00%	\$0	\$0	\$2,710,000
	TOTAL	\$26,062,937	N/A	N/A	N/A	\$62,455,001				\$0	\$26,810,001	\$35,645,000

STRUCTURED FOR FIRST FIVE YEARS TOTAL DEBT SERVICE TO BE FLAT; THEN INCREASING 2% EACH YEAR TO BE COVERED BY NEW GROWTH.

TOWN OF ADDISON
ORIGINAL ISSUE - \$ DATED OCTOBER 1, 1985
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 1985

F.Y. 09/30	REMAINING BALANCE	DEBT SERVICE SCHEDULE					% ALLOCATION			\$ ALLOCATION		
		PRINCIPAL	RATE	INT 3/15	INT 9/15	TOTAL	GEN	WATER	SEWER	GEN	WATER	SEWER
1984												
1985						\$0	0.00%	100.00%	0.00%	\$0	\$0	\$0
1986						\$0	0.00%	100.00%	0.00%	\$0	\$0	\$0
1987	\$3,926,071	160,891	6.25%	\$157,371	\$157,371	\$475,632	0.00%	100.00%	0.00%	\$0	\$475,632	\$0
1988	\$3,765,180	203,513	6.75%	\$152,343	\$152,343	\$508,199	0.00%	100.00%	0.00%	\$0	\$508,199	\$0
1989	\$3,561,667	198,138	7.20%	\$145,474	\$145,474	\$489,086	0.00%	100.00%	0.00%	\$0	\$489,086	\$0
1990	\$3,363,529	207,737	7.60%	\$138,341	\$138,341	\$484,420	0.00%	100.00%	0.00%	\$0	\$484,420	\$0
1991	\$3,155,792	223,481	8.00%	\$130,447	\$130,447	\$484,375	0.00%	100.00%	0.00%	\$0	\$484,375	\$0
1992	\$2,932,311	243,832	8.20%	\$121,508	\$121,508	\$486,848	0.00%	100.00%	0.00%	\$0	\$486,848	\$0
1993	\$2,688,479	261,879	8.50%	\$111,511	\$111,511	\$484,901	0.00%	100.00%	0.00%	\$0	\$484,901	\$0
1994	\$2,426,600	278,775	8.70%	\$100,381	\$100,381	\$479,537	0.00%	100.00%	0.00%	\$0	\$479,537	\$0
1995	\$2,147,825	297,590	8.90%	\$88,254	\$88,254	\$474,099	0.00%	100.00%	0.00%	\$0	\$474,099	\$0
1996	\$1,850,235	322,933	9.00%	\$75,012	\$75,012	\$472,957	0.00%	100.00%	0.00%	\$0	\$472,957	\$0
1997	\$1,527,301	352,117	9.20%	\$60,480	\$60,480	\$473,076	0.00%	100.00%	0.00%	\$0	\$473,076	\$0
1998	\$1,175,185	306,422	9.25%	\$44,282	\$44,282	\$394,986	0.00%	100.00%	0.00%	\$0	\$394,986	\$0
1999	\$868,763	310,646	9.30%	\$30,110	\$30,110	\$370,866	0.00%	100.00%	0.00%	\$0	\$370,866	\$0
2000	\$558,117	333,301	9.40%	\$15,665	\$15,665	\$364,631	0.00%	100.00%	0.00%	\$0	\$364,631	\$0
2001	\$224,816	69,033	CAPITAL APPRECIATION BONDS		\$245,068	\$314,102	0.00%	100.00%	0.00%	\$0	\$314,102	\$0
2002	\$155,782	55,614			\$225,081	\$280,695	0.00%	100.00%	0.00%	\$0	\$280,695	\$0
2003	\$100,168	49,539			\$228,084	\$277,623	0.00%	100.00%	0.00%	\$0	\$277,623	\$0
2004	\$50,629	26,626			\$137,721	\$164,347	0.00%	100.00%	0.00%	\$0	\$164,347	\$0
2005	\$24,003	24,003			\$139,192	\$163,195	0.00%	100.00%	0.00%	\$0	\$163,195	\$0
2006												
2007												
2008												
2009												
2010												
2011												
2012												
2013												
2014												
2015												
2016												
2017												
2018												
	TOTAL	\$3,926,070		\$1,371,179	\$2,346,325	\$7,643,575				\$0	\$7,643,575	\$0

TOWN OF ADDISON
ORIGINAL ISSUE - \$9,115,000 DATED DECEMBER 1, 1987
WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 1987

F.Y.	REMAINING BALANCE	DEBT SERVICE SCHEDULE					% ALLOCATION			\$ ALLOCATION			
		PRINCIPAL	RATE	INT 3/15	INT 9/15	TOTAL	GEN	WATER	SEWER	GEN	WATER	SEWER	
1984													
1985													
1986													
1987													
1988	\$9,115,000	\$210,000	5.00%		\$280,086	\$490,086	0.00%	100.00%	0.00%	\$0	\$490,086	\$0	
1989	\$8,905,000	\$185,000	5.50%	\$330,854	\$330,854	\$846,708	0.00%	100.00%	0.00%	\$0	\$846,708	\$0	
1990	\$8,720,000	\$185,000	5.75%	\$325,766	\$325,766	\$836,533	0.00%	100.00%	0.00%	\$0	\$836,533	\$0	
1991	\$8,535,000	\$205,000	6.00%	\$320,448	\$320,448	\$845,895	0.00%	100.00%	0.00%	\$0	\$845,895	\$0	
1992	\$8,330,000	\$205,000	6.20%	\$314,298	\$314,298	\$833,595	0.00%	100.00%	0.00%	\$0	\$833,595	\$0	
1993	\$8,125,000	\$225,000	6.40%	\$307,943	\$307,943	\$840,885	0.00%	100.00%	0.00%	\$0	\$840,885	\$0	
1994	\$7,900,000	\$220,000	6.60%	\$300,743	\$300,743	\$821,485	0.00%	100.00%	0.00%	\$0	\$821,485	\$0	
1995	\$7,680,000	\$245,000	6.70%	\$293,483	\$293,483	\$831,965	0.00%	100.00%	0.00%	\$0	\$831,965	\$0	
1996	\$7,435,000	\$270,000	6.85%	\$285,275	\$285,275	\$840,550	0.00%	100.00%	0.00%	\$0	\$840,550	\$0	
1997	\$7,165,000	\$295,000	6.90%	\$276,028	\$276,028	\$847,055	0.00%	100.00%	0.00%	\$0	\$847,055	\$0	
1998	\$6,870,000	\$315,000	7.00%	\$265,850	\$265,850	\$846,700	0.00%	100.00%	0.00%	\$0	\$846,700	\$0	
1999	\$6,555,000	\$340,000	7.20%	\$254,825	\$254,825	\$849,650	0.00%	100.00%	0.00%	\$0	\$849,650	\$0	
2000	\$6,215,000	\$360,000	7.35%	\$242,585	\$242,585	\$845,170	0.00%	100.00%	0.00%	\$0	\$845,170	\$0	
2001	\$5,855,000	\$385,000	7.45%	\$229,355	\$229,355	\$843,710	0.00%	100.00%	0.00%	\$0	\$843,710	\$0	
2002	\$5,470,000	\$430,000	7.50%	\$215,014	\$215,014	\$860,028	0.00%	100.00%	0.00%	\$0	\$860,028	\$0	
2003	\$5,040,000	\$450,000	7.60%	\$198,889	\$198,889	\$847,778	0.00%	100.00%	0.00%	\$0	\$847,778	\$0	
2004	\$4,590,000	\$490,000	7.70%	\$181,789	\$181,789	\$853,578	0.00%	100.00%	0.00%	\$0	\$853,578	\$0	
2005	\$4,100,000	\$535,000	7.80%	\$162,924	\$162,924	\$860,848	0.00%	100.00%	0.00%	\$0	\$860,848	\$0	
2006	\$3,565,000	\$575,000	7.90%	\$142,059	\$142,059	\$859,118	0.00%	100.00%	0.00%	\$0	\$859,118	\$0	
2007	\$2,990,000	\$1,015,000	7.95%	\$119,346	\$119,346	\$1,253,693	0.00%	100.00%	0.00%	\$0	\$1,253,693	\$0	
2008	\$1,975,000	\$995,000	8.00%	\$79,000	\$79,000	\$1,153,000	0.00%	100.00%	0.00%	\$0	\$1,153,000	\$0	
2009	\$980,000	\$980,000	8.00%	\$39,200	\$39,200	\$1,058,400	0.00%	100.00%	0.00%	\$0	\$1,058,400	\$0	
2010													
2011													
2012													
2013													
2014													
2015													
2016													
2017													
2018													
	TOTAL	\$9,115,000			\$4,885,670	\$5,165,756	\$19,166,426				\$0	\$19,166,426	\$0












TOWN OF ADDISON
POTENTIAL ISSUE - \$13,020,000 CAPITAL APPRECIATION BONDS
REVENUE BONDS, SERIES 1993 - DATED JULY 1, 1993

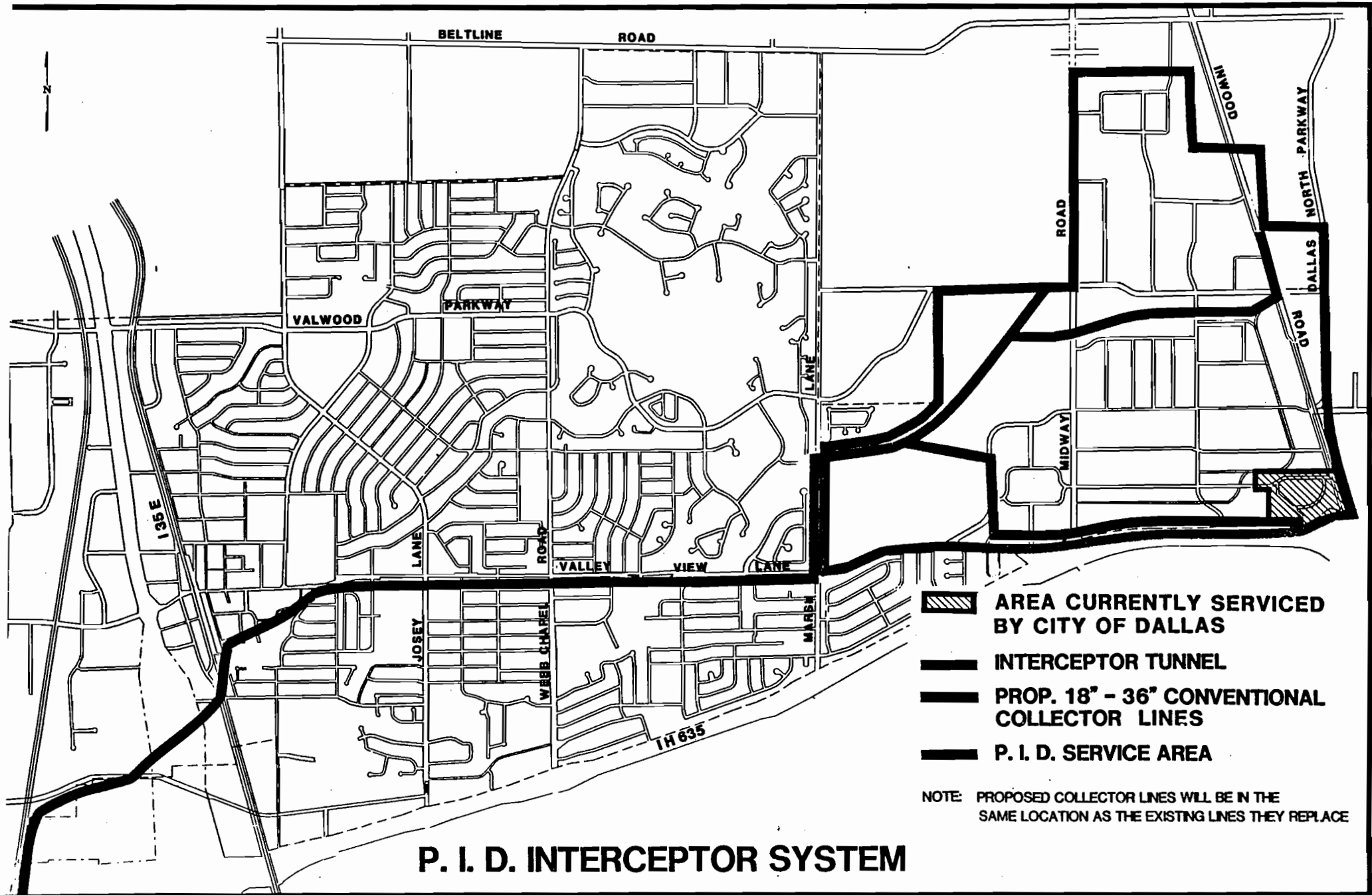
F.Y.	REMAINING BALANCE	DEBT SERVICE SCHEDULE					% ALLOCATION			\$ ALLOCATION		
		PRINCIPAL	RATE	INT 3/15	INT 9/15	TOTAL	GEN	WATER	SEWER	GEN	WATER	SEWER
09/30												
1984												
1985												
1986												
1987												
1988												
1989												
1990												
1991				PERIODS	COMPOUND							
1992												
1993												
1994	\$13,021,867		4.60%	3.00000	1.07060	\$525,000	0.00%	0.00%	100.00%	\$0	\$0	\$525,000
1995	\$13,021,867	\$464,115	4.60%	5.00000	1.12041	\$520,000	0.00%	0.00%	100.00%	\$0	\$0	\$520,000
1996	\$12,557,752	\$434,951	4.60%	7.00000	1.17254	\$510,000	0.00%	0.00%	100.00%	\$0	\$0	\$510,000
1997	\$12,122,801	\$411,539	4.60%	9.00000	1.22710	\$505,000	0.00%	0.00%	100.00%	\$0	\$0	\$505,000
1998	\$11,711,262	\$450,668	4.80%	11.00000	1.29807	\$585,000	0.00%	0.00%	100.00%	\$0	\$0	\$585,000
1999	\$11,260,595	\$464,269	5.00%	13.00000	1.37851	\$640,000	0.00%	0.00%	100.00%	\$0	\$0	\$640,000
2000	\$10,796,326	\$467,791	5.25%	15.00000	1.47502	\$690,000	0.00%	0.00%	100.00%	\$0	\$0	\$690,000
2001	\$10,328,535	\$497,960	5.35%	17.00000	1.56639	\$780,000	0.00%	0.00%	100.00%	\$0	\$0	\$780,000
2002	\$9,830,575	\$501,002	5.45%	19.00000	1.66666	\$835,000	0.00%	0.00%	100.00%	\$0	\$0	\$835,000
2003	\$9,329,573	\$498,350	5.60%	21.00000	1.78589	\$890,000	0.00%	0.00%	100.00%	\$0	\$0	\$890,000
2004	\$8,831,223	\$542,302	5.70%	23.00000	1.90853	\$1,035,000	0.00%	0.00%	100.00%	\$0	\$0	\$1,035,000
2005	\$8,288,920	\$523,600	5.80%	25.00000	2.04355	\$1,070,000	0.00%	0.00%	100.00%	\$0	\$0	\$1,070,000
2006	\$7,765,320	\$583,846	5.90%	27.00000	2.19236	\$1,280,000	0.00%	0.00%	100.00%	\$0	\$0	\$1,280,000
2007	\$7,181,474	\$392,520	6.00%	29.00000	2.35657	\$925,000	0.00%	0.00%	100.00%	\$0	\$0	\$925,000
2008	\$6,788,954	\$421,595	6.10%	31.00000	2.53798	\$1,070,000	0.00%	0.00%	100.00%	\$0	\$0	\$1,070,000
2009	\$6,367,358	\$445,374	6.15%	33.00000	2.71682	\$1,210,000	0.00%	0.00%	100.00%	\$0	\$0	\$1,210,000
2010	\$5,921,984	\$795,239	6.20%	35.00000	2.91107	\$2,315,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,315,000
2011	\$5,126,745	\$755,867	6.25%	37.00000	3.12224	\$2,360,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,360,000
2012	\$4,370,878	\$718,980	6.30%	39.00000	3.35197	\$2,410,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,410,000
2013	\$3,651,898	\$681,550	6.35%	41.00000	3.60208	\$2,455,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,455,000
2014	\$2,970,347	\$646,518	6.40%	43.00000	3.87460	\$2,505,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,505,000
2015	\$2,323,829	\$619,162	6.40%	45.00000	4.12654	\$2,555,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,555,000
2016	\$1,704,667	\$592,737	6.40%	47.00000	4.39487	\$2,605,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,605,000
2017	\$1,111,930	\$568,298	6.40%	49.00000	4.68064	\$2,660,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,660,000
2018	\$543,632	\$543,632	6.40%	51.00000	4.98499	\$2,710,000	0.00%	0.00%	100.00%	\$0	\$0	\$2,710,000
	TOTAL	\$13,021,867				\$35,645,000				\$0	\$0	\$35,645,000





\$13,020,000

STRUCTURED FOR FIRST FIVE YEARS TOTAL DEBT SERVICE TO BE FLAT; THEN INCREASING 2% EACH YEAR TO BE COVERED BY NEW GROWTH.

EAST SIDE DEVELOPMENT PROPOSAL

	PROJECT:	<ul style="list-style-type: none"> • East side Interceptor Sewer Tunnel and Collector System
	PROJECT PARTICIPANTS:	<ul style="list-style-type: none"> • City of Farmers Branch • Town of Addison
	PROJECT LIFE:	<ul style="list-style-type: none"> • 50-Years
	PROJECT COST:	<ul style="list-style-type: none"> • Total Project Cost \$ 27,020,000.00 • City of Farmers Branch Cost \$ 14,000,000.00 • Town of Addison Cost \$ 13,020,000.00
	FINANCING:	<ul style="list-style-type: none"> • Farmers Branch Cost to be paid with Tax Exempt Revenue Bonds financed through the Public Improvement District
	PROJECTED SCHEDULE:	<ul style="list-style-type: none"> • 1991-1992 - Tunnel design • 1992-1993 - Conventional collector system design • 1993-1995 - Tunnel construction • 1994-1996 - Conventional collector system construction
	CITY'S CONTRIBUTION TO PROJECT:	<ul style="list-style-type: none"> • \$ 1,400,000.00 from Sewer Bond Funds • Financial strength enhancing the credit of the Tax Exempt Bonds thereby lowering the project's financing cost.
	EAST SIDE IMPROVEMENTS COMPLETED OR UNDERWAY	<ul style="list-style-type: none"> ○ Winn Park (1989) \$ 308,050.00 ○ Channel improvement upstream of Winn Park \$ 500,000.00 • TOTAL IMPROVEMENTS COMPLETED OR UNDERWAY \$808,050.00
	EAST SIDE IMPROVEMENTS TO COMPLEMENT THE CREATION OF A PID	<ul style="list-style-type: none"> ○ Pavement widening Midway Road - LBJ to Spring Valley \$ 2,000,000.00 ○ Intersection improvements on Alpha Road - Midway to Inwood \$ 1,000,000.00 ○ Pavement widening Spring Valley - Inwood to Tollway \$ 500,000.00 ○ Elevated water storage \$ 2,500,000.00 ○ 16" Water Line - Along Midway Road Spring Valley to D.P. & L. ROW \$ 752,000.00 ○ 16" Water Line - Along D.P. & L. ROW Midway Road to Inwood Rd \$ 500,000.00 ○ 16" Water Line - Along Inwood Road Langland to Spring Valley \$ 450,000.00 • TOTAL PLANNED COMPLEMENTARY IMPROVEMENTS \$ 7,702,000.00
	PROPERTY OWNERS PARTICIPATION	<ul style="list-style-type: none"> • Bear share of cost based on benefit received • Option for installment payment of assessment from long term financing (20 years) at Tax Exempt rates (8%) provided by City issuance of Tax Exempt Bonds • Have benefit of use of sewer facility by June 30, 1996 • Pay assessment in cash at time of funding of construction of the project (1993); or begin annual installment payments 24 months after issuance of Bonds funding construction of project (1995).
	OTHER BENEFITS	<ul style="list-style-type: none"> • Opportunity to participate in the City's tax abatement program to partially offset the PID assessment at the time development occurs. • Renegotiation of existing developer's contracts which will relieve property owners of certain significant obligations.



-  AREA CURRENTLY SERVICED BY CITY OF DALLAS
-  INTERCEPTOR TUNNEL
-  PROP. 18" - 36" CONVENTIONAL COLLECTOR LINES
-  P. I. D. SERVICE AREA

NOTE: PROPOSED COLLECTOR LINES WILL BE IN THE SAME LOCATION AS THE EXISTING LINES THEY REPLACE

P. I. D. INTERCEPTOR SYSTEM

**SALE OF FRANCHISE TO ADDISON
WATER FACILITIES, As of 11/30/92**

CONTRACT/ASSET NUMBER	ASSET DESCRIPTION	IN-SERVICE DATE	ORIGINAL COST	CONTRIB AMOUNT	NET COST	YEARS IN SERVICE	DEPRE RATE/YR	ACC DEPRE	BOOK VALUE	% TO ADDISON	VALUE OF ASSETS TO ADDISON
63-64	12" MAIN-WINNWOOD	03/31/64	11,667.67	0.00	11,667.67	26.67	2.00%	8,701.05	4,966.62	100.00%	4,966.62
64-188	12" MAIN-MONTFORT	12/03/64	10,066.24	0.00	10,066.24	27.69	2.00%	5,652.21	4,444.03	35.00%	1,555.41
64-96	6" MAIN-CELESTIAL	03/31/65	2,300.00	0.00	2,300.00	27.67	2.00%	1,272.67	1,027.33	100.00%	1,027.33
69-76	6" MAIN-BELTLINE	03/31/70	46,330.91	0.00	46,330.91	22.67	2.00%	21,003.35	25,327.56	75.00%	18,995.67
69-116	6" MAIN-LAKE FOREST	03/31/70	5,261.76	5,261.76	0.00	22.67	2.00%	0.00	0.00	100.00%	0.00
70-217	6" MAIN IN TOLLWAY @ BELTLINE	03/31/71	68,227.11	41,361.94	24,865.17	21.67	2.00%	10,774.91	14,080.26	5.00%	704.51
WORK ORDER 14132	6" MAIN-WINNWOOD	03/31/63	2617.64	0.00	2,617.64	26.67	2.00%	1,671.80	1,145.84	100.00%	1,145.84
WORK ORDER 15017	6" MAIN-WINNWOOD	03/31/65	2467.11	0.00	2,467.11	27.67	2.00%	1,376.20	1,110.91	100.00%	1,110.91
78-261:	SAKOWITZ AREA										
M778261W00008120	6" MAIN	04/03/79	754.00	654.36	99.62	13.66	2.00%	27.21	72.41	100.00%	72.41
8121	6" MAIN	04/03/79	1,770.09	1,536.22	233.87	13.66	3.03%	96.79	137.08	100.00%	137.08
8122	12" MAIN	04/03/79	1,867.04	1,620.36	246.68	13.66	2.00%	67.36	179.30	100.00%	179.30
8123	2" SERVICE CONN	04/03/79	86.77	77.91	11.86	13.66	2.00%	3.24	8.62	100.00%	8.62
8124	12" MAIN	04/03/79	2,854.41	2,477.28	377.13	13.66	2.00%	103.02	274.11	100.00%	274.11
8125	6" MAIN	04/03/79	4,461.49	3,872.03	589.46	13.66	2.00%	161.02	428.44	100.00%	428.44
8126	6" MAIN	04/03/79	3,173.98	2,754.81	419.35	13.66	2.00%	114.55	304.80	100.00%	304.80
8127	FIRE HYDRANT	04/03/79	1,077.13	934.82	142.31	13.66	3.03%	56.89	83.42	100.00%	83.42
8128	6" MAIN	04/03/79	1,256.65	1,060.62	186.03	13.66	2.00%	45.35	120.66	100.00%	120.66
8129	12" MAIN	04/03/79	933.51	810.17	123.34	13.66	2.00%	33.69	69.65	100.00%	69.65
8130	6" MAIN	04/03/79	37,642.69	32,669.51	4,973.48	13.66	2.00%	1,356.59	3,614.89	100.00%	3,614.89
8131	6" MAIN	04/03/79	4,021.29	3,489.99	531.30	13.66	2.00%	146.13	386.17	100.00%	386.17
8132	FIRE HYDRANT	04/03/79	1,436.16	1,246.43	189.75	13.66	3.03%	78.53	111.22	100.00%	111.22
8133	2" SERVICE CONN	04/03/79	179.52	155.80	23.72	13.66	2.00%	8.48	17.24	100.00%	17.24
8134	FIRE HYDRANT	04/03/79	2,513.31	2,181.25	332.06	13.66	3.03%	137.42	194.64	100.00%	194.64
8135	6" MAIN	04/03/79	2,333.80	2,025.45	308.35	13.66	2.00%	84.23	224.12	100.00%	224.12
8136	6" MAIN	04/03/79	6,724.79	7,572.05	1,152.74	13.66	3.03%	477.06	675.68	100.00%	675.68
8137	12" MAIN	04/03/79	26,012.80	22,575.93	3,436.67	13.66	2.00%	936.84	2,498.03	100.00%	2,498.03
8138	6" MAIN	04/03/79	4,223.60	3,665.74	558.66	13.66	2.00%	152.44	405.62	100.00%	405.62
8139	FIRE HYDRANT	04/03/79	7,181.10	623.22	8,557.68	13.66	3.03%	2,713.96	3,843.92	100.00%	3,843.92
78-367:	BELTLINE BTW MONTFORT & SAKOWITZ										
M778367W00008557	6" MAIN	04/09/79	289.31	234.31	55.00	13.64	2.00%	15.01	39.69	100.00%	39.69
8558	FIRE HYDRANT	04/09/79	626.60	669.48	157.12	13.64	3.03%	84.94	92.16	100.00%	92.16
8559	12" MAIN	04/09/79	537.29	435.18	102.13	13.64	2.00%	27.66	74.27	100.00%	74.27
8560	6" MAIN	04/09/79	10,082.64	8,166.24	1,916.60	13.64	2.00%	522.91	1,363.69	100.00%	1,363.69
8561	2" SERVICE CONN	04/09/79	413.30	334.74	78.56	13.64	2.00%	21.43	57.13	100.00%	57.13
78-399:	BELTLINE BTW MONTFORT & OAKS NORTH										
M778399W00008565	6" MAIN	05/21/79	1,475.16	1,358.82	116.36	13.53	2.00%	31.48	64.66	36.00%	30.56
8566	FIRE HYDRANT	05/21/79	1,756.17	1,617.65	138.52	13.53	3.03%	56.77	61.75	36.00%	29.43
8567	2" SERVICE CONN	05/21/79	439.04	404.41	34.63	13.53	2.00%	9.37	25.26	36.00%	9.09
8568	6" MAIN	05/21/79	29,776.99	27,428.21	2,348.78	13.53	2.00%	636.34	1,713.44	36.00%	616.84
78-401:	OAKS NORTH										
M778401W00008573	6" SERVICE CONN	06/05/79	24,616.62	23,965.85	630.77	13.49	2.00%	224.06	606.69	100.00%	606.69
8574	2" SERVICE CONN	06/05/79	91.67	68.80	3.07	13.49	2.00%	0.83	2.24	100.00%	2.24
8575	FIRE HYDRANT	06/05/79	3,307.61	3,186.88	110.73	13.49	3.03%	45.25	65.48	100.00%	65.48
8576	6" MAIN	06/05/79	4,116.14	3,978.35	137.79	13.49	2.00%	37.17	100.62	100.00%	100.62
8577	6" MAIN	06/05/79	50,778.42	49,076.54	1,699.88	13.49	2.00%	459.50	1,241.36	100.00%	1,241.36
8578	1" SERVICE CONN	06/05/79	9,334.80	9,022.31	312.49	13.49	2.00%	84.29	228.20	100.00%	228.20
79-063:	CELESTIAL										
M779063W00009026	1" SERVICE CONN	03/21/80	342.16	167.67	174.49	12.69	2.00%	44.22	129.67	100.00%	129.67
9027	6" MAIN	03/21/80	596.78	293.95	302.83	12.69	2.00%	77.36	227.45	100.00%	227.45
9028	6" MAIN	03/21/80	3,380.54	1,859.97	1,520.57	12.69	2.00%	436.74	1,263.83	100.00%	1,263.83

11/30/92

**SALE OF FRANCHISE TO ADDISON
WATER FACILITIES, As of 11/30/92**

CONTRACT/ASSET NUMBER	ASSET DESCRIPTION	IN-SERVICE DATE	ORIGINAL COST	CONTRIB AMOUNT	NET COST	YEARS IN SERVICE	DEPRE RATE/YR	ACC DEPRE	BOOK VALUE	% TO ADDISON	VALUE OF ASSETS TO ADDISON
79-239:	SAKOWITZ AREA										
M779239W00009635	FIRE HYDRANT	11/01/79	1,608.48	1,424.15	182.31	13.08	3.03%	72.28	110.05	100.00%	110.05
9638	8" MAIN	11/01/79	1,709.27	1,515.30	193.97	13.08	2.00%	50.74	143.23	100.00%	143.23
9637	12" MAIN	11/01/79	1,044.20	825.70	118.50	13.08	2.00%	31.00	87.50	100.00%	87.50
9636	8" MAIN	11/01/79	200.81	178.02	22.79	13.08	2.00%	5.98	18.83	100.00%	18.83
9639	8" MAIN	11/01/79	200.81	178.02	22.79	13.08	2.00%	5.98	18.83	100.00%	18.83
9640	8" MAIN	11/01/79	11,644.38	10,322.98	1,321.42	13.08	2.00%	345.70	975.72	100.00%	975.72
9641	8" MAIN	11/01/79	843.37	747.87	95.70	13.08	2.00%	25.04	70.98	100.00%	70.98
9642	2" SERVICE CONN	11/01/79	573.50	508.42	65.08	13.08	2.00%	17.03	48.05	100.00%	48.05
9643	8" MAIN	11/01/79	281.13	249.23	31.90	13.08	2.00%	8.35	23.55	100.00%	23.55
9644	12" MAIN	11/01/79	11,124.70	9,882.25	1,262.45	13.08	2.00%	330.27	932.18	100.00%	932.18
79-515:	EASEMENT BTW MONTFORT & OAKS NORTH										
M779515W00011045	FIRE HYDRANT	08/19/80	649.45	442.80	208.65	12.45	3.03%	78.01	128.84	100.00%	128.84
11048	8" MAIN	08/19/80	909.22	619.83	289.59	12.45	2.00%	72.09	217.50	100.00%	217.50
11047	8" MAIN	08/19/80	7,159.91	4,877.40	2,279.51	12.45	2.00%	567.47	1,712.04	100.00%	1,712.04
11048	2" SERVICE CONN	08/19/80	182.38	110.85	51.71	12.45	2.00%	12.87	38.84	100.00%	38.84
81-245:	SAKOWITZ AREA										
M781245W00014818	8" MAIN	08/03/81	6,729.70	3,882.40	2,847.30	11.33	2.00%	644.91	2,202.39	100.00%	2,202.39
14819	8" MAIN	08/03/81	1,245.91	718.77	527.14	11.33	2.00%	119.40	407.74	100.00%	407.74
81-405:	EASEMENT @ MONTFORT & SAKOWITZ										
M781405W00015318	2" SERVICE CONN	02/15/82	698.42	565.89	100.53	10.79	2.00%	21.70	78.83	100.00%	78.83
15317	12" MAIN	02/15/82	2,541.93	2,174.97	368.98	10.79	3.03%	119.99	248.97	100.00%	248.97
15318	8" MAIN	02/15/82	1,482.48	1,251.35	211.13	10.79	2.00%	45.57	165.56	100.00%	165.56
15319	8" MAIN	02/15/82	284.14	243.12	41.02	10.79	2.00%	8.85	32.17	100.00%	32.17
15320	8" MAIN	02/15/82	14,981.07	12,544.55	2,116.52	10.79	2.00%	458.82	1,859.70	100.00%	1,859.70
15321	12" MAIN	02/15/82	1,810.70	1,549.30	261.40	10.79	2.00%	58.42	204.98	100.00%	204.98
15322	12" MAIN	02/15/82	11,212.38	9,583.73	1,818.85	10.79	2.00%	349.38	1,289.29	100.00%	1,289.29
15323	FIRE HYDRANT	02/15/82	2,785.68	2,383.53	402.15	10.79	3.03%	131.50	270.85	100.00%	270.85
81-528:	EASEMENT @ MONTFORT N. OF MONARCH										
M781528W00015755	12" MAIN	07/01/82	989.87	778.87	180.80	10.41	2.00%	39.74	151.08	100.00%	151.08
15756	FIRE HYDRANT	07/01/82	1,491.77	1,198.25	293.52	10.41	3.03%	82.82	200.90	100.00%	200.90
15757	12" SERVICE CONN	07/01/82	8,601.14	5,302.28	1,298.88	10.41	2.00%	270.52	1,028.34	100.00%	1,028.34
15758	8" MAIN	07/01/82	522.12	419.39	102.73	10.41	2.00%	21.40	81.33	100.00%	81.33
15759	8" MAIN	07/01/82	5,865.79	4,550.98	1,114.81	10.41	2.00%	232.19	882.82	100.00%	882.82
15760	2" SERVICE CONN	07/01/82	372.94	289.58	73.38	10.41	2.00%	15.28	58.10	100.00%	58.10
82-137:	EASEMENT @ WINNWOOD										
M782137000W18317	1" SERVICE CONN	08/04/82	1,973.47	1,482.87	510.80	10.32	2.00%	105.45	405.35	100.00%	405.35
18318	8" MAIN	08/04/82	1,814.66	1,198.73	417.93	10.32	2.00%	88.28	331.85	100.00%	331.85
18319	8" MAIN	08/04/82	1,255.84	930.79	325.05	10.32	2.00%	87.10	257.95	100.00%	257.95
18320	8" SERVICE CONN	08/04/82	5,855.83	4,340.14	1,515.69	10.32	2.00%	312.91	1,202.78	100.00%	1,202.78
83-811:	TOLLWAY										
M783811W00020599	3/4" SERVICE CONN	03/01/85	471.11	0.00	471.11	7.75	2.00%	73.00	368.11	80.50%	240.88
20573	8" MAIN	03/01/85	1,848.89	0.00	1,848.89	7.75	2.00%	255.49	1,363.40	80.50%	843.01
20574	1.5" SERVICE CONN	03/01/85	530.00	0.00	530.00	7.75	2.00%	82.12	447.88	80.50%	270.97
20579	FIRE HYDRANT	03/01/85	785.18	0.00	785.18	7.75	3.03%	184.31	800.87	80.50%	363.52
20583	FIRE HYDRANT	03/01/85	785.19	0.00	785.19	7.75	3.03%	184.32	800.87	80.50%	363.53
20584	1" SERVICE CONN	03/01/85	785.19	0.00	785.19	7.75	3.03%	184.32	800.87	80.50%	363.53
20585	FIRE HYDRANT	03/01/85	785.18	0.00	785.18	7.75	3.03%	184.31	800.87	80.50%	363.52
20588	8" MAIN	03/01/85	1,099.28	0.00	1,099.28	7.75	2.00%	170.32	928.94	80.50%	582.01
20595	8" MAIN	03/01/85	1,848.90	0.00	1,848.90	7.75	2.00%	255.49	1,363.41	80.50%	843.01
20597	8" MAIN	03/01/85	1,848.89	0.00	1,848.89	7.75	2.00%	255.49	1,363.40	80.50%	843.01
20599	8" MAIN	03/01/85	1,848.89	0.00	1,848.89	7.75	2.00%	255.49	1,363.40	80.50%	843.01
20601	8" MAIN	03/01/85	1,099.28	0.00	1,099.28	7.75	2.00%	170.32	928.94	80.50%	582.01
84-45:	CELESTIAL										
M7WRNTL7FIR0788A	FIRE HYDRANT	03/01/85	2,242.34	0.00	2,242.34	7.75	3.03%	528.72	1,715.62	100.00%	1,715.62
7WDL0788B	12" MAIN	03/01/85	82,340.13	0.00	82,340.13	7.75	2.00%	9,859.28	52,880.87	100.00%	52,880.87
7WDL0788D	12" VALVE	03/01/85	8,582.48	0.00	8,582.48	7.75	2.00%	1,329.81	7,252.67	100.00%	7,252.67
7WDL0788H	1.5" SERVICE CONN	03/01/85	1,032.62	0.00	1,032.62	7.75	2.00%	180.00	872.62	100.00%	872.62
7WDL0788I	2" SERVICE CONN	03/01/85	2,828.13	0.00	2,828.13	7.75	2.00%	438.20	2,389.93	100.00%	2,389.93

**SALE OF FRANCHISE TO ADDISON
WATER FACILITIES, As of 11/30/92**

CONTRACT/ASSET NUMBER	ASSET DESCRIPTION	IN-SERVICE DATE	ORIGINAL COST	CONTRIB AMOUNT	NET COST	YEARS IN SERVICE	DEPRE RATE/YR	ACC DEPRE	BOOK VALUE	% TO ADDISON	VALUE OF ASSETS TO ADDISON
84-835:	EASEMENT-MONTFORT @ SAKOWITZ										
M784835W00023408	8" MAIN	09/03/85	347.95	308.13	41.82	7.24	2.00%	6.08	35.76	100.00%	35.76
23409	2" SERVICE CONN	09/03/85	521.94	459.20	62.74	7.24	2.00%	9.09	53.65	100.00%	53.65
23410	8" MAIN	09/03/85	1,461.42	1,285.76	175.66	7.24	2.00%	25.44	150.22	100.00%	150.22
23411	FIRE HYDRANT	09/03/85	2,067.73	1,836.79	250.94	7.24	3.03%	55.06	165.88	100.00%	165.88
23412	8" MAIN	09/03/85	222.70	185.93	28.77	7.24	3.03%	5.87	20.90	100.00%	20.90
23413	8" MAIN	09/03/85	16,134.04	14,194.75	1,939.29	7.24	2.00%	280.87	1,658.42	100.00%	1,658.42
23414	8" MAIN	09/03/85	1,781.54	1,567.40	214.14	7.24	2.00%	31.01	183.13	100.00%	183.13
85-331:	BELL BROOK										
M785331W00023980	FIRE HYDRANT	09/17/85	5,818.01	5,711.99	106.02	7.20	3.03%	23.14	82.88	100.00%	82.88
23981	8" MAIN	09/17/85	103,560.54	101,873.37	1,687.17	7.20	2.00%	271.86	1,615.31	100.00%	1,615.31
23982	8" MAIN	09/17/85	8,335.17	8,219.72	115.45	7.20	2.00%	18.63	96.82	100.00%	96.82
23983	1" SERVICE CONN	09/17/85	5,947.30	5,838.92	108.38	7.20	2.00%	15.61	92.77	100.00%	92.77
	WATER TOTAL		744,120.12	487,448.34	246,671.78			77,979.92	168,891.88		140,647.20

**SALE OF FRANCHISE TO ADDISON
SEWER FACILITIES, As of 11/30/82**

CONTRACT/ASSET NUMBER	ASSET DESCRIPTION	IN-SERVICE DATE	ORIGINAL COST	CONTRIB AMOUNT	NET COST	YEARS IN SERVICE	DEPRE RATE/YR	ACC DEPRE	BOOK VALUE	% TO ADDISON	VALUE OF ASSETS TO ADDISON
70-192	10" & 12" MAINS IN BELTLINE @ LAKE FOREST & OAKS NORTH	03/31/71	52,865.36	22,521.69	30,143.67	21.87	2.00%	13,062.28	17,081.41	100.00%	17,081.41
71-98	6" MAIN IN NOEL ROAD	03/31/72	11,807.63	9,283.43	2,324.20	20.67	2.00%	980.87	1,363.53	63.00%	859.02
72-28	6" MAIN IN WHITE ROCK CREEK @ CELESTIAL	03/31/73	8,000.00	0.00	8,000.00	19.87	2.00%	2,380.00	3,840.00	100.00%	3,840.00
74-143	6" MAIN IN LAKE FOREST	03/31/75	9,123.74	9,123.74	0.00	17.87	2.00%	0.00	0.00	100.00%	0.00
78-282:	SAKOWITZ AREA										
M778282W00008140	6" MAIN	04/03/79	5,917.30	5,495.67	421.63	13.66	2.00%	115.18	306.45	100.00%	306.45
8141	6" SERVICE CONN	04/03/79	103.82	98.42	7.40	13.66	2.00%	2.02	5.38	100.00%	5.38
8142	6" MAIN	04/03/79	138.42	128.58	9.88	13.66	2.00%	2.69	7.17	100.00%	7.17
8143	6" SERVICE CONN	04/03/79	2,595.31	2,410.38	184.93	13.66	2.00%	50.52	134.41	100.00%	134.41
8144	6" MAIN	04/03/79	1,881.07	1,747.04	134.03	13.66	2.00%	36.61	97.42	100.00%	97.42
8145	6" MAIN	04/03/79	26,173.19	24,308.23	1,864.96	13.66	2.00%	509.44	1,355.52	100.00%	1,355.52
8146	6" MAIN	04/03/79	138.41	128.55	9.88	13.66	2.00%	2.69	7.17	100.00%	7.17
8147	48" MANHOLE	04/03/79	3,287.39	3,053.15	234.24	13.66	2.00%	63.99	170.25	100.00%	170.25
8148	48" MANHOLE	04/03/79	657.48	610.63	46.85	13.66	2.00%	12.80	34.05	100.00%	34.05
8149	6" SERVICE CONN	04/03/79	622.87	578.49	44.38	13.66	2.00%	12.12	32.28	100.00%	32.28
8150	6" MAIN	04/03/79	3,550.39	3,297.41	252.98	13.66	2.00%	66.11	183.67	100.00%	183.67
8151	6" SERVICE CONN	04/03/79	415.25	385.68	29.59	13.66	2.00%	8.08	21.51	100.00%	21.51
8152	6" SERVICE CONN	04/03/79	121.11	112.48	8.63	13.66	2.00%	2.36	6.27	100.00%	6.27
78-398:	EASEMENT IN NOEL										
M778398W00008562	48" MANHOLE	04/09/79	1,887.07	1,392.72	494.35	13.84	2.00%	134.88	359.47	100.00%	359.47
8563	6" MAIN	04/09/79	3,019.31	2,228.36	790.95	13.84	2.00%	215.80	575.15	100.00%	575.15
8564	6" SERVICE CONN	04/09/79	595.92	439.81	156.11	13.84	2.00%	42.59	113.52	100.00%	113.52
78-400:	EASEMENT BTW MONTFORT & OAKS NORTH										
M778400W00008569	6" MAIN	05/21/79	14,990.01	13,445.75	1,544.28	13.53	2.00%	417.72	1,128.54	100.00%	1,128.54
8170	6" SERVICE CONN	05/21/79	117.29	105.21	12.08	13.53	2.00%	3.27	8.81	100.00%	8.81
8171	48" MANHOLE	05/21/79	742.85	686.32	78.53	13.53	2.00%	20.70	55.83	100.00%	55.83
8172	6" MAIN	05/21/79	158.39	140.28	18.11	13.53	2.00%	4.38	11.75	100.00%	11.75
78-402:	OAKS NORTH										
M778402W00008579	6" MAIN	08/05/79	66,087.64	66,405.30	1,682.34	13.49	2.00%	453.78	1,228.58	100.00%	1,228.58
8580	48" MANHOLE	08/05/79	6,388.98	8,182.20	208.78	13.49	2.00%	55.77	151.01	100.00%	151.01
8581	6" SERVICE CONN	08/05/79	11,994.42	11,698.05	298.37	13.49	2.00%	79.94	216.43	100.00%	216.43
8582	6" MAIN	08/05/79	1,084.24	1,057.45	26.79	13.49	2.00%	7.23	19.58	100.00%	19.58
78-084:	EASEMENT S. OF CELESTIAL										
M779084W00009029	6" MAIN	03/21/80	5,665.61	4,488.21	1,197.40	12.89	2.00%	303.94	893.48	100.00%	893.48
9030	6" SERVICE CONN	03/21/80	353.68	278.91	74.75	12.89	2.00%	18.97	55.78	100.00%	55.78
9031	6" MAIN	03/21/80	14,184.03	11,170.53	2,993.50	12.89	2.00%	759.85	2,233.85	100.00%	2,233.85
9032	48" MANHOLE	03/21/80	1,788.29	1,394.57	373.72	12.89	2.00%	94.86	278.86	100.00%	278.86
78-240:	SAKOWITZ AREA										
M779240W00009846	6" SERVICE CONN	11/01/79	299.26	281.71	17.55	13.08	2.00%	4.59	12.98	100.00%	12.98
9846	6" MAIN	11/01/79	133.00	125.20	7.80	13.08	2.00%	2.04	5.78	100.00%	5.78
9847	48" MANHOLE	11/01/79	631.78	594.71	37.05	13.08	2.00%	9.69	27.38	100.00%	27.38
9848	6" MAIN	11/01/79	3,784.59	3,572.05	222.54	13.08	2.00%	58.22	184.32	100.00%	184.32
79-516:	BELL BRANCH										
M779516W00011049	6" SERVICE CONN	08/19/80	798.28	627.78	170.50	12.45	2.00%	42.45	128.05	100.00%	128.05
80-258:	EASEMENT @ OAKS NORTH										
M780258W00012667	6" MAIN	08/21/80	1,028.49	477.64	550.85	12.28	2.00%	135.23	415.62	100.00%	415.62
12668	48" MANHOLE	08/21/80	2,035.54	945.32	1,090.22	12.28	2.00%	267.65	822.57	100.00%	822.57
12669	6" SERVICE CONN	08/21/80	321.40	149.28	172.14	12.28	2.00%	42.26	129.88	100.00%	129.88

SALE OF FRANCHISE TO ADDISON
SEWER FACILITIES, As of 11/30/92

CONTRACT/ASSET NUMBER	ASSET DESCRIPTION	IN-SERVICE DATE	ORIGINAL COST	CONTRIB AMOUNT	NET COST	YEARS IN SERVICE	DEPRE RATE/YR	ACC DEPRE	BOOK VALUE	% TO ADDISON	VALUE OF ASSETS TO ADDISON
81-406	EASEMENT @ MONFORT & NOEL										
M781406W00016324	48" MANHOLE	02/15/82	3,429.84	1,954.31	1,475.53	10.79	2.00%	318.47	1,157.06	100.00%	1,157.06
15325	6" SERVICE CONN	02/15/82	1,083.11	817.15	465.98	10.79	2.00%	100.57	365.39	100.00%	365.39
15326	6" MAIN	02/15/82	722.08	411.43	310.63	10.79	2.00%	67.04	243.59	100.00%	243.59
15327	6" MAIN	02/15/82	3,234.88	1,843.22	1,391.86	10.79	2.00%	300.37	1,091.29	100.00%	1,091.29
81-530	EASEMENT @ OAKS NORTH										
M781530W00015781	6" MAIN	07/01/82	1,280.41	228.81	1,033.60	10.41	2.00%	215.28	818.32	100.00%	818.32
15782	6" SERVICE CONN	07/01/82	945.31	170.11	775.20	10.41	2.00%	181.46	813.74	100.00%	813.74
15783	6" MAIN	07/01/82	2,495.60	449.08	2,046.52	10.41	2.00%	426.24	1,620.28	100.00%	1,620.28
82-138	WINNWOOD										
M782138W00016321	6" SERVICE CONN	08/04/82	1,778.09	1,507.73	270.36	10.32	2.00%	55.81	214.55	100.00%	214.55
16322	6" MAIN	08/04/82	24,343.81	20,842.15	3,701.48	10.32	2.00%	764.15	2,937.31	100.00%	2,937.31
16323	48" MANHOLE	08/04/82	4,094.88	3,472.34	622.84	10.32	2.00%	128.54	494.10	100.00%	494.10
83-732	EASEMENT S. OF CELESTIAL										
M783732W00020937	6" MAIN	10/19/84	41,493.97	20,147.16	21,346.79	8.11	2.00%	3,464.11	17,882.68	11.00%	1,967.09
20938	48" MANHOLE	10/19/84	14,787.59	7,180.04	7,607.55	8.11	2.00%	1,234.54	8,373.01	11.00%	701.03
20939	6" MAIN	10/19/84	328.62	159.58	169.08	8.11	2.00%	27.43	141.63	11.00%	15.58
20940	6" LATERAL	10/19/84	2,464.59	1,196.87	1,267.92	8.11	2.00%	205.78	1,062.16	11.00%	118.84
20941	48" MANHOLE	10/19/84	8,243.65	3,031.57	3,212.08	8.11	2.00%	521.25	2,690.83	11.00%	295.99
83-811	TOLLWAY										
M783811W00020570	48" MANHOLE	03/01/85	1,491.86	0.00	1,491.86	7.75	2.00%	231.18	1,260.70	100.00%	1,260.70
20578	6" SERVICE CONN	03/01/85	942.22	0.00	942.22	7.75	2.00%	145.99	796.23	100.00%	796.23
20581	48" MANHOLE	03/01/85	1,491.85	0.00	1,491.85	7.75	2.00%	231.15	1,260.70	100.00%	1,260.70
20581	6" SERVICE CONN	03/01/85	471.11	0.00	471.11	7.75	2.00%	73.00	398.11	100.00%	398.11
84-836	EASEMENT @ MONTFORT & NOEL										
M784836W00023415	48" MANHOLE	09/03/85	967.83	815.50	152.33	7.24	2.00%	22.08	130.27	100.00%	130.27
23418	6" MAIN	09/03/85	8,857.24	7,463.15	1,394.09	7.24	2.00%	201.91	1,192.18	100.00%	1,192.18
23417	6" SERVICE CONN	09/03/85	811.27	515.08	96.21	7.24	2.00%	13.93	82.28	100.00%	82.28
23418	6" MAIN	09/03/85	203.78	171.69	32.07	7.24	2.00%	4.84	27.43	100.00%	27.43
85-332	BELL BROOK										
M785332W00023964	6" MAIN	09/17/85	1,185.72	1,102.05	83.87	7.20	2.00%	12.05	71.62	100.00%	71.62
23965	48" MANHOLE	09/17/85	13,517.13	12,563.34	953.79	7.20	2.00%	137.40	818.39	100.00%	818.39
23968	6" MAIN	09/17/85	118,838.80	108,408.41	8,230.19	7.20	2.00%	1,185.80	7,044.59	100.00%	7,044.59
23967	6" SERVICE CONN	09/17/85	8,181.42	7,804.13	577.29	7.20	2.00%	83.18	494.13	100.00%	494.13
23968	48" MANHOLE	09/17/85	1,778.57	1,653.07	125.50	7.20	2.00%	18.08	107.42	100.00%	107.42
86-048	WINNWOOD										
M786048008P	6" MAIN	10/15/88	108,410.89	98,182.84	10,228.25	4.13	2.00%	843.83	9,384.42	100.00%	9,384.42
	SEWER TOTAL		838,492.55	512,597.28	125,895.29			31,641.30	94,253.99		68,695.70



dallas water utilities

City Hall • Dallas, Texas 75201 • 214-670-3146

October 16, 1992

CERTIFIED MAIL P 572 400 474

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Ron:

Enclosed for your information is a copy of the final Cost of Service Study for 1992 and a copy of Dallas' Ordinance No. 21430 passed on September 23, 1992, adjusting rates for water and wastewater services developed by the Cost Study. The new rates for treated water, effective on October 1, 1992, are:

Two-Part: Volume Charge: \$0.3085 per 1000 gallons
Demand Charge: \$128,041 per MGD

Flat: \$1.1088 per 1000 gallons

Dallas Water Utilities will continue reviewing the adequacy of rates and perform annual cost of service studies. Contracts with certain customers require a specific notice in advance of a revision in rates while others do not. However, we want to be sure that all customers receive the same information. Therefore, please consider this letter as our notice of intent to revise rates on or about October 1, 1993, to cover the cost of treated water service. The amount of that revision will be determined cooperatively with your participation invited during the coming months.

We will keep you informed as we progress. If there are any questions or if you need assistance, please call me or David Ryburn.

Sincerely,

Michael S. Marcotte 10.16.92
Director

trc

enclosure: Ordinance No. 21430
1992 Cost of Service Study
c: Randy Moravec, Director of Finance Addison
Don Preece, Director of Utilities Addison



dallas water utilities

City Hall • Dallas, Texas 75201 • 214-670-3146

October 16, 1992

CERTIFIED MAIL P 572 400 464

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Ron:

Enclosed for your information is a copy of the final Cost of Service Study for 1992 and a copy of Dallas' Ordinance No. 21430 passed on September 23, 1992, adjusting rates for water and wastewater services. The rate for wastewater service is \$1.274 per 1000 gallons and applies to both metered and unmetered wastewater customers. An infiltration and inflow adjustment factor of 15.1% will be applied to the winter month's consumption average total to determine the billable volume for unmetered wastewater flow. The new rates are effective October 1, 1992.

Dallas Water Utilities will continue reviewing the adequacy of rates and perform annual cost of service studies. Contracts with certain customers require a specific notice in advance of a revision in rates while others do not. However, we want to be sure that all customers receive the same information. Therefore, please consider this letter as our notice of intent to revise rates on or about October 1, 1993, to cover the cost of providing wastewater service. The amount of that revision will be determined cooperatively with your participation invited during the coming months.

We will keep you informed as we progress. If there are any questions or if you need assistance, please call me or David Ryburn.

Sincerely,

Michael S. Marcotte 10.16.92
Director

trc

enclosure: Ordinance No. 21061
1992 Cost of Service Study

c: Randy Moravec, Director of Finance Addison
Don Preece, Director of Utilities Addison



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

June 8, 1992

Mr. Don Preece
Director of Utilities
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Don:

Enclosed are the results of samples collected at the City of Addison points of entry for May 5 through May 12, 1992. Parameters indicated under Chapter 49 of the Dallas City Code were sampled and the results appear on the attached report of analysis.

A priority pollutant scan was also conducted on May 7, 1992. The results appear on the attached priority pollutant report. No pollutants of concern were observed.

For the survey period May 5 through May 12, the average TSS concentration was 208 mg/L and the average BOD concentration was 235 mg/L. Because the average TSS and BOD concentrations do not exceed 250 mg/L, a surcharge rate will not be assessed. These averages have been calculated by multiplying the volume of wastewater discharged (indicated on the attached report) by the concentration for the same period. The products are totaled and divided by the total volume to give a flow weighted average.

If you have any questions, please do not hesitate to call me at 670-5886.

Sincerely,

W. David Ryburn
Manager
Wholesale Services Division

rc
enclosure



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	05/09/92	05/10/92	05/10/92	05/10/92	05/11/92	05/11/92	05/11/92
Lab Number	X-7604	X-7612	X-7610	X-7611	X-7618	X-7620	X-7619
Volume	1072	2440	1377	2105	690	2521	2626
pH							
Total Suspended Solids	174	126	106	94	171	211	255
Biochemical Oxygen Demand	133	146	220	201	156	158	471
Cyanide	0.005	0.005	0.005	0.005	0.005	0.005	0.005
Cadmium	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Chromium	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Copper	0.05	0.05	0.05	0.05	0.05	0.06	0.08
Lead	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Mercury	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Nickel	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Silver	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Zinc	0.05	0.06	0.05	0.18	0.09	0.1	0.11
Total Metals							
Arsenic	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Barium	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Grease							
Acetone							
Benzene	0.002	0.002	0.002	0.004	0.002	0.002	0.002
Ethyl Benzene	0.002	0.002	0.002	0.004	0.002	0.002	0.01
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Phenol							
Toluene	0.002	0.002	0.002	0.004	0.002	0.002	0.002
Xylene	0.002	0.002	0.002	0.004	0.002	0.009	0.065
Chemical Oxygen Demand							
Site	ACADEMY K. SPRINGS	ACADEMY	BRANCH	ACADEMY K. SPRINGS	BRANCH		

All results, except for pH, are reported in mg/l.
A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	05/12/92	05/12/92	05/12/92	Average
Lab Number	X-7640	X-7643	X-7642	
Volume	1073	2858	2378	
pH				
Total Suspended Solids	108	318	192	208
Biochemical Oxygen Demand	144	328	182	235
Cyanide	0.005	0.005	0.005	0.006
Cadmium	0.01	0.01	0.01	0.01
Chromium	0.05	0.05	0.05	0.05
Copper	0.07	0.07	0.05	0.06
Lead	0.01	0.01	0.01	0.01
Mercury	0.002	0.002	0.002	0.002
Nickel	0.05	0.05	0.05	0.05
Silver	0.02	0.01	0.01	0.01
Zinc	0.14	0.1	0.07	0.10
Total Metals				
Arsenic	0.01	0.01	0.01	0.010
Barium	0.05	0.05	0.05	0.05
Grease				
Acetone				
Benzene	0.002	0.002	0.002	0.003
Ethyl Benzene	0.002	0.009	0.009	0.004
Isopropyl Alcohol				
Methyl Alcohol				
Methyl Ethyl Ketone				
Methylene Chloride	0.05	0.05	0.05	0.049
Phenol				
Toluene	0.002	0.002	0.002	0.003
Xylene	0.013	0.057	0.061	0.011
Chemical Oxygen Demand				
Site	ACADEMY K. SPRINGS BRANCH			

All results, except for pH, are reported in mg/l.
A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division

1350 Manufacturing St. Suite 207, Dallas, Texas 75207

(214) 670-4424 or (214) 670-3803

DALLAS WATER UTILITIES - Report of Analysis

PRIORITY POLLUTANT REPORT

CITY OF ADDISON - POINT OF ENTRY

Lab Number	05/07/92	05/07/92	05/07/92
SITE	X-7548	X-7549	X-7550
	ACADEMY	BRANCH K.	SPRINGS
DIETHYL PHTHALATE	0.008	0.005	
BIS (2 EHTYLHEXYL) PHTHALATE	0.006	0.006	0.008
1,1 DICHLOROETHYLENE			
CHLOROFORM	0.005		

All results are reported in milligrams per liter (mg/L).



dallas water utilities

City Hall • Dallas, Texas 75277 • (214)670-3146

February 18, 1992

Mr. Don Preece
Director of Utilities
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Don:

We have considered your recommendation for providing a credit on wholesale wastewater accounts for TSS and BOD loadings below 250 mg/L. Please be assured that Dallas Water Utilities strives to administer rates on a fair and equitable basis to all customers.

Under the current cost-of-service methodology established by agreement with the wholesale customers, a credit for TSS and BOD loadings below 250 mg/L cannot be provided. TSS and BOD are two of the five components used to allocate costs and set rates in the cost study. The study uses an average sewage strength of 250 mg/L of BOD and TSS for all customer classes. The base wastewater rate is determined using these values. A surcharge rate is determined for TSS and BOD loadings above 250 mg/L based on the additional costs involved in the treatment process. Customers exceeding the 250 mg/L base amount must pay for their share of the excess treatment cost through the surcharge rates. The surcharge is an additional cost for service, it is not a penalty.

Dallas Water Utilities' rates are based on projected revenue requirements for the study year. To change DWU's revenue method by providing credits for TSS and BOD loadings below 250 mg/L would create a revenue under-recovery. A revision in the TSS and BOD allocation portion of the rate methodology would not change the total revenue requirement but could have the possibility of reallocating some costs by customer class. The probable result would be that the actual cost per wholesale customer would not change significantly.

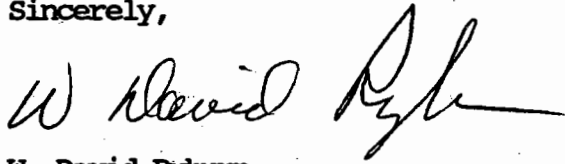
Several methods are used by other entities for the allocation of TSS and BOD loadings in their cost-of-service studies. The goal of all methods is to fairly allocate costs to customers so that they pay for their share of the usage of the system and plant. Dallas Water utilities is in the process of hiring a consultant to review its wholesale water and wastewater rate methodologies and it is anticipated that the allocation of TSS and BOD loadings will be included in this review. In the meantime, we will continue to use the current cost-of-service methods until the consultant's study is completed and any recommended changes in the rate methodology are resolved.

286-7809

February 18, 1992
Mr. Don Preece
Page 2

I appreciate your interest and concern regarding the TSS and BOD loading cost allocations. Please call me if I can be of assistance.

Sincerely,



W. David Ryburn
Manager
Wholesale Services Division

trc

c; Matalyn Harp, Assistant Director
Jody Puckett, Deputy Director Planning
Vicki Reed, Manager Planning



TOWN OF
ADDISON UTILITIES DEPARTMENT
(214) 450-2879 FAX (214) 931-6643

Post Office Box 144, Addison, Texas 75001

16801 Westgrove

October 31, 1991

Mr. W. David Ryburn
Dallas Water Utilities
City Hall
Dallas, Texas 75277

Dear David:

I just received our latest wastewater sampling survey for Oct. 1 through Oct. 9. The average TSS concentration was 207 mg/L and the average BOD concentration was 160 mg/L. Because the TSS and BOD concentrations did not exceed 250 mg/L no surcharge was assessed. In September our TSS was 259 mg/L and we were assessed a surcharge of \$204.61. In July our TSS was 323 and our BOD was 249 and we were assessed a surcharge of \$1,466.14.

It appears that we are assessed a penalty whenever we go beyond the 250 mg/L limit, but we are not issued a credit whenever we are below the 250 mg/L limit. If the three months had been averaged our surcharge would have been substantially less than the \$1,670.75 we were charged.

I am aware that the the "Local Limits for Wastewater" are about to change and I would like to see changes in the Wastewater Agreement that would allow a credit for all unused TSS and BOD below 250 mg/L.

I do not object to paying a penalty for wastewater BOD and TSS over 250 mg/l but I do expect a credit when our wastewater is below 250 mg/l.

Your assistance in this important issue is appreciated. I am looking forward to receiving your comments on my request. Please call me if you have any questions or would like to discuss this further.

Sincerely

Donald F. Preece
Director of Utilities Addison

c: Phil Boyd
Ron Whitehead



dallas water utilities

City Hall • Dallas, Texas 75201 • 214/670-3146

December 11, 1992

**Mr. Don Preece
Director of Utilities
Town of Addison
P.O. Box 144
Addison, Texas 75001**

**Re: Account Number 221-1202003, Meter Number 800023
Account Number 221-1202250, Meter Number 800026
Account Number 221-1202359, Meter Number 800022**

Dear Don:

A \$3,131.38 surcharge for excess BOD & TSS strength for November 1992 has been included on the attached bill. The calculation and sampling reports are enclosed. The enclosed sampling report is for November 3 through November 10, 1992, at the City of Addison's points of entry.

The presence of these pollutants may indicate the existence of an unidentified significant industrial user. We ask that you investigate this matter and take appropriate action to identify the source of the parameters listed on the attached reports. As usual, wholesale customers are responsible for ensuring that industries within their jurisdiction comply with applicable limits.

If you should have any questions, please call me at 670-5886.

Sincerely,

**W. David Ryburn
Manager
Wholesale Services**

cc: Alan Aulenbach, Manager Industrial Waste Control

CITY OF ADDISON
ACCOUNT NO.'S 221-1202003,
221-1202250 AND 221-1202359
CALCULATION OF BILLING FOR EXCESS STRENGTH
WASTEWATER DISCHARGE FOR NOVEMBER 1992

$C_B = \$1.18073$ (cost factor for BOD treatment)
 $C_S = \$1.08777$ (cost factor for TSS treatment)
BOD = 313 mg/l > 250 mg/l allowable discharge strength
TSS = 313 mg/l > 250 mg/l allowable discharge strength
(Point of Entry test results are attached)

$S_W = C_B(BOD - 250) + C_S(TSS - 250)$
= $\$1.18073(313 - 250) + \$1.08777(313 - 250)$
= $\$1.18073(63) + \$1.08777(63)$
= $\$74.39 + \68.53
= $\$142.92$

$S_W = \text{Cost per Million Gallons} = \142.92

Cost per Thousand Gallons = Cost per Million Gallons / 1000
= $\$142.92 / 1000$
= $\$0.14292$

Wastewater Volume in November 1992 Billing Period = 10,045 (x1000) gals
4,237 (x1000) gals
7,628 (x1000) gals
21,910 (x1000) gals

Surcharge for November 1992 = Volume*(Cost*)
= $21,910(\$0.14292)$
= $\$3,131.38$
=====

*in thousands of gallons



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	11/07/92	11/08/92	11/08/92	11/08/92	11/09/92	11/09/92	11/09/92
Lab Number	Y-0463	Y-0471	Y-0470	Y-0469	Y-0481	Y-0480	Y-0482
Volume	223.4	268.9	240.3	119.5	259.4	142.6	355.1
pH							
Total Suspended Solids	145	138	204	248	115	797	218
Biochemical Oxygen Demand	179	172	395	307	275	324	191
Cyanide	0.005	0.005	0.005	0.005	0.005	0.005	0.005
Cadmium	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Chromium	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Copper	0.05	0.05	5	0.05	0.05	0.05	0.05
Lead	0.02	0.01	0.01	0.01	0.02	0.01	0.05
Mercury	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Nickel	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Silver	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Zinc	0.05	0.08	0.05	0.08	0.06	0.09	0.08
Total Metals							
Arsenic	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Barium	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Grease							
Acetone							
Benzene	0.002	0.002	0.002	0.002	0.005	0.005	0.002
Ethyl Benzene	0.002	0.002	0.002	0.002	0.005	0.005	0.002
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Phenol							
Toluene	0.026	0.006	0.002	0.002	0.007	0.005	0.002
Xylene	0.005	0.003	0.002	0.002	0.005	0.005	0.002
FLASH CUP							
Site	K.S.	K.S.	BRANCH	ACADEMY	BRANCH	ACADEMY	K.S.



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DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	11/10/92	11/10/92	11/10/92	Average
Lab Number	Y-0504	Y-0503	Y-0505	
Volume	558.7	501.1	352.2	
pH				
Total Suspended Solids	220	350	259	313
Biochemical Oxygen Demand	1100	189	298	313
Cyanide	0.005	0.005	0.005	0.005
Cadmium	0.01	0.01	0.01	0.01
Chromium	0.05	0.05	0.05	0.05
Copper	0.1	0.05	0.07	0.30
Lead	0.02	0.01	0.01	0.02
Mercury	0.002	0.002	0.002	0.002
Nickel	0.05	0.05	0.05	0.05
Silver	0.01	0.01	0.01	0.01
Zinc	0.27	0.14	0.1	0.13
Total Metals				
Arsenic	0.01	0.01	0.01	0.010
Barium	0.05	0.05	0.05	0.06
Grease				
Acetone				
Benzene	0.002	0.002	0.002	0.002
Ethyl Benzene	0.002	0.002	0.002	0.002
Isopropyl Alcohol				
Methyl Alcohol				
Methyl Ethyl Ketone				
Methylene Chloride	0.05	0.05	0.05	0.063
Phenol				
Toluene	0.002	0.002	0.004	0.004
Xylene	0.002	0.002	0.002	0.002
FLASH CUP				
Site	BRANCH	ACADEMY	K.S.	



dallas water utilities

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DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	11/05/92	11/05/92	11/06/92	11/06/92	11/06/92	11/07/92	11/07/92
Lab Number	Y-0411	Y-0410	Y-0439	Y-0440	Y-0441	Y-0462	Y-0461
Volume	252.5	118	126.7	270.5	324.1	212.4	97
pH							
Total Suspended Solids	312	119	133	222	106	197	230
Biochemical Oxygen Demand	354	128	207	420	216	321	130
Cyanide	0.005	0.005	0.005	0.005	0.005	0.005	0.005
Cadmium	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Chromium	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Copper	0.06	0.05	0.05	0.06	0.17	0.05	0.05
Lead	0.01	0.01	0.05	0.01	0.04	0.01	0.01
Mercury	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Nickel	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Silver	0.01	0.01	0.01	0.01	0.04	0.01	0.01
Zinc	0.12	0.05	0.08	0.09	1.02	0.07	0.05
Total Metals							
Arsenic	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Barium	0.05	0.1	0.05	0.05	0.13	0.05	0.05
Grease							
Acetone							
Benzene	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Ethyl Benzene	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride	0.2	0.12	0.05	0.05	0.05	0.05	0.05
Phenol							
Toluene	0.002	0.002	0.002	0.002	0.002	0.002	0.002
Xylene	0.002	0.002	0.002	0.002	0.002	0.002	0.002
FLASH CUP							
Site	BRANCH	ACADEMY	ACADEMY	BRANCH	K.S.	BRANCH	ACADEMY



dallas water utilities

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DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON

Date	11/03/92	11/03/92	11/03/92	11/04/92	11/04/92	11/04/92	11/05/92
Lab Number	Y-0351	Y-0350	Y-0352	Y-0380	Y-0382	Y-0381	Y-0412
Volume	325.4	358.9	173.5	114.4	272.8	232.9	277.8
pH							
Total Suspended Solids	280	260	260	75	46	236	158
Biochemical Oxygen Demand	292	108	212	80	100	332	124
Cyanide	0.005	0.005	0.005	0.005	0.005	0.005	0.005
Cadmium				0.01	0.01	0.01	0.01
Chromium				0.05	0.05	0.05	0.05
Copper				0.05	0.05	0.05	0.05
Lead				0.01	0.01	0.01	0.02
Mercury				0.002	0.002	0.002	0.002
Nickel				0.05	0.05	0.05	0.05
Silver				0.01	0.01	0.02	0.01
Zinc				0.05	0.06	0.07	0.06
Total Metals							
Arsenic				0.01	0.01	0.01	0.01
Barium				0.05	0.05	0.05	0.05
Grease							
Acetone							
Benzene				0.002	0.002	0.002	0.002
Ethyl Benzene				0.002	0.002	0.002	0.002
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride				0.05	0.05	0.05	0.098
Phenol							
Toluene				0.002	0.002	0.002	0.002
Xylene				0.002	0.002	0.002	0.002
FLASH CUP							
Site	BRANCH	ACADEMY	K.S.	ACADEMY	K.S.	BRANCH	K.S.

Five
Dallas
utilities

**RATE STRUCTURE COMPARISONS
DALLAS AND CUSTOMER CITIES
(RESIDENTIAL)**

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>ADDISON</u>	<u>CARROLLTON</u>	<u>CEDAR HILL</u>	<u>COCKRELL HILL</u>	<u>THE COLONY</u>
WATER					
Rates Effective	12-89	10-91	9-90	10-91	1-91
Minimum Charge	\$8.10	\$8.13	\$6.50	\$10.00	\$10.00
Volume Included	2,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block rate per 1000 gal	2,001+ gal \$1.62	2,001-50,000 gal \$3.19	1,001-50,000 gal \$2.61	1,001+ gal \$1.974	2,001-15,000 gal \$2.40
2nd block rate per 1000 gal		50,001-100,000 gal \$1.56	50,001+ gal \$2.55		15,001+ gal \$2.90
3rd block rate per 1000 gal		100,001+ gal \$1.41			
SEWER					
Rates Effective	12-89	10-91	9-90	10-91	1-91
Minimum Charge	\$6.50	\$7.76	\$6.50	\$8.00	\$10.00
Volume Included	2,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block rate per 1000 gal	2,001+ gal \$2.36	2,001+ gal \$1.63	1,001+ gal \$3.52	1,001+ gal \$1.475	2,001+ gal \$2.00
Maximum Billed	10,000 gal	15,000 gal	10,000 gal	none	none
Basis for Sewer Charges	100% wtr cons	winter average (Dec-Mar)	winter average (3 lowest months, Dec-Mar, used)	100% wtr cons	avg of 3 lowest winter months

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>COPPELL</u>	<u>DALLAS</u>	<u>DCWCID #6</u>	<u>DENTON</u>	<u>DESOTO</u>
WATER					
Rates Effective	4-92	10-92	10-90	10-91	8-92
Minimum Charge	\$8.00	\$1.54	\$8.55	\$8.25	\$7.93
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	0-4,000 gal	2,001-30,000 gal	0-15,000 gal	1,001+ gal
rate per 1000 gal	\$2.60	\$1.00	\$3.00	\$2.22	\$2.04
2nd block		4,001-10,000 gal	30,001+ gal	15,001-30,000 gal	
rate per 1000 gal		\$1.63	\$3.50	\$3.35	
3rd block		10,001+ gal		30,001+ gal	
rate per 1000 gal		\$2.15		\$4.20	
				(Winter Rate: Nov-Apr, \$2.22 for all volume)	
SEWER					
Rates Effective	4-92	10-92	10-90	10-91	8-92
Minimum Charge	\$8.00	\$1.90	\$9.50	\$4.45	\$5.97
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	0-40,000 gal	2,001+ gal	all	1,001+ gal
rate per 1000 gal	\$1.80	\$2.58	\$2.00	\$1.65	\$2.23
Maximum Billed	14,000 gal	40,000 gal	none	30,000 gal	none
Basis for Sewer Charges	100% wtr cons	lesser of WMA or actual cons	100% wtr cons	98% wtr cons (winter avg used Mar-Nov, actual cons used Dec-Feb)	winter avg

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>DUNCANVILLE</u>	<u>FARMERS BRANCH</u>	<u>FLOWER MOUND</u>	<u>GLENN HEIGHTS</u>	<u>GRAND PRAIRIE</u>
WATER					
Rates Effective	9-91	11-91	10-85	11-90	10-91
Minimum Charge	\$6.75	\$6.68	\$14.62	\$13.00	\$4.76
Volume Included	2,000 gal	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	2,001+ gal	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$2.45	\$1.97	\$2.10	\$2.25	\$2.17
2nd block		10,001-20,000 gal			
rate per 1000 gal		\$1.82			
3rd block		20,001+ gal			
rate per 1000 gal		\$1.65			
			(Summer Rate: Jun-Sept, \$2.88 over 15,001+ gal)		
SEWER					
Rates Effective	9-91	11-91	10-85	11-90	10-91
Minimum Charge	\$3.80	\$6.53	\$9.92	\$27.50	\$3.11
Volume Included	none	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	all	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$3.50	\$0.89	\$2.48	\$2.50	\$2.16
		If 10,001+ gal, flat rate of \$13.65			
Maximum Billed	none	10,000 gal	none	none	15,000 gal
Basis for Sewer Charges	90% wtr cons (3 lowest months, Nov-Feb, used)	100% wtr cons	winter avg	winter avg	winter avg (Nov-Feb used)

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>HIGHLAND PARK</u>	<u>HUTCHINS</u>	<u>IRVING</u>	<u>LANCASTER</u>	<u>LEWISVILLE</u>
WATER					
Rates Effective	10-91	9-91	10-91	8-91	10-91
Minimum Charge	\$5.00	\$8.50	\$5.00	\$11.11	\$11.55
Volume Included	none	2,000 gal	3,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	3,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$1.49	\$3.40	\$1.92	\$1.57	\$2.35
	(Summer Rate: 0-12,000 gal \$1.49 12,001+ gal \$1.89)		(Summer Rate: June-Sept, \$2.07 over 20,001+ gal)		
SEWER					
Rates Effective	10-91	9-91	10-91	8-91	10-91
Minimum Charge	\$5.00	\$5.00	\$2.47	\$7.02	\$5.56
Volume Included	none	2,000 gal	2,000 gal	none	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	2,001+ gal	all	2,001+ gal
rate per 1000 gal	\$1.29	\$2.25	\$1.54	\$3.74	\$2.22
Maximum Billed	none	none	none	none	none
Basis for Sewer Charges	100% wtr cons	100% wtr cons	winter avg (Jan-Mar used)	95% winter avg (Jan-Mar used)	winter avg (Dec, Feb, Mar used)

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Typical Resident - 5/8" meter)

	<u>MESQUITE</u>	<u>RICHARDSON</u>	<u>SEAGOVILLE</u>	<u>UNIVERSITY PARK</u>	<u>WILMER</u>
WATER					
Rates Effective	9-91	10-91	9-88	3-91	8-92
Minimum Charge	\$4.65	\$6.00	\$7.58	\$6.55	\$10.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001-11,500 gal	2,001+ gal
rate per 1000 gal	\$1.63	\$1.4527	\$2.03	\$2.05	\$3.00
2nd block		11,001-20,000 gal		11,501+ gal	
rate per 1000 gal		\$1.5570		\$2.60	
3rd block		20,001-40,000 gal		(Winter Rate: Dec-May, \$2.05 for all volume)	
rate per 1000 gal		\$1.6380			
4th block		40,001-60,000 gal			
rate per 1000 gal		\$1.9570			
5th block		60,001+ gal			
rate per 1000 gal		\$2.07			
SEWER					
Rates Effective	9-91	10-91	9-88	3-91	8-92
Minimum Charge	\$6.80	\$5.95	\$8.92	\$13.00	\$12.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001+ gal	2,001+ gal
rate per 1000 gal	\$1.31	\$1.1348	\$3.05	\$1.94	\$3.00
2nd block		11,001+ gal			
rate per 1000 gal		\$2.25			
Maximum Billed	8,000 gal	16,000 gal (summer)	none	none	none
Basis for Sewer Charges	100% wtr cons	85% wtr cons	winter avg (Dec-Feb used)	winter avg (Nov, Dec, Jan)	100% wtr cons

RATE STRUCTURE COMPARISONS
DALLAS AND CUSTOMER CITIES
(COMMERCIAL)

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>ADDISON</u>	<u>CARROLLTON</u>	<u>CEDAR HILL</u>	<u>COCKRELL HILL</u>	<u>THE COLONY</u>
WATER					
Rates Effective	12-89	10-91	9-90	10-91	1-91
Minimum Charge	\$118.55	\$15.29	\$6.50	\$11.00	\$10.00
Volume Included	37,000 gal	2,000 gal	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	37,001+ gal	2,001-50,000 gal	1,001-50,000 gal	1,001+ gal	2,001-15,000 gal
rate per 1000 gal	\$1.62	\$3.19	\$2.61	\$1.974	\$2.40
2nd block		50,001-100,000 gal	50,001+ gal		15,001+ gal
rate per 1000 gal		\$1.56	\$2.55		\$2.90
3rd block		100,001+ gal			
rate per 1000 gal		\$1.41			
SEWER					
Rates Effective	12-89	10-91	9-90	10-91	1-91
Minimum Charge	\$88.90	\$11.77	\$6.50	\$8.00	\$10.00
Volume Included	37,000 gal	none	1,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	37,001+ gal	all	1,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$2.36	\$1.63	\$3.52	\$1.475	\$2.90
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>COPPELL</u>	<u>DALLAS</u>	<u>DCWCID #6</u>	<u>DENTON</u>	<u>DESOTO</u>
WATER					
Rates Effective	4-92	10-92	10-90	10-91	8-92
Minimum Charge	\$21.50	\$9.99	\$11.55	\$24.30	\$41.21
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	All	2,001-30,000 gal	all	1,001+ gal
rate per 1000 gal	\$2.60	\$1.43	\$3.32	\$2.50	\$2.04
2nd block			30,001+ gal		
rate per 1000 gal			\$3.50		
SEWER					
Rates Effective	4-92	10-92	10-90	10-91	8-92
Minimum Charge	\$8.00	\$1.90	\$13.50	\$10.75	\$5.97
Volume Included	1,000 gal	none	2,000 gal	none	1,000 gal
Volume Charges					
1st block	1,001+ gal	All	2,001+ gal	all	1,001+ gal
rate per 1000 gal	\$1.80	\$1.43	\$2.00	\$2.15	\$2.23
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>DUNCANVILLE</u>	<u>FARMERS BRANCH</u>	<u>FLOWER MOUND</u>	<u>GLENN HEIGHTS</u>	<u>GRAND PRAIRIE</u>
WATER					
Rates Effective	9-91	11-91	10-85	11-90	10-91
Minimum Charge	\$6.75	\$8.25	\$61.24	\$13.00	\$13.80
Volume Included	2,000 gal	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	2,001+ gal	2,001-10,000 gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$2.45	\$1.97	\$2.10	\$2.25	\$1.58
2nd block		10,001-20,000 gal			
rate per 1000 gal		\$1.82			
3rd block		20,001+ gal			
rate per 1000 gal		\$1.65			
SEWER					
Rates Effective	9-91	11-91	10-85	11-90	10-91
Minimum Charge	\$3.80	\$6.53	\$9.92	\$27.50	\$3.11
Volume Included	none	2,000 gal	2,000 gal	1,000 gal	none
Volume Charges					
1st block	all	2,001+ gal	2,001+ gal	1,001+ gal	all
rate per 1000 gal	\$3.50	\$0.89	\$2.48	\$2.50	\$1.98
Basis for Sewer Charges	85% wtr cons	100% wtr cons	100% wtr cons	100% wtr cons	80% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>HIGHLAND PARK</u>	<u>HUTCHINS</u>	<u>IRVING</u>	<u>LANCASTER</u>	<u>LEWISVILLE</u>
WATER					
Rates Effective	10-91	9-91	10-91	8-91	10-91
Minimum Charge	\$5.00	\$8.50	\$5.00	\$77.89	\$51.88
Volume Included	none	2,000 gal	3,000 gal	1,000 gal	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	3,001+ gal	1,001+ gal	2,001+ gal
rate per 1000 gal	\$1.49	\$3.40	\$1.92	\$1.57	\$2.35
	(Summer Rate: Jun-Nov, 0-12,000 gal \$1.49 12,001+ gal \$1.89)		(Summer Rate: June-Sept, \$2.07 over 20,001+ gal)		
SEWER					
Rates Effective	10-91	9-91	10-91	8-91	10-91
Minimum Charge	\$5.00	\$5.00	\$13.25	\$7.02	\$5.56
Volume Included	none	2,000 gal	10,000 gal	none	2,000 gal
Volume Charges					
1st block	all	2,001+ gal	10,001+ gal	all	2,001+ gal
rate per 1000 gal	\$1.29	\$2.25	\$1.61	\$3.74	\$2.22
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	85% winter avg	100% wtr cons

RATE STRUCTURE COMPARISONS - DALLAS AND CUSTOMER CITIES
(Commercial - 2" meter)

	<u>MESQUITE</u>	<u>RICHARDSON</u>	<u>SEAGOVILLE</u>	<u>UNIVERSITY PARK</u>	<u>WILMER</u>
WATER					
Rates Effective	9-91	10-91	9-88	3-91	8-92
Minimum Charge	\$4.65	\$6.00	\$32.22	\$11.60	\$12.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001-11,500 gal	2,001+ gal
rate per 1000 gal	\$1.63	\$1.4527	\$2.03	\$2.05	\$3.25
2nd block		11,001-20,000 gal		11,501+ gal	
rate per 1000 gal		\$1.5570		\$2.60	
3rd block		20,001-40,000 gal		(Winter Rate: Dec-May, \$2.05 for all volume)	
rate per 1000 gal		\$1.6380			
4th block		40,001-60,000 gal			
rate per 1000 gal		\$1.9570			
5th block		60,001+ gal			
rate per 1000 gal		\$2.07			
SEWER					
Rates Effective	9-91	10-91	9-88	3-91	8-92
Minimum Charge	\$6.80	\$5.95	\$8.92	\$13.00	\$15.00
Volume Included	1,000 gal	none	2,000 gal	2,000 gal	2,000 gal
Volume Charges					
1st block	1,001+ gal	0-11,000 gal	2,001+ gal	2,001+ gal	2,001+ gal
rate per 1000 gal	\$1.31	\$1.1348	\$3.05	\$1.94	\$3.25
2nd block		11,001+ gal			
rate per 1000 gal		\$2.25			
Basis for Sewer Charges	100% wtr cons	100% wtr cons	100% wtr cons	winter avg (Nov-Jan used)	100% wtr cons

**RATE STRUCTURE COMPARISONS
DALLAS AND PEER CITIES
(RESIDENTIAL AND COMMERCIAL)**

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES

Residential - 5/8" Meter

	<u>Austin</u>	<u>Baltimore</u>	<u>Dallas</u>	<u>Detroit</u>
<u>Water</u>-rates effective	11-1-90	4-16-92	10-1-92	8-1-92
Billing Frequency	Monthly	Quarterly	Monthly	Quarterly
Customer Charge	\$5.46	none	\$1.54	\$1.29/month
Volume Included	2,000 gallons		none	none
Volume Charges				
1st block rate	over 2,000 gallons \$2.26/1,000 gallons	first 50 units(a) \$0.798/unit	0-4,000 gallons \$1.00/1,000 gallons	first 9 Mcf(b) \$6.20/Mcf
2nd block rate		next 450 units \$0.491/unit	4,001-10,000 gallons \$1.63/1,000 gallons	next 90 Mcf \$5.62/Mcf
3rd block rate		over 500 units \$0.337/unit	over 10,000 gallons \$2.15/1,000 gallons	over 99 Mcf \$5.06/Mcf
<u>Sewer</u>-rates effective	11-1-90	4-16-92	10-1-92	8-1-92
Billing Frequency	Monthly	Quarterly	Monthly	Quarterly
Customer Charge	\$5.61	none	\$1.90	\$6.51/quarterly
Volume Included	2,000 gallons		none	none
Volume Charges				
1st block rate	over 2,000 gallons \$3.58/1,000 gallons	all \$1.171/unit	0-40,000 gallons \$2.58/1,000 gallons	all \$7.52/1000 cu. ft.
Maximum Billed	none	none	40,000 gallons	none
Basis for sewer charges	WMA used (Dec., Jan., Feb.)	100% tr. water consumption	Lesser of WMA or actual consumption	100% tr. water consumption

Note: (a) 1 unit = 100 cu. ft. (b) Mcf = 1,000 cu. ft.

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES
Residential - 5/8" Meter

8/92

	<u>El Paso</u>	<u>Fort Worth</u>	<u>Houston</u>	<u>Philadelphia</u>
Water-rates effective	4-1-91	10-1-89	2-5-92	7-1-83
Billing Frequency	Monthly	Monthly	Monthly	Quarterly
Customer Charge	\$3.33	\$3.05	\$2.95 (3000 gals. or less) \$12.82 (4000 gals. or more)	\$6.25/quarter
Volume Included	400 cu. ft.	none	4,000 gallons	none
Volume Charges				
1st block	over 400 cu. ft. to 175% of AWC(c)	0-4,000 cu. ft.	4-12,000 gallons	first 6,000 cu. ft.
rate	\$0.76/100 cu. ft.	\$1.28/100 cu. ft.	\$2.31/1,000 gallons	\$9.45/1,000 cu. ft.
2nd block	176%-400% of AWC	over 4,000 cu. ft.	over 12,000 gallons	next 294,000 cu. ft.
rate	\$1.41/100 cu. ft.	\$1.44/100 cu. ft.	\$4.19/1,000 gallons	\$7.30/1,000 cu. ft.
3rd block	over 400% of AWC			next 5,700,000 cu. ft.
rate	\$1.76/100 cu. ft.			\$6.35/1,000 cu. ft.
4th block				over 6,000,000 cu. ft.
rate				\$4.90/1,000 cu. ft.
Sewer-rates effective	4-1-91	10-1-92	2-5-92	1-1-91
Billing Frequency	Monthly	Monthly	Monthly	Quarterly
Customer Charge	\$4.94	\$4.50	\$5.55 (if usage is 3,000 gals. or less) none (if usage is 4,000 gals. or more)	\$45.70/quarter
Volume Included	400 cu. ft.	none	none	none
Volume Charges				
1st block	over 400 cu. ft.	all	all (if usage over 3000 gals.)	all
rate	\$0.62/100 cu. ft.	\$1.010/100 cu. ft.	\$2.95/1,000 gallons	\$11.84/1,000 cu. ft.
Maximum Billed	none	none	none	none
Basis for sewer charges	90% of AWC minus volume incl. in min.	Lesser of WMA or actual consumption	100% tr. water consumption	100% tr. water consumption

Note: (c) AWC = Average Winter Consumption

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES

Residential - 5/8" Meter

	<u>Phoenix</u>	<u>San Antonio*</u>	<u>San Diego</u>	<u>San Jose</u>
<u>Water</u> -rates effective	6-1-92	12-17-90	7-1-92	7-1-92
Billing Frequency	Monthly	Monthly	Bimonthly	Monthly
Customer Charge	\$5.43	\$4.98	\$3.12/month	\$6.30
Volume Included	4,488 gallons incl. Oct-May 7,480 gallons inc. Jun-Sep	none	none	none
Volume Charges				
1st block rate	Low consumption months (Dec,Jan,Feb,Mar) \$0.79/unit (d)	first 500 cu. ft. \$0.444/100 cu. ft.	first 10 units(a) \$1.169/unit	all \$1.42/100 cu. ft.
2nd block rate	Medium consumption months(Apr,May,Oct,Nov) \$0.95/unit	next 500 cu. ft. \$0.545/100 cu. ft.	over 10 units \$1.306/unit	
3rd block rate	High consumption months (Jun,Jul,Aug,Sep) \$1.24/unit	next 1,000 cu. ft. \$0.610/100 cu. ft.		
4th block rate		over 2,000 cu. ft. \$1.218/100 cu. ft.		
<u>Sewer</u> -rates effective	7-1-91	10-1-88	7-1-92	7-1-92
Billing Frequency	Monthly	Monthly	Bimonthly	Annually on tax roll
Customer Charge	\$1.09	\$5.10	\$20.39	\$17.00
Volume Included	none	200 cu. ft.	all	all
Volume Charges				
1st block rate	all \$0.6750/unit	over 200 cu. ft. \$1.02/100 cu. ft.		
Maximum Billed	none	none	none	none
Basis for sewer charges	90% WMA	WMA	Flat rate	Flat rate

Note: (a) 1 unit = 100 cu. ft. (d) 1 unit = 748 gallons

*has seasonal rate

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES
 Commercial - 2" Meter

	<u>Austin</u>	<u>Baltimore</u>	<u>Dallas</u>	<u>Detroit</u>
Water-rates effective	11-1-90	4-16-92	10-1-92	8-1-92
Billing Frequency	Monthly	Quarterly	Monthly	Monthly
Customer Charge	\$15.32	none	\$9.99	\$10.32
Volume Included	2,000 gallons		none	none
Volume Charges				
1st block rate	over 2,000 gallons \$2.26/1,000 gallons	first 50 units(a) \$0.798/unit	0-10,000 gallons \$0.96/1,000 gallons	first 3 Mcf(b) \$6.20/Mcf
2nd block rate		next 450 units \$0.491/unit	over 10,000 gallons \$1.13/1,000 gallons	next 30 Mcf \$5.62/Mcf
3rd block rate		over 500 units \$0.337/unit		over 33 Mcf \$5.06/Mcf
Sewer-rates effective	11-1-90	4-16-92	10-1-92	8-1-92
Billing Frequency	Monthly	Quarterly	Monthly	Monthly
Customer Charge	\$5.61	none	\$1.90	\$17.60/mo.
Volume Included	2,000 gallons		none	none
Volume Charges				
1st block rate	over 2,000 gallons \$3.58/1,000 gallons	all \$1.171/100 cu. ft.	all \$1.43/1,000 gallons	all \$7.52/1,000 cu. ft.
Basis for sewer charges	100% tr. wtr. cons.	100% tr. wtr. cons.	100% tr. wtr. cons.	100% tr. wtr. cons.

Note: (a) 1 unit = 100 cu. ft. (b) Mcf = 1,000 cu. ft.

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES
Commercial - 2" Meter

	<u>El Paso</u>	<u>Fort Worth*</u>	<u>Houston</u>	<u>Philadelphia</u>
<u>Water</u> -rates effective	4-1-91	10-1-89	2-5-92	7-1-83
Billing Frequency	Monthly	Monthly	Monthly	Quarterly
Customer Charge	\$10.69	\$14.15	\$43.69	\$23.35/quarter
Volume Included	400 cu. ft.	none	16,000 gallons	none
Volume Charges				
1st block	over 400 cu. ft. to 175% of AWC(c)	0-4,000 cu. ft.	over 16,000 gallons	first 6,000 cu. ft.
rate	\$0.76/1,000 gallons	\$1.67/100 cu. ft.	\$2.16/1,000 gallons	\$9.45/1,000 cu. ft.
2nd block	176%-400% of AWC	next 246,000 cu. ft.		next 294,000 cu. ft.
rate	\$1.41/100 cu. ft.	\$1.14/100 cu. ft.		\$7.30/1,000 cu. ft.
3rd block	over 400% of AWC	over 250,000 cu. ft.		next 5,700,000 cu. ft.
rate	\$1.76/100 cu. ft.	\$0.89/100 cu. ft.		\$6.35/1,000 cu. ft.
4th block				over 6,000,000 cu. ft.
rate				\$4.90/1,000 cu. ft.
<u>Sewer</u> -rates effective	4-1-91	10-1-92	2-5-92	1-1-91
Billing Frequency	Monthly	Monthly	Monthly	Quarterly
Customer Charge	\$30.33	\$4.50	\$7.92	\$301.00/quarter
Volume Included	400 cu. ft.	none	2,000 gallons	none
Volume Charges				
1st block	over 400 cu. ft.	all	over 2,000 gallons	all
rate	\$0.62/100 cu. ft.	\$1.010/100 cu. ft.	\$3.96/1,000 gallons	\$11.84/1,000 cu. ft.
Basis for sewer charges	90% of AWC minus vol. incl. in minimum	100% tr. wtr. cons.	100% tr. wtr. cons.	100% tr. wtr. cons.

Note: (c) AWC = Average Winter Consumption

-5-

*has seasonal rates

RATE STRUCTURE COMPARISONS - DALLAS AND PEER CITIES
Commercial - 2" Meter

	<u>Phoenix</u>	<u>San Antonio*</u>	<u>San Diego</u>	<u>San Jose</u>
<u>Water</u> -rates effective	6-1-92	12-17-90	7-1-92	7-1-92
Billing Frequency	Monthly	Monthly	Bimonthly	Monthly
Customer Charge	\$8.91	\$13.82	\$23.84/month	\$42.10
Volume Included	4,488 gallons incl. Oct-May 7,480 gallons incl. June-Sept	none	none	none
Volume Charges				
1st block rate	Low consumption months (Dec,Jan,Feb,Mar) \$0.79/unit(d)	first 100,000 cu. ft. \$0.511/100 cu. ft.	all \$1.225/100 cu. ft.	all \$1.42/100 cu. ft.
2nd block rate	Medium consumption months (Apr,May,Oct,Nov) \$0.95/unit	over 100,00 cu. ft. \$0.522/100 cu. ft.		
3rd block rate	High consumption months (Jun,Jul,Aug,Sep) \$1.24/unit			
<u>Sewer</u> -rates effective	7-1-91	10-1-88	7-1-92	7-1-92
Billing Frequency	Monthly	Monthly	Bimonthly	Annually on tax roll
Customer Charge	\$1.09	\$5.75	none	none
Volume Included	none	200 cu. ft.		
Volume Charges				
1st block rate	all \$0.6510/unit	over 200 cu. ft. \$0.995/100 cu. ft.	all \$1.437/100 cu. ft.	all \$1.58/100 cu. ft.
Basis for sewer charges	95% WMA	100% tr. wtr. cons.	100% tr. wtr. cons.	Jan, Feb and Mar consumption X 4

Note: (d) 1 unit = 748 gallons

*has seasonal rates



dallas water utilities

City Hall • Dallas, Texas 75277 • 214/670-3146

December 4, 1991

Donald F. Preece
 Director of Utilities
 Town of Addison
 P.O. Box 144
 Addison, Texas 75001

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To	DON PREECE	
From	PHIL BOYD	
Co.	Co.	
Dept.	Phone # 670-5887	
Fax # 931-6643	Fax # 670-3154	

Dear Don:

As an option for sewer service during the construction of the sewer tunnel to the Trinity River Authority, Dallas Water Utilities is willing to provide the Town of Addison with the additional wastewater service on a temporary basis. It appears that this temporary service is within the scope of our current wholesale wastewater contract; however, we are continuing to review the contract provisions to determine if a contract amendment will be required and we will advise you when our review is complete.

Based upon your request, this temporary wastewater service will have to meet the following requirements:

1. Average daily flow should be 250 gpm and the maximum daily flow should not exceed 0.5 MGD.
2. Temporary service period should not exceed five years.
3. Point of entry should be through the existing metering station at Dallas North Tollway south of Bent Tree Forest Drive (Addison Branch / Arapaho Metering Station).

As always, we are pleased to assist the Town of Addison. Please let me know when your evaluation of alternatives for the wastewater service is completed and you have determined which alternative meets your needs. Please call me if you have any questions or need additional information.

Sincerely,

W. David Ryburn
 Manager
 Wholesale Services Division

c: Roger Proza
 Matalyn Harp
 Daniel Saldana



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October 14, 1991

Don Preece
Director of Utilities
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Don:

Enclosed, for your review and information, are copies of Dallas Water Utilities "Local Limits Development Project" report and the supplemental report, "Final Supplement to Local Limits Development Project". For your reference, a copy of Dallas' current industrial waste ordinance is also enclosed.

Another meeting is tentatively scheduled for sometime in December 1991, to receive comments regarding the proposed changes from industrial waste and wholesale wastewater customers. Your comments, if any, can be provided to me any time before the meeting or at the meeting, whichever is most convenient to you.

The proposed revisions in the local limits will have to be approved by the EPA and Dallas City Council before they will be in effect. The new local limits are expected to be in effect around March 1992. At that time, Dallas' wholesale wastewater customers will need to revise their industrial waste control ordinances to meet the new requirements. I will keep you informed of the progress toward the development of the new industrial waste ordinance, and I will provide you with a copy as soon as it is available.

Your assistance and participation in this important activity is appreciated. I am looking forward to receiving your comments on the revised limits. Please call me if you have any questions or would like to discuss this further.

Sincerely,

W. David Ryburn
Manager
Wholesale Services Division

c: Alan Aulenbach

Memorandum



CITY OF DALLAS

DATE October 24, 1991

TO David Ryburn, Manager
Wholesale Services

SUBJECT City of Addison Wastewater Sampling Survey

Enclosed are the results of samples collected at the City of Addison Points of Entry for October 1 through October 9, 1991. Parameters indicated under Chapter 49 of the Dallas City Code were sampled and the results appear on the attached Report of Analysis.

For the survey period October 1 through October 9, the average TSS concentration was 207 mg/L and the average BOD concentration was 160 mg/L. Because the average TSS and BOD concentrations do not exceed 250 mg/L, a surcharge rate will not be assessed. These averages have been calculated by multiplying the volume of wastewater discharged (indicated on the attached report) by the concentration for the same time period. The products are totaled and divided by the total volume to give a flow weighted average.

The customer city is responsible for ensuring that industries within their jurisdiction comply with applicable limits. We appreciate the efforts of the City of Addison to ensure that the wastewater discharged to our treatment plant is of sufficient quality to prevent problems in the wastewater treatment and collection system.

If you have any questions, please do not hesitate to contact my office at 670 - 4424.

A handwritten signature in cursive script, appearing to read 'Alan Aulenbach'.

Alan Aulenbach
Manager
Industrial Waste Control Division

Enclosure

cc: Penny Barclay



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	10/01/91	10/01/91	10/01/91	10/02/91	10/02/91	10/02/91	10/03/91
Lab Number	X-4330	X-4331	X-4332	X-4355	X-4356	X-4357	X-4377
Volume	10.44	21.41	24.95	11.88	25.76	30.22	12.79
pH							
Total Suspended Solids	52	78	62	199	164	426	46
Biochemical Oxygen Demand	56	98	62	152	155	319	130
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
Chemical Oxygen Demand							
Site	ACADEMY	BRANCH	T. SPRINGS ACADEMY	BRANCH	K. SPRINGS ACADEMY		

All results, except for pH, are reported in mg/L.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	10/03/91	10/03/91	10/04/91	10/04/91	10/04/91	10/05/91	10/05/91
Lab Number	X-4378	X-4379	X-4407	X-4408	X-4409	X-4424	X-4425
Volume	29.4	29.92	11.76	26.88	28.64	14.33	29.68
pH							
Total Suspended Solids	164	212	270	28	185	570	582
Biochemical Oxygen Demand	88	137	229	75	101	290	190
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
Chemical Oxygen Demand							
Site	BRANCH	K. SPRINGS ACADEMY	BRANCH	K. SPRINGS ACADEMY	BRANCH	K. SPRINGS ACADEMY	BRANCH

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



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Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	10/05/91	10/06/91	10/06/91	10/06/91	10/07/91	10/07/91	10/07/91
Lab Number	X-4426	X-4429	X-4430	X-4431	X-4437	X-4438	X-4439
Volume	29.34	11.62	24.77	26.47	11.99	20.86	20.13
pH							
Total Suspended Solids	113	141	177	108	54	240	243
Biochemical Oxygen Demand	122	213	240	156	157	257	251
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
Chemical Oxygen Demand							
Site:	K. SPRINGS ACADEMY	BRANCH	K. SPRINGS	ACADEMY	BRANCH	K. SPRINGS	

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment



dallas water utilities

Industrial Waste Control Division
1350 Manufacturing St. Suite 207 Dallas, Texas 75207
214/670-4424

DALLAS WATER UTILITIES - Report of Analysis

CITY OF ADDISON POINT OF ENTRY

Date	10/08/91	10/08/91	10/08/91	10/09/91	10/09/91	10/09/91	Average
Lab Number	X-4454	X-4455	X-4456	X-4481	X-4482	X-4483	
Volume	12.61	23.13	32.13	11.6	24.5	28.41	
pH							
Total Suspended Solids	118	120	152	165	322	336	207
Biochemical Oxygen Demand	87	96	130	271	173	148	160
Cyanide							
Cadmium							
Chromium							
Copper							
Lead							
Mercury							
Nickel							
Silver							
Zinc							
Total Metals							
Arsenic							
Barium							
Grease							
Acetone							
Benzene							
Ethyl Benzene							
Isopropyl Alcohol							
Methyl Alcohol							
Methyl Ethyl Ketone							
Methylene Chloride							
Phenol							
Toluene							
Xylene							
Chemical Oxygen Demand							
Site	ACADEMY	BRANCH	K. SPRINGS	ACADEMY	BRANCH	K. SPRINGS	

All results, except for pH, are reported in mg/l.

A city utility providing Dallas with water purification and distribution, waste water collection and treatment

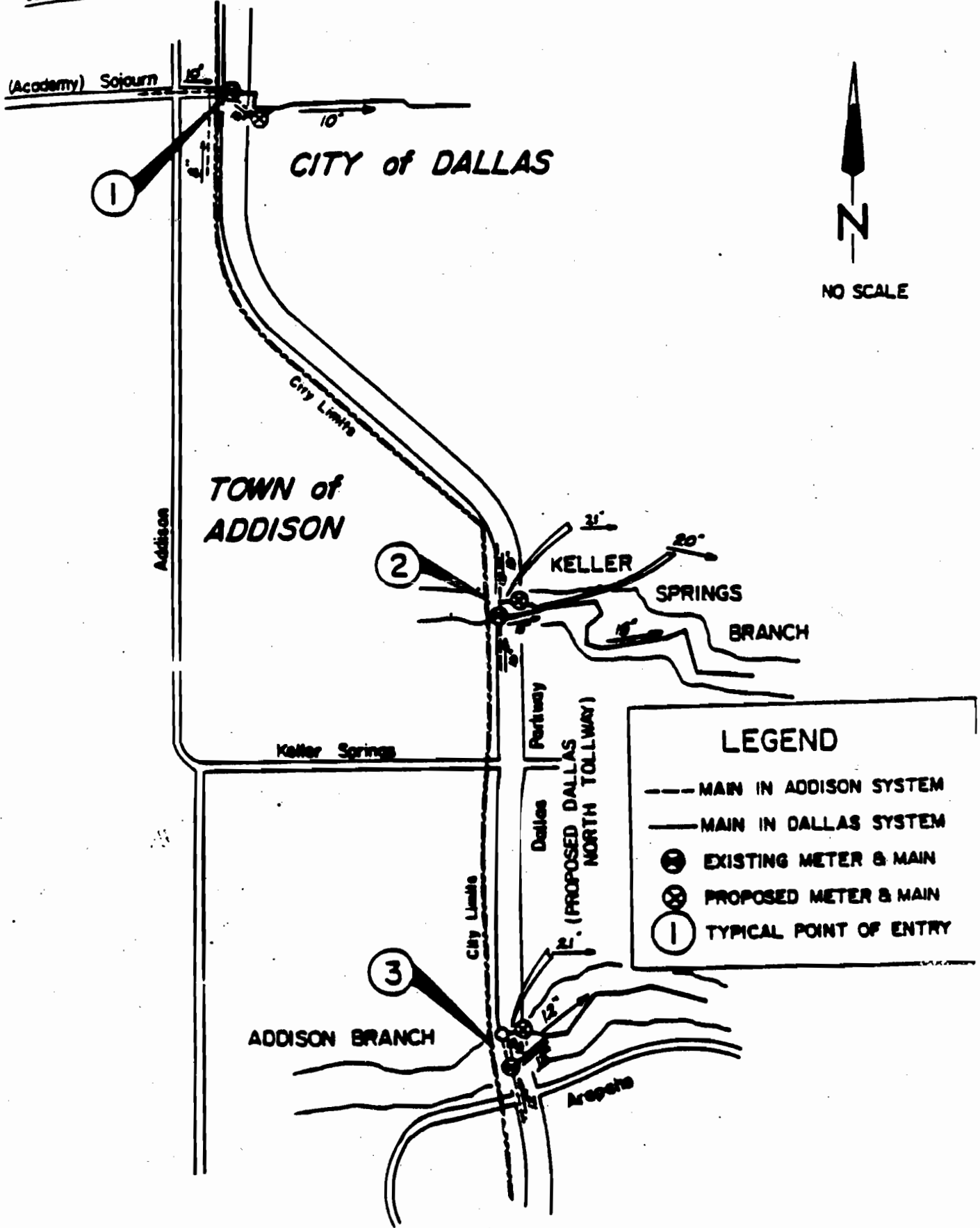
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8/87

EXHIBIT B
POINT OF ENTRY AND METERING FACILITY

Addison

GENERAL DIAGRAM OF CONNECTIONS:



DESCRIPTION OF CONNECTIONS:

Addison is connected to the Dallas System at three existing metered points of entry along the west side of Dallas Parkway. The existing metering stations are to be replaced at new locations along the east side of Dallas Parkway in conjunction with the construction of Dallas North Tollway. The proposed points of entry are at the new metering stations.

The replacement vaults, metering equipment, site locations and associated rights-of-way are to be owned and maintained by Dallas. The proposed wastewater main extensions crossing Dallas North Tollway to connect the replacement metering stations on the east side with the existing Addison system on the west side are to be owned by Addison and maintained by Dallas.

Each of the three replacement metering stations is to be equipped with an ultrasonic doppler wastewater flow meter on a 6" throat venturi tube, a chart recorder, a flowmeter, a manometer for instantaneous metered flow verification and associated equipment. The metering stations will include an unmetered bypass.

A general diagram of locations and sizes of connections is contained on Page B-1 of this Exhibit B. A description of the points of entry and metering stations follows.

Point No. 1Existing Point of Entry and Metering Station:

Location: In Sojourn (Academy) Drive approximately 155 feet west of the intersection of Sojourn Drive and Dallas Parkway in the City of Dallas.

Schematic: At the entry point, Addison's existing 10" main connects to Dallas' existing 10" main. The existing metering station is equipped with a 10" magnetic sewer meter. The existing metering station is designed to measure a flow range of 0 to 5.76 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of the intersection of Dallas Parkway (proposed Dallas North Tollway) and Sojourn Drive in the City of Dallas.

Schematic: At the replacement entry point, Addison's proposed 18" main connects to Dallas' proposed 18" main at the replacement metering station. The metering facility design is proposed to initially measure a flow range of 0 to 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications.

Point No. 2

Existing Point of Entry and Metering Station:

Location: In the vicinity of Keller Springs Branch approximately 120 feet west of Dallas Parkway and approximately 1,185 feet north of Keller Springs Road in the City of Dallas.

Schematic: At the entry point, Addison's existing 15" main connects to Dallas' existing 15" main. The existing metering station is equipped with a 10" magnetic sewer meter. The existing metering station is designed to measure a flow range of 0 to 4.32 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of Dallas Parkway (proposed Dallas North Tollway) approximately 1,205 feet north of Keller Springs Road in the City of Dallas.

Schematic: At the replacement entry point, Addison's proposed 21" main connects to Dallas' proposed 20" main at the replacement metering station. The metering facility design is proposed to initially measure a flow range of 0 to 2.5 MGD with the ability to measure future increased flows through equipment and pipe modifications

Point No. 3

Existing Point of Entry and Metering Station:

Location: In the vicinity of Addison Branch at the west side of Dallas Parkway approximately 910 feet south of Bent Tree Forest Drive in the City of Dallas.

Schematic: At the entry point, Addison's existing 12" main connects to Dallas' existing 12" main. The existing metering station is equipped with an ultrasonic doppler wastewater flow meter on an 8" pipe. The existing metering station is designed to measure a flow range of 0 to 2 MGD.

Replacement Point of Entry and Metering Station:

Location: The replacement point of entry is located at the replacement metering station.

The replacement metering station is located at the east side of Dallas Parkway (proposed Dallas North Tollway) approximately 675 feet south of Bent Tree Forest Drive in the City of Dallas.

4-4

Addison

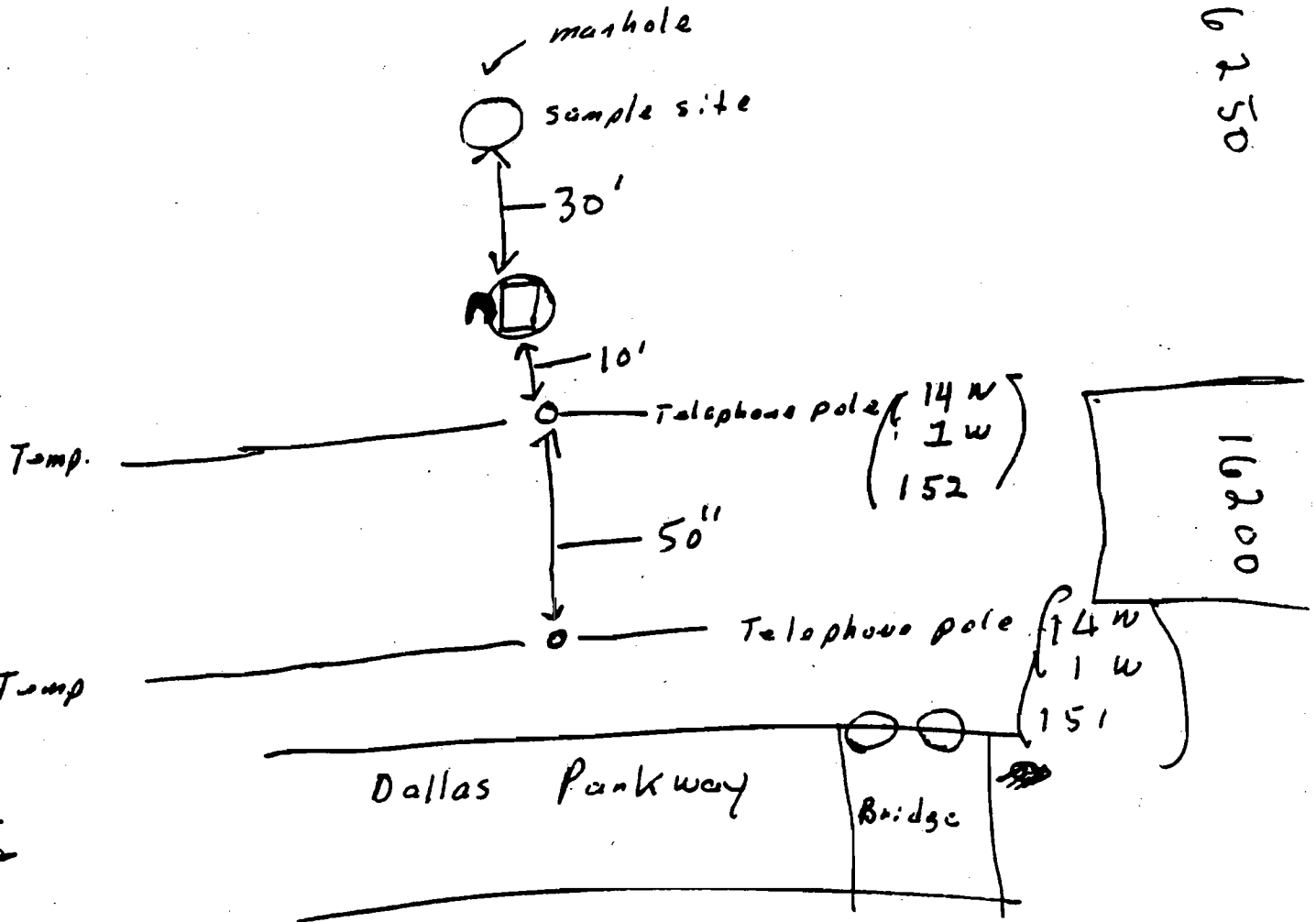
Kellen Springs

5-8-85

16250

16200

Dallas



Telephone pole — O (14 W
1 W
26)

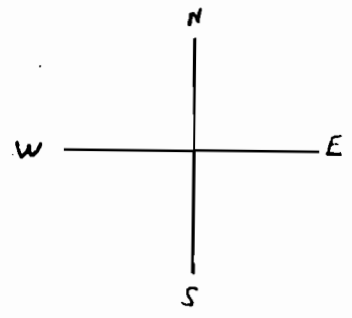
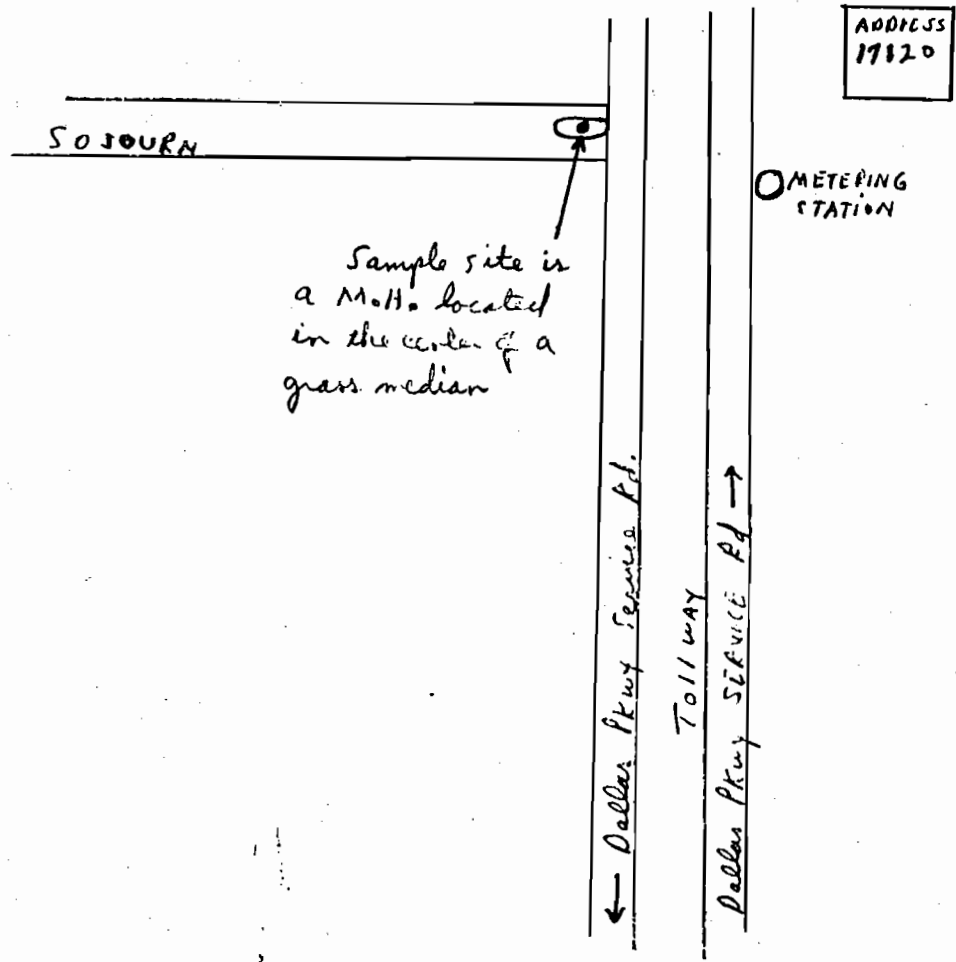
Pretreatment Inspection Report

Name: City of Addison

Address: _____

Contacted: Don Preece

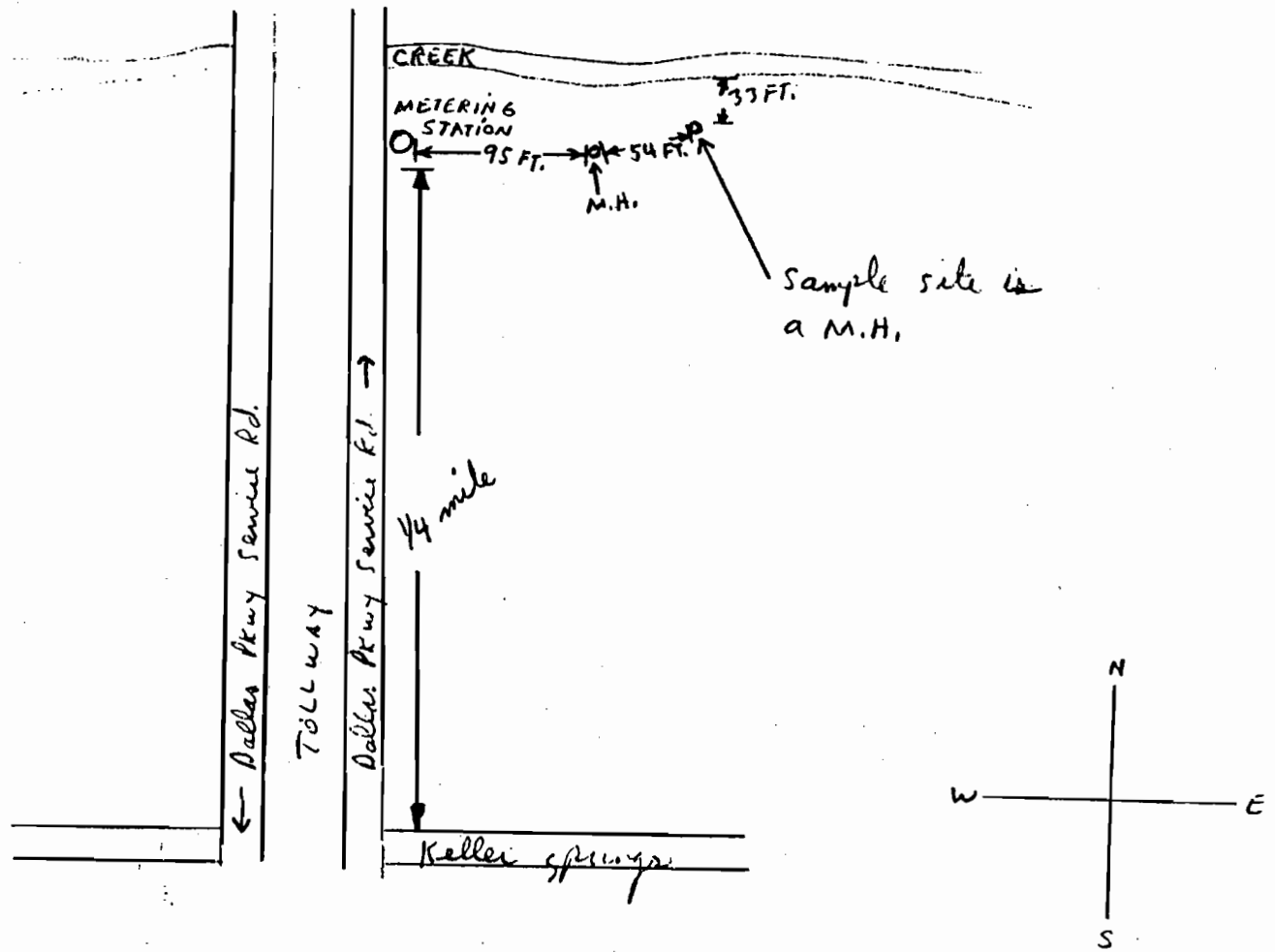
Subject: Sample site # 1 Sojourn
Mapco 40



Inspector: Rene Carvelo Date: 8/3/87

Pretreatment Inspection Report

Name: City of Addison
Address: _____
Contacted: Don Preece
Subject: Sample site #2 Keller Springs Branch
map no 44



Inspector: Gene Carver Date: 5/3/87

Pretreatment Inspection Report

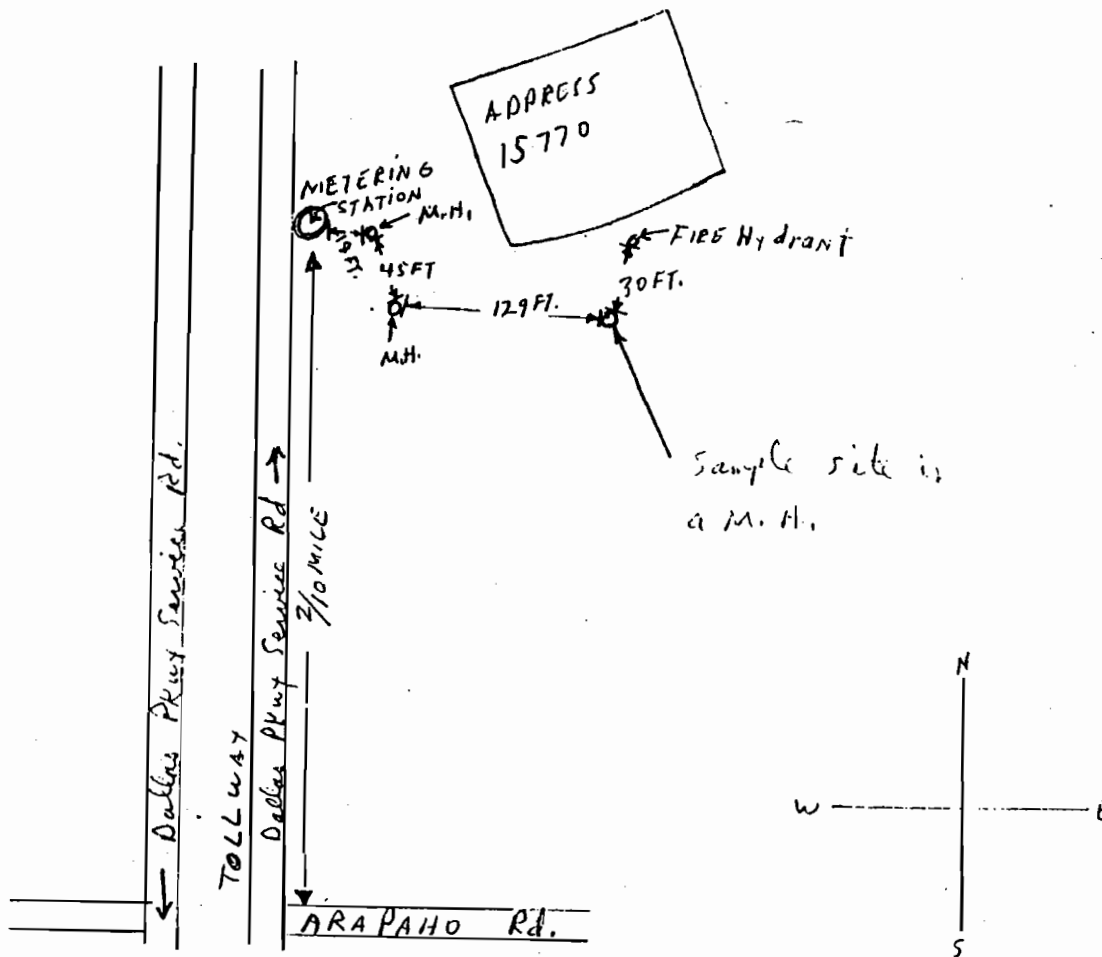
Name: City of Addison

Address: _____

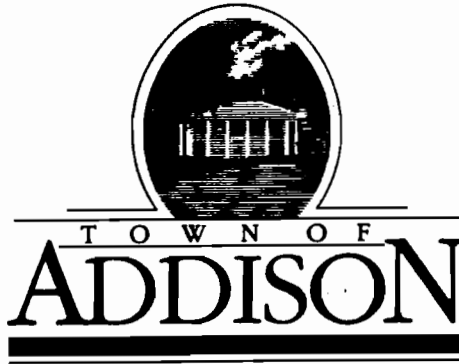
Contacted: Don Preece

Subject: Sample site #3 Addison Branch

mapno 42



Inspector: Rene Carando Date: 8/3/87



June 10, 1986

TO: Ron Whitehead, City Manager
FROM: Ralph Seeley, Director of Finance
SUBJECT: Purchase of Dallas Water Utilities Franchise System

Per your request, I have reviewed and updated the study made in 1982 by C. J. Webster, the water and sewer utility owned and operated by Dallas Water Utilities (DWU).

BACK GROUND ON Franchise Area

In the 1982 study, Taylor, formerly owned by Dallas, which extends to the city limits of Prestonwood Park area and the proposed that at the same time Dallas would allow us so the net

Sewer
↓

Water
↓

*with 100,000
PA Payment
↓
Total DWU*

In addition to the additional cost, several meters will have to be built. The total cost for this part of the agreement, according to estimates from Wayne Ginn, would be approximately \$450,000.

In 1981 we sold \$350,000 in G.O. Bonds (\$170,000 sewer and \$180,000 water) to do the construction necessary to separate the system from Dallas and reconnect it to Addison.

Dallas would allow us to make an initial payment of \$100,000 for the system and would allow Addison to finance the remaining \$158,748.64 over a 3-5 year period.

A possible payout schedule would be as follows:

Conversion Cost	\$450,000	\$350,000 from designated bond funds and \$100,000 from available unallocated funds.
Purchase of System from Dallas	\$ 350,000.00	
Less Paving Assessment	(91,251.38)	
Net Amount Due	\$ 258,748.64	
Initial Payment	\$ 100,000.00	Pay from unallocated funds
Balance Due	\$ 158,748.64	

Pay Balance back over 4 years @ 12.81%

Annual Payment approximately \$53,500 payable from net profits of water sales to customers in the franchise area.

Dallas is very interested in having us purchase the franchise system. Although representatives from Dallas have not reviewed my detailed information as noted above, I have no reason to believe that they would not agree to terms similar to those proposed in 1982. Using the above information I have developed a model time table of payment for your review.

Calendar Year	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Disconnect/Reconnect Costs	\$450,000				
Payment to Dallas	\$100,000	\$53,500	\$53,500	\$53,500	\$53,500

I have used my water and sewer rate model to determine the net income we could receive over a five year period if we purchased the system. Assumptions made are reflected on Exhibit 1. Based on these assumptions the model has computed a net income of \$88,884 for 1987 and a total of over \$400,000 for the first five years.

The purchase could take place without selling any additional bonds and without causing a rate increase beyond what is already contemplated for the existing Addison system. In short, the purchase is a good business deal in that the additional volume would allow us to reduce the degree of any future rate increases to the Addison customers in our existing system. Another real benefit to the purchase is that all Addison residents and property owners in the franchise area would enjoy the same high level of service that the customers in our existing Addison system enjoy.

Should the Council agree to the concept of purchasing the franchise system, we should re-open discussions with Dallas and assuming that Dallas agrees to the terms I have outlined above, we should authorize Wayne Ginn to begin the engineering work on the project.

I have attached several exhibits to this document for your review. They are:

- EXHIBIT 1. Key assumptions made for the purchase of franchise system;
- EXHIBIT 2. Map of Addison reflecting the "franchise area";
- EXHIBIT 3. Water rate model and five year projections reflecting the anticipated net income from the franchise area;
- EXHIBIT 4. Letter from C. J. Webster to Tom Taylor dated May 18, 1982; and
- EXHIBIT 5. Draft contract sale dated 9-9-82, franchise agreement dated 5-18-70 and maps reflecting water and sewer infrastructure of franchise area.

Respectfully submitted,

Ralph Seeley
Director of Finance

RS/lp
cc: Don Preece
Wayne Ginn
Larry McCallum

KEY ASSUMPTIONS MADE FOR
THE PURCHASE OF
DALLAS WATER & SEWER SYSTEM

1. Operation and Maintenance Expenses (O&M) were estimated at 46% of Water & Sewer purchase costs. This is more than the actual cost will probably be, however, I have used this amount in order to develop a conservative profit and loss statement.
2. Assume 5% growth in water purchase each year. 1987 Volume = 83,954,000 gallons.
3. Assume water and sewer revenue rates that are consistent with those planned for the entire Addison system.
4. Average consumption rates per customer and number of customers has been provided by Dallas Water Utilities (DWU).
5. Projected cost increases in rates for water & sewer provided from Dallas Water Utilities.

*** WATER RATE MODEL ***		DATE: 6/10/1986	DWU FRANCHISE PURCHASE			
SC3 FILE: H2DFRANC		PLANNED 1987	PLANNED 1988	PLANNED 1989	PLANNED 1990	PLANNED 1991
REVENUES:	ASSUMPTIONS					
WATER REVENUES:						
% OF WATER PURCHASED	89.00%	89.00%	89.00%	89.00%	89.00%	89.00%
000'S GALLONS		74,719	78,455	82,378	86,497	90,821
UNIT RATE PER 1,000 GAL.		1.47	1.66	2.00	2.00	2.00
** TOTAL WATER REVENUES **		109,837	130,235	164,756	172,993	181,643
SEWER REVENUES:						
% OF WATER SOLD	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
000'S GALLONS		67,247	70,610	74,140	77,847	81,739
UNIT RATE PER 1,000 GAL.		1.69	1.74	2.00	2.00	2.00
** TOTAL SEWER REVENUES **		113,648	122,861	148,280	155,694	163,479
TOTAL WATER & SEWER REVENUES		223,485	253,096	313,036	328,687	345,122
=====						
EXPENDITURES:						
WATER PURCHASES						
VOLUME	100%	83,954	88,152	92,559	97,187	102,047
RATE PER 1,000 GAL.		70.43	74.13	90.58	91.95	94.71
DOLLARS		59,129	65,347	83,840	89,364	96,648
* TOTAL WATER *		59,129	65,347	83,840	89,364	96,648
AVE. COST PER 1,000 GAL.		70.43	74.13	90.58	91.95	94.71
SEWER CONTRACT						
WATER PURCHASED		83,954	88,152	92,559	97,187	102,047
% OF WATER PURCHASED	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
TOTAL VOLUME		67,163	70,521	74,047	77,750	81,637
% TO DALLAS	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
RATE PER 1,000 GAL.		.4980	.5378	.5809	.6273	.6775
DOLLARS		33,447	37,929	43,012	48,775	55,311
* TOTAL SEWER *		33,447	37,929	43,012	48,775	55,311
AVE. COST PER 1,000 GAL.		.4980	.5378	.5809	.6273	.6775

*** WATER RATE MODEL ***
SC3 FILE: H2OFRANC

DATE: DWU FRANCHISE PURCHASE

	PLANNED 1987	PLANNED 1988	PLANNED 1989	PLANNED 1990	PLANNED 1991
CONTRIBUTION TO OVERHEAD					
WATER	50,708	64,888	80,915	83,630	84,995
SEWER	80,200	84,931	105,268	106,919	108,167
OTHER INCOME					
INTEREST INCOME					
TOTAL	130,909	149,820	186,184	190,548	193,162
OVERHEAD:					
PERSONNEL	42,025	44,126	46,333	48,649	51,082
SUPPLIES					
MAINTENANCE & MATERIALS					
CONTRACTURAL SERVICES					
DEBT SERVICE FEES					
CAPITAL OUTLAY					
* TOTAL OPERATIONS O/H *	42,025	44,126	46,333	48,649	51,082
NET INCOME FROM OPERATIONS	88,884	105,694	139,851	141,899	142,080
DEBT SERVICE - G. O. BONDS ISSUED		53,500	53,500	53,500	53,500
DEBT SERVICE - 1984 REVENUE BONDS					
G & A TRANSFER					
* TOTAL OVERHEAD *	42,025	97,626	99,833	102,149	104,582
WORKING CAPITAL (RESERVES)					
CONTRIBUTION TO RESERVE	88,884	52,194	86,351	88,399	89,580
BEGINNING WORKING CAPITAL		88,884	141,077	227,428	315,827
ENDING WORKING CAPITAL	88,884	141,077	227,428	315,827	404,408
DAYS OF OPERATION	241	256	366	480	575
END AS % OF EXPENSES	66.03%	70.22%	100.33%	131.44%	157.64%
REVENUE SHORTFALL					
WATER	29,341	15,262	30,165	31,701	31,828
SEWER	58,837	35,310	54,524	54,996	54,574
TOTAL SHORTFALL	88,178	50,572	84,689	86,697	86,402
RATE ADEQUACY					
WATER - CENTS	39.27	19.45	36.62	36.65	35.04
WATER - PERCENT	26.71%	11.72%	18.31%	18.32%	17.52%
SEWER - CENTS	87.49	50.01	73.54	70.65	66.77
SEWER - PERCENT	51.77%	28.74%	36.77%	35.32%	33.38%
WATER OVERHEAD ALLOCATION	50	50	50	50	50
SEWER OVERHEAD ALLOCATION	50	50	50	50	50

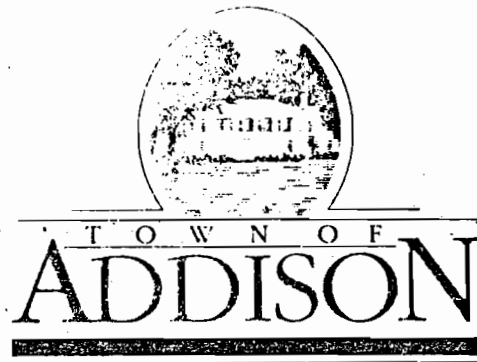
SC3 FILE: H20FRANC

DWU FRANCHISE PURCHASE

6/10/1986

WATER & SEWER FUND - FIVE YEAR PROJECTIONS

	PLANNED 1987	PLANNED 1988	PLANNED 1989	PLANNED 1990	PLANNED 1991
REVENUES:					
WATER SALES	109,837	130,235	164,756	172,993	181,643
SEWER SERVICE	113,648	122,861	148,280	155,694	163,479
OTHER INCOME					
INTEREST INCOME					
TOTAL REVENUES	223,485	253,096	313,036	328,687	345,122
EXPENSES					
WATER PURCHASES	59,129	65,347	83,840	89,364	96,648
SEWER CONTRACT	33,447	37,929	43,012	48,775	55,311
MAINTENANCE & OPERATION OVERHEAD	42,025	44,126	46,333	48,649	51,092
TOTAL OPERATIONS EXPENSES	134,601	147,402	173,184	186,788	203,041
NET INCOME FROM OPERATIONS	88,884	105,694	139,851	141,899	142,080
DEBT SERVICE-PAYMENT TO DWU		53,500	53,500	53,500	53,500
TOTAL TRANSFERS		53,500	53,500	53,500	53,500
NET INCOME AFTER NON- OPERATIONAL EXPENSES	88,884	52,194	86,351	88,399	88,580
WATER RATE PER 1,000 GAL.	1.47	1.66	2.00	2.00	2.00
SEWER RATE PER 1,000 GAL.	1.69	1.74	2.00	2.00	2.00
BEGINNING WORKING CAPITAL		88,884	141,077	227,428	315,827
ENDING WORKING CAPITAL	88,884	141,077	227,428	315,827	404,408



Don

February 12, 1982

Mr. Tom Taylor
Director of Water Utilities
City of Dallas
1500 Marilla
Dallas, Texas 75277

Dear Tom:

This letter is an update of our review concerning Addison's interest in buying the Dallas water franchise. Following discussion with your staff, I will formalize this in an offer to Chuck Anderson.

In 1970 Dallas requested the right to extend its water and sewer system through Addison to service some of your property. At that time it was agreed that Dallas would serve Addison customers in the surrounding neighborhood. The agreement stipulates that "should Addison elect to take over the operation and control of the water and sewer system installed by Dallas within this area, then Addison agrees to pay the reasonable value of such system." The enclosed memorandum from our city attorney details our position on reasonable value. Based upon his letter and data from your staff we are making the following offer:

1. Addison will purchase the lines installed by Dallas in the City of Addison for the amount of \$137,325. This represents 62.75% of the original cost (\$106,244.07) and 37.25% of the current cost (\$244,722.30). We further depreciated this value by 13%, that being the average depreciated life of the lines in this area.
2. Addison will pay to Dallas \$31,310 for engineering and incidental costs incurred by Dallas on the installation of your lines. This is computed by using original costs of \$23,655 and current costs of \$44,233 as shown in your data for lines installed by Dallas.
3. We do not propose to pay for meters since the cost of these has already been paid by the homeowners in the area.

4. We will pay administrative costs incurred by Dallas on the sale, estimated to be about \$4,000.
5. We will pay for resources management and development costs estimated at 10% of the costs in items 1 and 2. This would amount to \$16,864.
6. Addison will pay all costs associated with separating the two systems including the reasonable engineering and incidental costs associated with this separation. We anticipate installing a major sewer meter station on the eastern edge of our system.
7. In the small areas that do not readily flow their sewage into the sewer system of the city in which they are located, I propose that we develop a contract between us to avoid wasteful construction of additional sewage meters.
8. We do request data from the City of Dallas on the current status of pro rata on lines in this area that we would obtain. While we are not proposing that any pro rata figures need to be included in the above calculation, we will need this data if any liability still exists for payment to other parties.
9. Addison's offer is made in an attempt to reach an amicable settlement of the purchase of the water and sewer system and should not be considered as a recognition by Addison that the City of Dallas is entitled to any reimbursement of cost other than the reasonable value of such system.

In addition to the city attorney's memo I have attached a summary sheet that covers this proposal. We stand ready to move as soon as you are to begin the necessary processes and to bring this to a conclusion.

Sincerely,


C. J. Webster
City Manager

CJW/dk

Enclosures

PROPOSAL

PURCHASE OF ADDISON FRANCHISE

1. Actual cost on Dallas installed lines and developer refunded lines:

Original Cost - \$106,244.07
Current Cost - 244,772.30

PUC formula for reasonable value -

62.75% of Original Cost - \$66,668
37.25% of Current Cost - 91,178

Adjusted Cost \$157,846

Reasonable Value (after 13% depreciation) - \$137,326

2. Engineering and Incidentals

Original Cost - \$23,655
Current Cost - 44,233

62.75% of Original Cost - \$14,844
37.25% of Current Cost - 16,477
\$31,321

PROPOSED PAYMENT TO DALLAS

Reasonable Value of Lines	-	\$137,326
Engineering and Incidentals	-	31,321
Administrative Costs	-	4,000
Resource Management & Development Costs	-	<u>16,865</u>
Proposed Purchase Price	-	\$189,512

ROBERT L. MCCALLUM

ATTORNEY & COUNSELOR AT LAW

320 ADDISON STATE BANK BLDG.
4560 BELT LINE ROAD
DALLAS, TEXAS 75234

AREA CODE 214
TELEPHONE
233-2833

February 9, 1982

Mr. C. J. Webster
City of Addison
P. O. Box 144
Addison, Texas 75001

Re: Purchase of the water and sewer system from
the City of Dallas

Dear Mr. Webster:

As I explained to you, pursuant to an agreement dated June 10, 1970, between the City of Dallas and the City of Addison, our city has the right to acquire the water and sewer system installed by Dallas within the franchise area covered by the agreement. This agreement was later amended to include that area of land annexed by the City from Dallas. Under the franchise agreement, the City is allowed to purchase their system at its reasonable value as may be defined for public utility operations by the laws of the State of Texas. The following sets forth my opinion concerning the definition of the term "reasonable value".

It must be first noted that the agreement appears to be modified by a handwritten insert which limits the water and sewer system to that which was installed by Dallas. In discussing this matter with Mr. H. Louis Nichols, attorney for the City during this time, he believes that he inserted such provision for the protection of Addison so that it would only have to purchase the system that was installed by Dallas and not by developers and then given to the Dallas. Also, in discussing this matter with Mr. Don Preece, he informs me that the copy of the franchise agreement which the City of Dallas has, contains such insert. For the purpose of this letter I am assuming that such insert constituted a part of the original agreement.

Since the franchise agreement was entered into, the State Legislature has enacted the Public Utility Regulatory Act (P.U.R.A.) which defines in Section 41(a) the components of adjusted value of invested capital. This section defines adjusted value to be "a reasonable balance between original cost less depreciation and current cost less an adjustment

for both present age and condition." The act further provides that the regulatory authority shall have the discretion to determine a reasonable balance that reflects not less than sixty (60%) percent nor more than seventy-five (75%) percent original cost, that is, the actual money cost, or the actual money value of any consideration paid other than money, of the property at the time it shall have been dedicated to public use, less depreciation, and not less than twenty-five (25%) percent nor more than forty (40%) percent current costs less an adjustment for both present age and condition. The adjusted value of invested capital is important to a rate determination, since law requires that a utility company must be allowed a fair return upon the adjusted value of the invested capital.

Prior to the passage of P.U.R.A., a city was required to allow a rate which will yield more than a fair return upon the fair value of the property. Case law establishes that a public utility is entitled to a just compensation and, as a general rule, what is meant by this is a fair return on the reasonable value of the property at the time it is being used for the public. I am of the opinion that the terms "reasonable value", "fair value" and "adjusted value" are synonymous and are determined by applying the same principles and factors.

The Texas Supreme Court has defined the term "fair value" as "a reasonable balance between the original cost less depreciation and replacement costs new less an adjustment for percentage age and condition." This definition is almost identical to definition contained in Section 41(a) of the P.U.R.A. For the above reasons, I am of the opinion that the term "reasonable value" as may be defined for public utility operations by the laws of the State of Texas is the same as the definition set forth for adjusted value as set forth in Section 41(a).

It is my understanding that the original cost of the system is \$106,244.07 which is increased by the Handy-Whitman Index to arrive at its current value of \$244,772.30. Mr. Preece informs me that the average life of the lines in the franchise area is approximately 6.5 years. Therefore, based on a 50-year life, depreciation would be approximately thirteen (13%) percent.

Applying the definition of adjusted value, the original cost will be reduced to not less than sixty (60%) percent nor more than seventy-five (75%) percent of such amount, said amounts being further reduced by depreciation. The

current cost will be reduced to not less than twenty-five (25%) percent nor more than forty (40%) percent with an additional adjustment for age and depreciation. The following schedule sets forth determination of original cost and current cost which are to be balanced in order to determine adjusted value.

Original cost - \$106,244.07

- a. original cost reduced to 60% equals \$63,746.44
further reduced by 13% depreciation equals
\$55,459.40
- b. original cost reduced to 75% and then reduced
by 13% depreciation equals \$69,324.26

Current cost - \$244,772.30

- a. current cost reduced to 40% less depreciation
of 13% equals \$85,180.76
- b. current cost reduced to 25% minus 13% deprecia-
tion equals \$53,237.98


Under Section 41(a), the adjusted value of invested capital is a reasonable balance which reflects not less than sixty (60%) percent (\$55,459.40) nor more than seventy-five (75%) percent (\$69,324.26) of the original cost less depreciation and not less than twenty-five (25%) percent (\$53,237.98) nor more than forty (40%) percent (\$85,180.76) of current cost less an adjustment for present age and condition. Based upon such section, the City should pay Dallas no more than \$154,505.02 and no less than \$108,697.38. An amount between these two figures should be a reasonable value for the system to be acquired by the City. For the above reason, it would appear that Dallas's value is excessive under the definition of reasonable value.

In a discussion with a representative of the P.U.C., I was informed that in a recent rate case a formula reflecting the gross national product price deflater was used to determine the percentages of 37.25% of the current cost and 62.75% of the original cost was appropriate. Using these percentages, reasonable value of the system would be \$137,326.00. In my opinion, this would be a fair amount for Addison to pay for such system.

Mr. C. J. Webster
February 9, 1982
Page 4

If you have any questions concerning the above matter,
please advise.

Sincerely yours,



Robert L. McCallum

RLM/ja

cc: Mr. Don Preece
Mr. Ron Ragland
Mr. George Dowling



dallas water utilities

City Hall • Dallas, Texas 75277 • (214)670-3146

FILE
DALLAS
UTILITIES

September 20, 1984

Mr. Don Preece
Water and Sewer Superintendent
City of Addison
P.O. Box 144
Addison TX 75002

Dear Don:

I have had the opportunity to meet with Dallas Water Utilities Wastewater Operations staff and discuss with them the feasibility of Addison assuming the responsibility for regularly cleaning your three wastewater metering station sites in order to minimize the grease buildup that causes metering inaccuracies. It is agreed that Addison's cleaning of the metering stations would be a more efficient and cost-effective way of maintaining the stations and avoiding potential problems resulting from the clogging of the mains.

Dallas Water Utilities will continue monthly inspections as a quality control measure to ensure that the stations are functioning properly.

If you will complete the acknowledgement and acceptance below, I will arrange for our wastewater operations staff to visit with you on cleaning procedures.

As usual, it has been a pleasure working with you achieving a solution to this problem. Please call if I can be of assistance (670-5886).

Sincerely,

Joe Holmes
Manager
Wholesale Services Division

ACKNOWLEDGEMENT AND ACCEPTANCE

The Town of Addison Agrees to the above stated procedure.

In

9-25-84

DATE

1.19 "Surcharge Rate" means a rate calculated so as to include a charge for either BOD or TSS or both in excess of 250 milligrams per liter (mg/l).

1.20 "TSS" (total suspended solids) means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

1.21 "Wastewater" means water-carried waste.

1.22 "Winter Months" means the billing months of December, January, February and March.

2.0 CONSTRUCTION AND DESIGN OF FACILITIES

2.1 Delivery Facilities

Dallas agrees to accept wastewater from Customer at the points of entry as delineated in Exhibit B, attached hereto, and at such additional points as may later be mutually agreed upon by both parties. The costs of all delivery facilities necessary to convey wastewater to designated points of entry and connect Customer's System to the Dallas System whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for the oversizing costs to the extent of the difference between Customer's required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, according to Dallas' standard requirements, contracting, construction and financing of delivery facilities and acquisition of any necessary rights-of-way. Plans and specifications shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

2.2 Metering Facilities and Delivery Facilities on Dallas' Side of Metering Facility

Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to provide advance funds to

Dallas for actual construction costs plus interest attributable to service of Customer, excluding costs of engineering design, telemetry equipment, telephone and electric service prior to construction contract award. Replacement of metering facilities occasioned by obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Dallas. Replacement of facilities necessary due to growth or reasons other than obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Customer, but will be installed by Dallas.

Customer shall acquire all property and rights-of-way necessary for construction of metering and delivery facilities located on the Dallas side of metering facility. Customer shall convey title to property for the metering site and rights-of-way for delivery facilities required to be constructed on the Dallas side of the metering facility to Dallas prior to commencement of construction. After final inspection and acceptance by Dallas of metering facilities and delivery facilities located on the Dallas side of the metering facility, Customer will convey title to those facilities to Dallas. After final inspection, acceptance, and conveyance of title of property and facilities, Dallas shall be responsible for operation and maintenance of the metering facilities and any delivery facilities located on the Dallas side of the metering facility.

3.0 METER MAINTENANCE AND TESTING

It shall be the duty of either party to this contract to notify the other party in the event that a meter is registering inaccurately or malfunctioning so that the meter can be promptly repaired. Either party shall have the right to test a meter. Notification of a proposed test shall be provided at least 24 hours prior to conduct of the test, except in the case of emergencies. Either party shall have the right to witness meter tests.

Dallas shall calibrate and routinely service the meters no less than once during each six month period. Calibration shall be accomplished according to Dallas' standard methods. Customer shall be notified of proposed calibrations and may observe if so desired.

If, for any reason, any meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate, registration thereof shall be corrected. Correction of inaccurate meter registration will normally be based on the most



dallas water utilities

City Hall • Dallas, Texas 75277 • (214)670-3011

February 22, 1984

Mr. Ron Whitehead
City Manager
Town of Addison
P. O. Box 144
Addison, TX 75001

*Passed
2-28-84*

Dear Ron:

I certainly appreciate your assistance in obtaining agreement on the proposed replacement wastewater contract between Addison and Dallas.

I am enclosing herewith the original and four copies for authentication by authorized officials of your town. If you will obtain the required signatures and return the original and three copies to me, I will submit the contract for approval by the Dallas City Council and return a fully authenticated copy, with our council resolution to you. I would appreciate it if you would provide a copy of your council resolution with your return.

The following points are highlighted for your easy reference:

- .. No change in billing procedures or rates will be made until after the next Cost-of-Service Study.
- .. An ordinance will be required enabling your city to enforce the requirements of Dallas' ordinances and applicable Federal regulations including but not limited to (1) discharged substances, (2) prohibited discharges, (3) pretreatment requirements, (4) industrial discharge permit system, (5) industrial self-monitoring reports and (6) pretreatment plans. At the effective date of this contract the applicable Dallas Ordinance is No. 17906.
- .. Due to time constraints, a fully developed Wastewater Master Plan will not be required at this time. However, your development of the information outlined in Condition 14.0 at the earliest possible time will be required and appreciated. The data need not be supplied by the effective date of the contract.
- .. Exhibit C contains special provisions that we agreed on concerning charges for allowable discharge strengths.

Again, I have appreciated your assistance and cooperation in this endeavor of mutual interest and benefit to our cities.

If there are any questions or if I can be of assistance, please contact me (670-5886).

Sincerely,


Joe Holmes
Manager
Wholesale Services Division

gm

c: ~~Ralph Seeley~~

Attachment

Don Preece

A city utility providing Dallas with water purification and distribution, waste water collection and treatment

WHOLESALE WASTEWATER CONTRACT

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

THIS contract made and entered into this the ____ day of _____, 1984, by and between the City of Dallas, Texas, hereinafter called "Dallas", and the Town of Addison, hereinafter called "Customer."

WHEREAS, Customer and Dallas currently contract for Dallas to provide wastewater treatment services to customer under terms of a contract effective January 26, 1976; and

WHEREAS, Dallas is required to comply with recent, specific rules of the Environmental Protection Agency (EPA) in regard to treatment of industrial wastes; and

WHEREAS, the EPA requires substantial revision of Customer's and Dallas' January 26, 1976 contract prior to the normal expiration date; and

WHEREAS, it is more advantageous for Customer and Dallas to replace the January 26, 1976 contract with this standard wholesale wastewater contract, as approved by the Wastewater Management Advisory Committee representing the several customer cities, rather than modify the existing contract; and

WHEREAS, Customer is desirous of continuing to contract with Dallas for wastewater treatment service and Dallas desires to continue to provide wastewater treatment service to Customer;

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

W I T N E S S E T H :

1.0 DEFINITIONS

1.1 "BOD" (biochemical oxygen demand) means the quantity of oxygen, expressed in milligrams per liter (mg/l), utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20° Centigrade.

1.2 "Customer System" means the facilities of Customer for collection and transportation of wastewater to point of entry and any facilities used exclusively or primarily for the pre-treatment of Industrial Wastes.

1.3 "Calibration" means utilization of check meters or velocity tests and/or verification of secondary instrumentation accuracy utilizing a standard signal at the transmitter or a calibrated primary sensor (manometer).

1.4 "Dallas' System" or "System" means Dallas' wastewater collection and treatment system.

1.5 "Delivery Facilities" means all facilities (transmission mains, valves, manholes, etc.) necessary for transmission of wastewater to the Dallas System. The term includes facilities which are on the Customer side of the metering facility which are constructed specifically to allow Dallas to serve Customer. The term excludes metering facilities.

1.6 "Incompatible Wastes" means substances that are not amenable to the treatment processes which will interfere with the operation of the Publicly Owned Treatment Works (P.O.T.W.), including interference with the use or disposal of municipal sludge, and pollutants that will pass through the treatment works unchanged by the treatment processes.

1.7 "Industrial wastes" means all water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.8 "Industry" means a person or establishment that is recognized and identified in the 1972 Standard Industrial Classification Manual, Executive Office of the President: Office of Management and Budget.

1.9 "Infiltration Water" means water that has migrated from the ground into the wastewater system.

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

1.11 "Interference" means inhibition or disruption of Dallas' System, treatment processes, or operations which contributes to a violation of any requirement of Dallas' Federal effluent discharge permit.

1.12 "Metering Facility" means the meter, meter vault, all metering and telemetering equipment required to provide wastewater service to the Customer at the point of entry.

1.13 "Normal Domestic Wastewater" means water-borne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and Industrial Wastes. The average concentration of suspended solids and five-day BOD is established at 250 milligrams per liter.

1.14 "Point of Entry" shall be defined as the metering facility or, where no metering facility is utilized, the Dallas city limits line.

1.15 "Pretreatment Standards" means pollutant concentration discharge limitation requirements stipulated in Chapter 49 of the Dallas City Code and the Customer's City Code as hereinafter amended, and Federal Pretreatment Standards promulgated by the United States Environmental Protection Agency.

1.16 "Prohibited Substance" means substances that are prohibited from being discharged into Dallas' System and Customer's System as listed in Chapter 49 of the Dallas City Code and the Customer's City Code as hereinafter amended, except that if more stringent pretreatment standards are promulgated for certain industrial users by the United States Environmental Protection Agency, the more stringent Federal Regulations shall apply to that class of sewer users.

1.17 "Significant Industrial User" means
(i) any industrial user that discharges 50,000 gallons or more of wastewater into Dallas' sanitary sewer system per day, not including cooling water used in air conditioning; or

(ii) any industrial user defined as a categorical user by the United States Environmental Protection Agency; or

(iii) any other industrial user deemed by the Director of Dallas Water Utilities to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the Dallas wastewater treatment works and facilities.

1.18 "State Rules" means Texas Department of Public Health Wastewater Surveillance and Technology Rules, Chapter 301-Design Criteria for Sewerage Systems.

1.19 "Surcharge Rate" means a rate calculated so as to include a charge for either BOD or TSS or both in excess of 250 milligrams per liter (mg/l).

1.20 "TSS" (total suspended solids) means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

1.21 "Wastewater" means water-carried waste.

1.22 "Winter Months" means the billing months of December, January, February and March.

2.0 CONSTRUCTION AND DESIGN OF FACILITIES

2.1 Delivery Facilities

Dallas agrees to accept wastewater from Customer at the points of entry as delineated in Exhibit B, attached hereto, and at such additional points as may later be mutually agreed upon by both parties. The costs of all delivery facilities necessary to convey wastewater to designated points of entry and connect Customer's System to the Dallas System whether delineated in Exhibit B hereof or mutually agreed upon at a later date, shall be borne by Customer, except that Dallas may elect to require oversizing of the delivery facilities for the benefit of Dallas or other parties. If Dallas elects to oversize delivery facilities, Dallas shall be responsible for the oversizing costs to the extent of the difference between Customer's required delivery facilities and the oversize specified by Dallas. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, according to Dallas' standard requirements, contracting, construction and financing of delivery facilities and acquisition of any necessary rights-of-way. Plans and specifications shall be submitted to Dallas for written approval and all designs, materials and specifications shall conform to Dallas requirements. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of Dallas.

2.2 Metering Facilities and Delivery Facilities on Dallas' Side of Metering Facility

Unless otherwise agreed by both parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to provide advance funds to

Dallas for actual construction costs plus interest attributable to service of Customer, excluding costs of engineering design, telemetry equipment, telephone and electric service prior to construction contract award. Replacement of metering facilities occasioned by obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Dallas. Replacement of facilities necessary due to growth or reasons other than obsolescence due to age or excessive maintenance, as determined by Dallas, shall be the responsibility of Customer, but will be installed by Dallas.

Customer shall acquire all property and rights-of-way necessary for construction of metering and delivery facilities located on the Dallas side of metering facility. Customer shall convey title to property for the metering site and rights-of-way for delivery facilities required to be constructed on the Dallas side of the metering facility to Dallas prior to commencement of construction. After final inspection and acceptance by Dallas of metering facilities and delivery facilities located on the Dallas side of the metering facility, Customer will convey title to those facilities to Dallas. After final inspection, acceptance, and conveyance of title of property and facilities, Dallas shall be responsible for operation and maintenance of the metering facilities and any delivery facilities located on the Dallas side of the metering facility.

3.0 METER MAINTENANCE AND TESTING

It shall be the duty of either party to this contract to notify the other party in the event that a meter is registering inaccurately or malfunctioning so that the meter can be promptly repaired. Either party shall have the right to test a meter. Notification of a proposed test shall be provided at least 24 hours prior to conduct of the test, except in the case of emergencies. Either party shall have the right to witness meter tests.

Dallas shall calibrate and routinely service the meters no less than once during each six month period. Calibration shall be accomplished according to Dallas' standard methods. Customer shall be notified of proposed calibrations and may observe if so desired.

If, for any reason, any meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate, registration thereof shall be corrected. Correction of inaccurate meter registration will normally be based on the most

recent correct registration, if such is reasonably ascertainable. Alternatively, Customer and Dallas may agree to use future meter registrations as basis for correction. If future registrations are to be used as a basis for correction, Dallas shall be allowed to bill Customer based on estimated amounts prior to rendering a corrected billing. In no event will corrected billings be made for periods in excess of three billing periods prior to notification of meter inaccuracy.

Customer may, at its option and its own expense, install and operate a check meter to monitor each meter installed by Dallas, but the measurement for the purpose of this agreement shall be solely by Dallas' meters, except in the cases specifically provided to the contrary below. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Dallas. The reading, calibration and adjustment of said check meter shall be made only by Customer, except during any period when a check meter may be used under specific written consent by Dallas for measuring the amount of wastewater delivered into the System, in which case the reading, calibration and adjustment thereof shall be made by Dallas with like effect as if such check meter or meters had been furnished or installed by Dallas. Customer's installation of check meters shall not interfere with operation of the Dallas wastewater collection system or Dallas metering equipment.

4.0 PAYMENT

Rates charged Customer shall be established by ordinance of Dallas.

Customer agrees that Dallas City Council has the right to revise, by ordinance, the rates charged, from time-to-time as needed, to cover all reasonable, actual and expected costs. Dallas shall give Customer a minimum of six months notice of intent to revise rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for proposed rates thirty days prior to Dallas submitting a rate increase request to its City Council.

Customer agrees to give Dallas a minimum of thirty days notice of intent to protest rates or any other condition of service. Provided, however, that Customer is not required to give 30 day notice of intent to appear before Dallas City Council to protest cost of service studies.

Dallas will render a statement of charges monthly. Payment is due upon receipt of statement.

5.0 RATES

When Customer billing is based on metered flow, Customer shall pay Dallas for all wastewater at the rate provided in the prevailing ordinances of the City of Dallas, subject to increase or decrease, without formal amendment of this contract, as said ordinance might be amended from time-to-time.

When the Director of Dallas Water Utilities determines that wastewater metering is not feasible, Customer shall pay Dallas for wastewater service based on average winter month water consumption for those connections discharging into the Dallas wastewater system. (Water consumption billings for the months of December, January, February and March shall constitute the winter months.)

The calculation of wastewater discharged shall be as follows:

100% water consumption for applicable connections for winter months $\div 4$ = Average Winter Month Water Consumption.
Average Winter Month Water Consumption x City of Dallas
Prevailing Ordinance Rate = Amount Due Monthly

The prevailing City of Dallas ordinance rate for wastewater service is subject to increase or decrease, without formal amendment of this contract, as said ordinances might be amended from time-to-time.

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

6.0 RATE SETTING PRINCIPLES

Rate shall be established according to the "WASTEWATER RATE GUIDELINES" contained in Exhibit A, incorporated herein, as if copied word for word and made a part of this contract.

7.0 WASTEWATER QUALITY

7.1 Industrial Discharges and Prohibited Wastes

Customer agrees that Dallas has the responsibility and authority to establish

(i) types and quantities of discharges that are

prohibited for entry into the Dallas wastewater system.

(ii) discharge prohibitions for certain substances, as may be amended from time-to-time.

(iii) pretreatment requirements for industries who discharge prohibited substances.

Customer shall require all significant industrial users that ultimately discharge into the Dallas wastewater system to obtain an industrial waste discharge permit. Such permit shall require industrial users to abate prohibited substances from their waste stream as a condition to discharge wastewater into the Customer's System. The permit application shall, as a minimum, contain the following information:

- (1) Name and Address of Industry
- (2) Type of Industry
- (3) Products Produced or Services Rendered
- (4) Typical Analysis of the Discharge Waste Stream
- (5) Chemicals used and Chemicals Being Stored.
- (6) Pretreatment Plans and Expected Compliance Date.

Dallas shall be provided a copy of the application and permit within 14 days after issuance.

Any Customer not having a pretreatment program approved by EPA agrees to enact and enforce rules requiring those users connected to Customer's System to comply with the provisions of all prevailing Dallas Ordinances and applicable Federal regulations including but not limited to (1) discharged substances, (2) prohibited discharges, (3) pretreatment requirements, (4) industrial discharge permit system, (5) industrial self-monitoring reports and (6) pretreatment plans. At the effective date of this contract the applicable Dallas Ordinance is No. 17906 contained in Exhibit E, incorporated herein as if copied word for word and made a part of this contract. Any future ordinance changes relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements, shall apply to this contract as if in effect at the effective date of this contract. Provided, however, that Customer shall be provided copies of present and future applicable ordinances and shall have an opportunity to review same before being formally required to acknowledge acceptance of the conditions of such ordinance.

Customer agrees to seek injunctive relief from sources whose discharge interferes with the treatment system, poses an imminent danger to public health or when the specific industry is not making sufficient progress toward completing an approved pretreatment system.

Dallas Industrial Waste Division shall be provided with copies of all industrial monitoring data and pretreatment enforcement actions by Customer each fiscal quarter.

7.2 Sampling and Testing

Customer agrees that Dallas shall have the right to sample wastewater discharges at

- (i) the site of discharge
- (ii) points of entry
- (iii) other locations as required

for the purpose of determining the type and strength of discharges. Customer shall provide all possible assistance to Dallas in obtaining access to sampling points.

Customer agrees that any individual customer found in violation of allowable discharges or any individual customer who refuses access for the purpose of sampling shall be disconnected from Customer's and Dallas' wastewater system. Provided however, that the violating customer shall be afforded the same rights, privileges of appeal and deficiency cure periods as are customers operating within Dallas boundaries and under authority of Dallas Ordinances.

In addition to other samples taken and tests made on an as required basis, Dallas shall regularly take twenty-four hour composite samples of wastewater discharges at points of entry no less frequently than semiannually. Costs of sampling and test shall be borne by Dallas. Customer, however, may request Dallas to perform tests desired by Customer and not required by Dallas. Customer shall reimburse Dallas for the cost of tests requested by Customer as agreed by Customer and Dallas.

Customer shall be provided with a copy of each sample test within 30 days of the date of taking of such sample.

All samples shall be analyzed in accordance with the latest

edition of Standard Methods of Examination of Water and Wastewater, published by the American Public Health Association, Inc., or any U.S. EPA approved laboratory standards.

8.0 RATES FOR EXCESS STRENGTH DISCHARGES

8.1 Additional Charge

Exhibit C, incorporated herein, as if copied word for word and made a part of this contract, contains special provisions and additional stipulations concerning charges for allowable discharge strengths.

An additional charge shall be made for excess strength discharges at the point of entry into Dallas' System. A surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of TSS in excess of 250 mg/l shall be assessed. Excess strength determination will be based on a minimum of seven days averaged data.

Customer agrees that Dallas City Council has the right to revise, by ordinance, the allowable discharge strengths. At the effective date of this contract, the allowable discharge strength is 250 mg/l for BOD and 250 mg/l for TSS.

Customer shall pay Dallas for concentrations of BOD and TSS exceeding 250 mg/l at the rate provided in the prevailing ordinances of the City of Dallas, subject to increase or decrease without formal amendment of this contract, as said ordinance might be amended from time-to-time. The excess charge will be calculated each month. It will be based on the rate of excess discharge for that month. The surcharge will be assessed the entire month for each portion of the month Customer is in violation.

8.2 Calculation of Additional Amounts Due For Excess Strength

The following formula shall apply to billings for excess strength discharges.

1.078 *990* *See 1000990*
$$S_w = C_B (BOD - 250) + C_S (TSS - 250)$$

WHERE *0.990*

S_w = Wholesale excess strength wastewater billing rate in dollars per million gallons.

BOD = Biological Oxygen Demand in mg/l of wastewater entering into Dallas wastewater system.

TSS = Suspended solids in mg/l of wastewater entering into Dallas wastewater system.

C_B = Cost factor for BOD treatment for wholesale customers per Chapter 49-1.4, Dallas City Code, as amended from time-to-time.

C_s = Cost factor for TSS treatment for wholesale customers per Chapter 49-1.4, Dallas City Code, as amended from time-to-time.

V = Volume of waste discharged in million gallons, determined as per Customer's standard billing methodology.

(Any value of BOD and TSS below 250 mg/l is to be treated as 250 mg/l.)

9.0 QUANTITY AT POINT OF ENTRY

It is understood and agreed that Dallas and Customer have an obligation to prevent entrance of infiltration and inflow into local wastewater facilities and thence into Dallas' System. Customer therefore agrees that all sewer connections which ultimately connect into Dallas' System will be constructed with a permanent type material, carefully bedded to prevent over-stressing of the material and utilizing a joint which will provide a permanent water-tight connection. Customer agrees that each such installation shall pass an air test performed in accordance with applicable A.S.T.M. Standards and shall be done under the supervision of Customer's authorized representative at the time of installation. All such tests shall be at Customer's expense. Each building lateral which interconnects private property to the public sewer shall be excluded from the air test requirements.

Customer agrees that the physical connection of each service line to the local wastewater facility shall be the responsibility of Customer and shall not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of, or whose work is inspected by Customer's authorized representative. Customer further covenants that all future trunk sewer lines added to the local wastewater facility which will discharge in Dallas' System shall be built in accordance with appropriate State of Texas Design Criteria including infiltration/exfiltration limitations and that representative sections of each new line shall be subject to an air test or infiltration or exfiltration test at the time of installation and at the option of Dallas and at the sole expense of Customer, to assure the standards are met. Customer does hereby covenant that it will maintain strict supervision and maintenance of its local wastewater facilities to prevent connections such as all roof drains or any other means by which surface drainage can enter local wastewater facilities and thence Dallas' System.

10.0 PROTECTION OF WASTEWATER SYSTEM

It is mutually understood and agreed that only employees, agents, or contractors of Customer shall be permitted to work on or

make connections to the Customer's System which ultimately discharges into the Dallas System; and that only qualified plumbers, licensed by the State of Texas, shall be permitted to work on building laterals entering into the Customer's System which discharges into the Dallas System. It is further mutually understood and agreed, however, that this provision shall be waived in the event that personnel of the Industrial Waste Section or Wastewater Collection or Wastewater Treatment Division of Dallas Water Utilities Department find it necessary to enter Customer's jurisdiction for assistance or surveillance purposes and that free access shall be provided to said personnel in the pursuit of their duties.

It is mutually understood and agreed that Customer will maintain a careful inspection of its wastewater collection system and will exercise diligence and care in the maintenance of said system within Customer's jurisdiction and in the installation of connections and laterals that may be connected with the system in order that the Dallas System shall not be burdened with excess discharge during rains and wet weather.

Laterals to private dwellings and public, commercial, or industrial buildings constructed in the Customer's drainage area after the effective date of this Contract shall be of materials jointly approved by Dallas and Customer. Each building lateral which interconnects private property to the public sewer shall pass a water test meeting minimum standards of the State Rules for sewage collection systems.

It is further understood and agreed that a failure on the part of Customer to provide and enforce such regulations governing connections with the Customer's System shall, at the option of Dallas after notice to Customer in writing of the specific violation or violations, and after failure within thirty (30) days to correct said violation, or violations, be sufficient ground for Dallas to restrict or limit flow to such extent Dallas deems necessary in order to protect its wastewater system from damage of excessive flows.

11.0 LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Liability for damages arising from the reception, transportation, delivery and disposal of all wastewater discharged hereunder shall remain with Customer to Customer's Point of Entry. With exception of Incompatible Wastes, upon passing through Customer's point of entry, liability for damages shall pass to Dallas. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and

causes of action which may be asserted by anyone on account of the reception, transportation, delivery, and disposal while wastewater is in the control of such party. Dallas takes the responsibility as between the parties hereto for the proper reception, transportation, treatment, and disposal of all such wastewater received by it at Points of Entry.

12.0 ACCESS

Customer agrees to provide ingress and egress for Dallas employees and agents at all times to all Dallas property inside Customer's boundaries to install, operate, inspect, test, and maintain facilities owned or maintained by Dallas within city limits of Customer.

Dallas agrees to provide ingress and egress for Customer's employees and agents at all times to all Customer property inside Dallas' boundaries to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Customer within Dallas.

13.0 CUSTOMER TO PROVIDE DATA

13.1 Classification of Customers

Customer shall provide the following data to Dallas not later than January 15th of each year.

- (1) Actual number of Customer accounts feeding into Dallas' wastewater system.
- (2) Classification, by number and percentage, of accounts feeding to Dallas' wastewater system according to the following:
 - (i) Residential
 - (ii) Multi-family
 - (iii) Business/Commercial
 - (iv) Other

13.2 Water Consumption

Customer shall provide data and supporting documentation on total water consumption for accounts feeding into the Dallas wastewater system during the four winter billing months (December, January, February and March) to Dallas not later than the 15th of

April of each year. Billing months need not be calendar months. Where available, this total consumption should be separated into consumption by type of account as listed in Section 13.1 (2) (i-iv) of this contract.

13.3 Additional Data Requirements

Customer may be required to provide additional data as revised methodology for cost of service studies is developed. Provided, however, that Dallas shall not request data that will require Customer to incur unreasonable expenses in providing such data.

14.0 WASTEWATER MASTER PLAN

Customer agrees to provide a comprehensive wastewater master plan to Dallas prior to the effective date of this contract. Such plan shall include, but shall not be limited to:

- (i) population data, present and projected
- (ii) geography and topography data
- (iii) current and proposed treatment processes
- (iv) treatment alternatives
- (v) existing and projected discharge flows into the Dallas System
- (vi) existing and planned wastewater collection system maps

Customer agrees that the initial plan shall be for a twenty-year period. Customer further agrees that the plan shall be reviewed jointly by Dallas and Customer and, if necessary, revised by Customer at five year intervals.

The initial submittal requirement is waived if Customer has provided a plan acceptable to Dallas within the previous five years.

15.0 PAYMENTS TO CONSTITUTE OPERATING EXPENSES BY CUSTOMER

Customer represents and covenants that the services to be obtained pursuant to this Contract are essential and necessary to the operation of Customer and its local wastewater facilities, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of City's waterworks and sanitary sewer systems, within the meaning of Article 1113, Vernon's Annotated Civil Statutes, and the provisions of all ordinances authorizing the issuance of all revenue bond issues of

Customer which are payable from revenues of Customer's waterworks and sewer systems.

16.0 FORCE MAJEURE

If, for any reason, not reasonably within the control of the party so claiming, either party hereto shall be rendered in whole or in part unable to carry out its obligations under this contract, then that party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

17.0 REGULATORY BODIES

This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Dallas must comply with all Federal, State and local government requirements to obtain grants and assistance for system construction, studies, etc. Customer is required to assist Dallas in compliance by setting adequate rates and complying with governmental requirements.

18.0 PUBLICATIONS, REFERENCE WORKS, GOVERNMENTAL REGULATIONS

In each instance herein where reference is made to a publication, reference work or Federal or State regulation, it is the intention of the parties that, at any given time, the then current edition of any such publication or reference work or Federal or State regulation shall apply. If a publication or reference work 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 Dallas, new standards shall be adopted which are in compliance with State and Federal laws and any valid rules and regulations pursuant thereto.

19.0 TERMINATION

Should Customer desire to partially or totally discontinue using Dallas's facilities, Customer shall, for five years or the balance of this contract whichever is less, remain liable for wastewater charges at the billing level in effect at such cessation.

This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures

incurred on Customer's behalf for the cost to provide additional waste transmission, treatment, and disposal facilities. Provided, however, that Dallas may waive Customer's obligation in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that such liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Dallas shall have the right to terminate this agreement if Customer is more than six (6) months delinquent in any payments required to be made to Dallas hereunder.

20.0 TERM OF CONTRACT

The term of this contract shall commence as of the date of execution of same, being also the date of the resolution of the Dallas City Council approving this contract, and shall remain in effect for a period of 30 years. Provided, however, if this contract is for a period of less than 30 years the contract may be extended upon mutual agreement between Customer and Dallas for additional periods, not to exceed a total of 30 years.

21.0 NOTICES:

Any notice required under this contract may be given to the respective parties at the following addresses by Certified Mail, postage prepaid:

Customer

Dallas

City of Dallas, Texas
Attn: City Manager
City Hall
Dallas, Texas 75201

Executed and effective as of the _____ day of _____, 1984, on behalf of the CITY OF DALLAS by its City Manager, duly authorized by City Council Resolution No. _____, adopted

on _____, and approved as to form by its City Attorney; and on behalf of Customer by its duly authorized officials.

APPROVED AS TO FORM:
ANALESIE MUNCY
City Attorney

CITY OF DALLAS
CHARLES S. ANDERSON
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

Submitted to City Attorney
[Signature]

APPROVED AS TO FORM:

CUSTOMER:
TOWN OF ADDISON

BY _____
City Attorney

BY _____
City Manager

198M

EXHIBIT A

WASTEWATER RATE GUIDELINES

BASIS FOR RATES:

Revenue requirements will be determined by cost-of-service study on a utility basis at original cost.

RATE OF RETURN:

Dallas is to receive a rate of return on rate base, equal to the embedded interest rate on wastewater revenue bonds, plus 1.5%.

RATE BASE:

The rate base shall include original cost plant investment (excluding contributed capital), construction work in progress, a reasonable allowance of working capital, and less accumulated depreciation. Working capital shall consist of an allowance of operation and maintenance (45 days or up to 1/8 annual operation and maintenance costs) and a reasonable inventory of materials and supplies necessary for the efficient operation of Dallas Water Utilities.

The rate base (common-to-all) shall include mains 18" and above, excluding all mains below this size, unless built exclusively to serve a particular city.

TEST PERIOD (OR TEST YEAR):

Normally a recently concluded 12 month operating period adjusted for known changes, selected to be representative of the period of time over which the new rates are expected to be in effect.

DATA BASIS:

Rate period projections shall be based on operating results during the most recent fiscal year for which actual data is available.

FREQUENCY OF COST OF SERVICE STUDIES:

Adequacy of rates shall be reviewed on an annual basis. Thirty (30) days in advance of a proposed rate change, cost of service information shall be made available to Customer for review and comment.

2888D

EXHIBIT B

DELIVERY FACILITIES

A detailed Exhibit B including description, locations, operating characteristics, etc. of delivery facilities is currently being developed.

EXHIBIT C

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

SUPPLEMENTAL AGREEMENTS CONCERNING STANDARD CONDITIONS

The following conditions and clarifications are agreed to by Dallas and Customer in regard to the following standard conditions of this contract.

- C8.0 (This condition supplements condition 8.0 on page 9 of the basic contract.)
- C8.1 Dallas agrees that if any revision by the Dallas City Council of allowable discharge strengths has the effect of increasing future charges to the City of Addison, such revision shall be considered equivalent to a rate change and Dallas shall adhere to the notification requirements of Condition 4.0.

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EXHIBIT D

Exhibit D intentionally left blank.

2888D

7/5/83

ORDINANCE NO. 17906

An Ordinance amending CHAPTER 49, "WATERS AND SEWERS," of the Dallas City Code, as amended; by amending Sections 49-84, 49-100, 49-106, 49-107, 49-108, and 49-112.1, and by adding new Section 49-84.1; providing for adoption of more stringent Federal regulations to govern certain classes of users, if promulgated; providing for enforcement of the provisions regarding illegal discharge; providing for compliance schedules for industrial users to meet pretreatment standards; providing authority for the Municipal Court to issue administrative search warrants or other legal process as an aid to the right of entry of City employees; providing for suspension and amendment of permits under certain conditions; providing for inspections; providing a penalty not to exceed \$200; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Section 49-84, "Definitions," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-84. DEFINITIONS.

In this article, unless the context requires a different definition:

(1) AMENABLE TO TREATMENT refers to a substance that:

(a) does not damage or interfere with the operations of wastewater facilities;

(b) is [being] susceptible to reduction in concentration by treatment provided in the City's wastewater treatment plant, to a level which is acceptable for discharge into a stream; and

(c) is acceptable for sludge disposal.

(2) BOD (denoting biochemical oxygen demand) means the quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20° Centigrade.

(3) BUILDING (HOUSE) DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from wastes and drainage pipes within the walls of the building, and conveys it to the building sewer, beginning three feet outside the inner face of the building wall or foundation.

(4) BUILDING (HOUSE) SEWER means the extension from the building drain to the sewer lateral at the property line or other lawful place of disposal (also called house lateral and house connection).

(5) CITY means the city of Dallas, Texas.

(6) CITY ENVIRONMENTAL HEALTH OFFICER means the environmental health officer of the city appointed by the city manager pursuant to Section 19-1(b) of this code, or his authorized representative.

(7) [~~6~~] COMPOSITE SAMPLES means samples composited during a period of time exceeding 15 minutes.

(8) [~~7~~] COD (denoting chemical oxygen demand) is the measure of the oxygen consuming capacity, expressed in mg/l. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand.

(9) [~~8~~] DIRECTOR means the director of the water utilities department of the city or his authorized representative.

(10) [+9+] FLOATABLE GREASE means grease, oil or fat in a physical state such that it will separate or stratify by gravity in wastewater.

(11) [+10+] GARBAGE means animal and vegetable wastes and residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.

(12) [+11+] GRAB SAMPLES means samples taken during a period of 15 minutes or less.

(13) [+12+] GREASE means fatty acids, soaps, fats, waxes, petroleum products, oil, and any material which is extractable by hexane or freon solvent from an acidified sample and which is not volatilized during evaporation of the solvent.

(14) [+13+] INDUSTRIAL SURCHARGE means the additional charge made on those persons or industries who discharge into the sanitary sewer, industrial wastes which are amenable to treatment by the city's wastewater treatment processes but which exceed the normal strength.

(15) INDUSTRIAL USER means an industry that discharges wastewater into the city's sanitary sewers or wastewater treatment plants.

(16) [+14+] INDUSTRIAL WASTE means all water-borne solids, liquids, or gaseous substances resulting from an industrial, manufacturing, or food processing operation, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

(17) [+15+] INDUSTRY means a person or establishment that is recognized and identified in the Standard Industrial Classification Manual, 1972, Executive Office of the President: Office of Management and Budget.

(18) INTERFERENCE means inhibition or disruption of the city's wastewater sewer system, treatment processes, or operations which contributes to a violation of any requirements of city's Federal effluent discharge permit.

(19) [+16+] MILLIGRAMS PER LITER (mg/l) is a weight per volume concentration; the milligram-per-liter value multiplied by the factor 8.34 is equivalent to pounds of constituent per million gallons of water.

(20) NATIONAL CATEGORICAL PRETREATMENT STANDARDS means the national pretreatment standards imposed on existing or new industrial users in specific industrial subcategories, which specify the quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to a wastewater treatment plant.

(21) NATIONAL PRETREATMENT STANDARDS means wastewater quality discharge pretreatment standards that have been established or will be established for industrial categories by the United States Environmental Protection Agency.

(22) [+17+] NORMAL DOMESTIC SEWERAGE means "normal" sewerage for Dallas for which the average concentration of suspended solids and five-day BOD is established at 250 mg/l, each on the basis of the normal daily contribution of 21/100ths pounds per capita.

(23) [+18+] NORMAL DOMESTIC WASTEWATER means water-borne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.

(24) [+19+] PAVED means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb, or gutter and all types of pavement having native stone, crushed rock, or gravel base.

(25) [+20+] PERMITTEE means a person granted a permit under this article.

(26) [+21+] PERSON means an individual, firm, company, industry, municipal or private corporation, association, governmental agency, or other entity.

(27) [+22+] PH means the reciprocal of the logarithm (base 10) of the hydrogen ion concentration of a solution.

(28) PASS THROUGH means the discharge of pollutants through the city's wastewater sewer system, treatment processes, or operations into navigable waters in quantities or concentrations which are a cause of or significantly contribute to a violation of any requirement of the city's Federal effluent discharge permit.

(29) PRETREATMENT STANDARDS means pollutant concentration discharge limitation requirements stipulated in this chapter and Federal Pretreatment Standards promulgated by the United States Environmental Protection Agency.

(30) [~~+23~~] PROPERLY SHREDDED GARBAGE means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particles greater than one-half inch in any dimension.

(31) [~~+24~~] RIGID BASE PAVEMENT means any concrete pavement of Portland cement or asphaltic concrete base pavement, concrete driveway, walk, curb or gutter.

(32) [~~+25~~] SANITARY SEWER means a public sewer which conveys domestic wastewater or industrial wastes, or a combination of both, and into which storm surface, and ground water or unpolluted wastes are not intentionally admitted.

(33) SIGNIFICANT INDUSTRIAL USER means:

(i) any industrial user that discharges 50,000 gallons or more of wastewater into the sanitary sewer system per day, not including cooling water used in air conditioning; or

(ii) any industrial user defined as a categorical user by the United States Environmental Protection Agency; or

(iii) any other industrial user deemed by the director to be a significant nondomestic discharge source that alone or combined with other sources may cause pass through, interference, or sludge contamination in the city's wastewater treatment works and facilities.

(34) [~~+26~~] STANDARD METHODS means the laboratory procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

(35) [~~+27~~] STORM SEWER or STORM DRAIN means a conduit, drainage ditch, stream, or other water course that may carry water to the Trinity River directly or indirectly.

(36) [~~+28~~] SUSPENDED SOLIDS means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids and which, in accordance with standard methods, are removable by a standard, specific laboratory filtration device.

(37) [~~429~~] WASTE MANAGEMENT OPERATOR means a person engaged in the business of receiving, storing, treating, or disposing of industrial waste.

(38) [~~430~~] WASTEWATER means water-carried waste.

(39) [~~431~~] WASTEWATER FACILITIES means all facilities of the city for collecting, pumping, treating, and disposing of sewage.

(40) [~~432~~] WASTEWATER TREATMENT PLANT means the city-owned facilities, devices, and structures used for receiving and treating wastewater from the city wastewater facilities."

SECTION 2. That Chapter 49, "WATER AND SEWERS" of the Dallas City Code, as amended, is amended to include a new Section 49-84.1 as follows:

"SEC. 49-84.1. ENFORCEMENT.

(a) The director and the city environmental health officer shall have the power to enforce the provisions of this article.

(b) The municipal court shall have the power to issue to the city environmental health officer administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this article.

(c) A person who violates any provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine not to exceed \$200.

(d) A culpable mental state is not required to prove an offense under this article. A person is criminally responsible for a violation of this article if:

(i) the person commits or assists in the commission of a violation; or

(ii) the person owns or manages the property or facilities determined to be the source of the illegal discharge under Section 49-99, 49-100, 49-100.1 or 49-107.

(e) This article may be enforced by civil court action as provided by state or Federal law.

SECTION 3. That Section 49-100, "Certain Wastes Prohibited in Sanitary Sewers," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-100. CERTAIN WASTES PROHIBITED IN SANITARY SEWERS.

(a) No person shall discharge, or cause or permit to be discharged into a sanitary sewer:

(1) any inflows or infiltration, as illustrated by, but not limited to, storm water, ground water, roof run-off, subsurface drainage, a downspout, a yard drain, a yard fountain or pond, or lawn spray;

(2) wastewater or industrial waste generated or produced outside the city unless approval in writing from the director has been given the person discharging the waste;

(3) a liquid or vapor having a temperature higher than 150° Fahrenheit (65° Centigrade);

(4) gasoline, kerosene, benzene, naphtha, fuel oil or vapors, or materials, capable of forming a flammable or explosive mixture;

(5) solid or liquid substances in quantities capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater facilities as illustrated by, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues or bulk solids, except when such items as lime slurry or lime residues are used in the treatment of combined storm and wastewater during storm runoff;

(6) a gas or substance capable of forming a gas which either singly or by interaction with other waste may cause objectionable odor, hazard to life, or other conditions deleterious to structures or the city's wastewater treatment processes;

- (7) garbage that has not been properly shredded;
- (8) wastewater exceeding 100 mg/l of oils, fats and grease of the following types: [7]
- (A) floatable grease of any origin;
- (B) free or emulsified grease of petroleum or mineral origin, or both, including, but not limited to;
- (i) cooling or quenching oil;
- (ii) lubrication oil;
- (iii) cutting oil; and
- (iv) non-saponifiable oil;
- (9) a substance having a pH value lower than 5.5 or higher than 10.5;
- (10) metals in the form of compounds or elements in solution or suspension in concentrations exceeding the following:

Arsenic (As)	<u>0.10</u> [0-05]	mg/l
Barium (Ba)	<u>1.0</u>	mg/l
Cadmium (Cd)	<u>1.0</u> [0-10]	mg/l
Chromium (Total)	<u>5.0</u> [3-0]	mg/l
Copper (Cu)	<u>5.0</u> [3-0]	mg/l
Lead (Pb)	<u>5.0</u> [3-0]	mg/l
Manganese (Mn)	<u>1.0</u>	mg/l
Mercury (Hg)	<u>0.01</u> [0-005]	mg/l
Nickel	<u>5.0</u> [3-0]	mg/l
Selenium (Se)	<u>0.05</u>	mg/l
Silver (Ag)	<u>4.0</u> [3-0]	mg/l
Zinc (Zn)	<u>5.0</u> [3-0]	mg/l

(11) heavy metals and toxic material in concentrations prohibited by state or federal regulations including, but not limited to:

Antimony	Rhenium
Beryllium	Strontium
Bismuth	Tellurium
Boron	Fungicides
Cobalt	Herbicides

Molybdenum
Uranylion

Pesticides

unless the permit obtained under Section 49 [48]-107 specifies conditions of pretreatment, concentrations, and volumes;

(12) cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of two mg/l as CN;

(13) chlorides greater than 500 mg/l;

(14) radioactive materials in a manner which will permit a transient concentration higher than 100 microcuries per liter;

(15) sulfides greater than 10.0 [5+0] mg/l;

(16) sulfates in concentrations which are not amenable to treatment;

(17) emulsified grease of animal or vegetable origin in concentrations which are not amenable to treatment;

(18) unusual taste or odor producing substances, unless pretreated to a concentration acceptable to the director, so that the material does not;

(A) cause damage to collection facilities;

(B) impair the city's treatment processes;

(C) incur treatment cost exceeding those of normal sewage; or

(D) render the water unfit for stream disposal or industrial use;

(19) BOD or suspended solids in excess of 250 mg/l;

(20) a discharge of water, wastewater, or industrial waste which in quantity of flow, exceeds for any period of duration longer than 15 minutes, more than four times the average 24 hour flow during normal operation;

(21) total dissolved solids in concentrations which are not amenable to treatment;

(22) COD in concentrations which are not amenable to treatment;

(23) any other substance which is determined by the director to be not amenable to treatment;

(24) organic chemical substances in concentrations exceeding the following:

<u>Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Phenol</u>	<u>0.10</u>	<u>mg/l</u>
<u>Toluene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Isopropyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Acetone</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methylene Chloride</u>	<u>1.0</u>	<u>mg/l</u>
<u>Ethyl Benzene</u>	<u>1.0</u>	<u>mg/l</u>
<u>Methyl Alcohol</u>	<u>10.0</u>	<u>mg/l</u>
<u>Methyl Ethyl Ketone</u>	<u>10.0</u>	<u>mg/l</u>

(25) insecticides and herbicides in concentrations which are not amenable to treatment;

(26) Poly-chlorinated biphenyls.

(b) If a person discharges a substance into the sanitary sewer in violation of this section, the director may:

(1) terminate the service of water or sanitary sewer to the premises from which the substance was discharged; or

(2) require pretreatment or control of the quantities and rates of discharge of waste to bring the discharge within the limits established by this section.

(c) Action taken by the director under Subsection (b) does not prevent the use of other enforcement methods available to the city.

(d) If national pretreatment standards more stringent than those prescribed in this article are promulgated by the United States Environmental Protection Agency for certain categories of industries, the more stringent national pretreatment standards will apply to the affected industrial user.

(e) The director may grant variances in compliance dates to industries when, in his opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the director grant variances for compliance dates to industries affected by National Categorical Pretreatment Standards beyond the compliance dates established by the United States Environmental Protection Agency.

(f) The director may establish regulations to control the disposal and discharge of industrial waste into the city's wastewater facilities."

SECTION 4. That Section 49-106, "Right of Entry of City Employees," of CHAPTER 49, "WATER AND SEWERS", of the Dallas City Code, as amended is amended to read as follows:

"SEC. 49-106. RIGHT OF ENTRY OF CITY EMPLOYEES.

The [water-superintendent] director, the city environmental health officer, and other duly authorized employees of the city acting as their [his] duly authorized agents and bearing proper credentials and identification, shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article.

SECTION 5. That Section 49-107, "Permit Required for Discharge of Industrial Waste; Application; Exemptions," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-107. PERMIT REQUIRED FOR DISCHARGE OF INDUSTRIAL WASTE; APPLICATION; EXEMPTIONS.

(a) A significant industrial user [person] shall not discharge, or allow to be discharged, industrial waste into the sanitary sewer without obtaining and maintaining a valid permit from the director.

(b) Application for a permit must be made to the director upon a form provided for the purpose and must be accompanied by plans and specifications for pretreatment facilities if pretreatment is required. The director may establish further regulations and procedures not in conflict with this chapter or other laws, regarding the granting and enforcement of permits.

(c) The director shall issue a permit if [he-determines that]:

(1) the director determines that pretreatment facilities are adequate for efficient treatment of discharged waste[+] and comply with the waste concentration level requirements of Section 49-100 or with national pretreatment standards, whichever is applicable; or

(2) the applicant has submitted:

(A) an expected compliance date,

(B) an installation schedule of approved pretreatment devices,

(C) a self-monitoring program prepared in accordance with all applicable Federal pretreatment standards promulgated by the United States Environmental Protection Agency; or

(3) [~~2~~] applicant is not discharging waste in violation of Section 49-100 other than excessive BOD or suspended solids. [~~and~~]

[~~3~~]-applicant-is-in-compliance-with-applicable federal, state, and local laws and regulations.

(d) Permits granted under this section are not transferrable or assignable.

[~~a~~] Residential-premises-and-class-group-users-paying-an industrial-surcharge-under-Section-49-118-are-exempted-from this-section.] "

SECTION 6. That Section 49-108, "Denial of Suspension of Permit," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-108. DENIAL OR SUSPENSION OF PERMIT.

(a) The director may deny a permit if he determines that an applicant is not qualified under Section 49-107(c) and may suspend a permit if he determines that a permittee:

- (1) is not qualified under Section 49-107(c);
- (2) has violated a provision of this article; [or]
- (3) has failed to pay a fee required by this chapter;

(4) has failed to comply with applicable Federal pretreatment standards and requirements; or

(5) has failed to comply with the compliance schedule required under Section 49-107 (c) (2).

(b) After suspension under this section, a permittee may file a request for reinstatement of the permit. When the director determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, he shall reinstate the permit.

(c) A permittee whose permit is suspended shall not discharge industrial waste into the sanitary sewer.

(d) The director may amend a permit with additional requirements to assure compliance with applicable laws and regulations."

SECTION 7. That Section 49-112.1, "Sampling of Water," of CHAPTER 49, "WATER AND SEWERS," of the Dallas City Code, as amended, is amended by adding a new subparagraph (c), to read as follows:

"(c) The director shall conduct inspection, surveillance and monitoring procedures to determine whether an industrial user is in compliance with applicable pretreatment standards and requirements. The inspection, surveillance, and monitoring must be independent of information received from the self-monitoring reports program."

SECTION 8. That a person violating a provision of this Ordinance, upon conviction, is punishable by a fine not to exceed \$200.

SECTION 9. That CHAPTER 49, "WATERS AND SEWERS," of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. That the terms and provisions of this Ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 11. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

ANALESIE MUNCY, City Attorney

By Lawrence J. Hall
Assistant City Attorney

Passed and correctly enrolled JUL 13 1983