

WHOLESALE WASTEWATER SERVICES AGREEMENT
BETWEEN
CITY OF BASTROP
AND
CORIX UTILITIES (TEXAS) INC.

This WHOLESALE WASTEWATER SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between CITY OF BASTROP, a Texas home rule municipality (“City”) and CORIX UTILITIES (TEXAS) INC., a Delaware corporation (“Corix”). In this Agreement, Bastrop and Corix are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

1. City is the owner and operator of municipal water and wastewater systems that it operates to provide retail and wholesale water and wastewater services.
2. Corix is the owner and operator of multiple water and wastewater systems that it operates to provide retail water and wastewater services to its customers.
3. Corix desires to obtain wholesale wastewater treatment and disposal services from the City so that Corix may provide retail wastewater services to certain lands located within its certificated service territory (the “Wholesale Service Area,” as hereinafter defined), and City desires to provide such services to Corix.
4. Corix will be responsible for construction of the wastewater line improvements necessary to collect wastewater from Corix’s customers within the Wholesale Service Area, as defined herein, and to deliver such wastewater to the Point of Entry, as defined herein.
5. Subject to Corix’s compliance with the provisions of this Agreement, City represents that the City System (as hereinafter defined) will be capable of providing Wholesale Wastewater Services (as hereinafter defined) to Corix, and City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Services to Corix under this Agreement and to the other customers of the City System under other agreements, with all costs of the City System, as more fully defined herein, to be recovered in a fair and equitable manner through the rates and charges of City.
6. City and Corix now desire to execute this Agreement to evidence the agreement of City to provide Wholesale Wastewater Services, as more fully defined herein, to Corix under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Corix agree as follows.

ARTICLE I
DEFINITIONS

Section 1.01 Definition of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below:

“Agreement” means this Wholesale Wastewater Services Agreement.

“City” means the City of Bastrop.

“City Connection Facilities” means the Metering Facility and/or that portion of the Interceptor located on the City’s side of the Point of Entry.

“City Service Ordinances” means the City ordinances and rules governing wholesale wastewater service, as amended by the City Council from time to time, and applicable to Corix under the express provisions of this Agreement.

“City System” means all of the Wastewater equipment and facilities of City that are used for the collection, transportation, treatment, or disposal of Wastewater received from Corix System and any expansions thereof required to make service available at the levels established in this Agreement. The City System shall include the Connection Facilities upon completion of construction and conveyance to the City but shall not include any of the internal wastewater collection and pumping facilities, and associated connection facilities that are owned by Corix in its retail wastewater service areas.

“Connection Facilities” means the wastewater facilities to be constructed by or on behalf of Corix and conveyed to City in accordance with the terms of this Agreement. The Connection Facilities generally consist of the Interceptor and Metering Facility, together with all related facilities, equipment and appurtenances.

“Connection Facilities’ Costs” means the costs incurred by or on behalf of Corix relating to the design, permitting and construction of the Connection Facilities including acquisition of easements for the Connection Facilities, as more particularly described in Section 4.05.

“Conveyance Date” means the date on which the City Connection Facilities are conveyed by Corix to City in accordance with Section 3.11 below.

“Costs of the System” means all of City’s costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the City System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the City System in accordance with policies of the City Council. Notwithstanding the foregoing, because City is providing Wholesale Wastewater Services to Corix and retail wastewater service to other customers from City’s System, the term “Costs of the System” shall not include retail billing and customer service costs or any costs properly attributed to the provision of retail wastewater service for facilities not used by and useful by to City for the provision of wastewater service to the Wholesale Service Area from the City System, such as costs of retail collection lines, and individual retail customer service lines.

“Corix” means Corix Utilities (Texas) Inc. and its successors and permitted assigns.

“Corix System” means the facilities of Corix to be constructed for collection and transportation of Wastewater from Corix’s retail customers to the Point of Entry into the City System. Corix System shall be owned, operated, and maintained by Corix and shall not include any portion of the Connection Facilities.

“Effective Date” means the date this Agreement has been executed by both Corix and City.

“Emergency” means: a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or, a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of City. The term includes Force Majeure and acts of third

parties that cause the City System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

“Environmental Protection Agency” or “EPA” means the United States Environmental Protection Agency.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than City or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“Infiltration” means water that enters Corix System through defects such as cracks or breaks in the piping, manholes or other appurtenances.

“Inflow” means water that enters Corix System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.

“Interceptor” means the wastewater line and related appurtenances that will be constructed by Corix as a condition of Wholesale Wastewater Services. That portion of the Interceptor located on the City’s side of the Point of Entry shall be conveyed to the City and shall be owned by the City as part of the City System. That portion of the Interceptor located on Corix’s side of the Point of Entry shall be retained by Corix as part of the Corix System.

“LUE” or “Living Unit Equivalent” means an amount of Wholesale Wastewater Service sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on American Water Works Association (“AWWA”) water meter size equivalents in accordance with City Rules and Policies.

“Metering Facility” means the Wastewater flow meter, meter vault and all metering and telemetering equipment required to measure Wholesale Wastewater Service provided by City pursuant to this Agreement to be located at the Point of Entry.

“Minimum Monthly Charge” means the monthly charge by the City to Corix for the provision of Wholesale Wastewater Service by the City to the Wholesale Service Area as described in Sections 4.01 and 4.03 below.

“Peak Hour Flow Rate” means the highest metered and/or calculated flow rate delivered cumulatively from the Wholesale Service Area to the City System under any operational condition, including Inflow and Infiltration.

“Permit” means TPDES Permit No. WQ0011076002 issued by TCEQ and any future permit issued by TCEQ to City authorizing the treatment and disposal of treated wastewater effluent generated at the Plant.

“Plant” means the wastewater treatment plant or plants that is or are a part of the City System and as described in the Permit.

“Point of Entry” means the location at which all Wastewater will pass from Corix System into City’s System, which shall be the location generally identified in Exhibit “B.”

“Prohibited Wastes” means those substances and waste prohibited from being discharged into the City System as described in the City Service Ordinances and/or in the Permit.

“TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

“Volume Charges” means the monthly charge assessed by the City to Corix for the provision of Wholesale Wastewater Service to the Wholesale Service Area determined by the volume of wastewater delivered as measured by the Metering Facility and as described in Sections 4.01 and 4.03 herein.

“Waste or Wastewater” means liquid or water-borne pollutants, contaminants, solid and hazardous waste, hazardous substances, including, without limitation, sewage, domestic and industrial waste,, whether separate or commingled.

“Wastewater Impact Fee” means a charge imposed per wastewater LUE in the Wholesale Service Area pursuant to Chapter 395 of the Local Government Code for funding the City’s costs of wastewater capital improvements or facility expansions necessary to serve the Wholesale Service Area. The Wastewater Impact Fee shall include only those capital improvements that are used or useful for the provision of Wholesale Wastewater Services to Corix under this Agreement in accordance with the methodology set forth in Exhibit “C.” The Wastewater Impact Fee may be updated from time to time by the City based on capital improvement costs incurred by the City for capital improvements that are used and useful for the provision of Wholesale Wastewater Service to Corix.

“Wastewater Impact Fee Credit” means the credit against Wastewater Impact Fees granted by City to Corix under this Agreement for the Connection Facilities Costs, as more particularly described in Section 4.05.

“Wholesale Service Area” means the territory more particularly described or depicted in Exhibit “A” attached hereto.

“Wholesale Service Commitment” means the agreed upon minimum of 1 million gallons per day of Wholesale Wastewater Service to be made available by City to Corix under this Agreement for the Wholesale Service Area.

“Wholesale Wastewater Service” means the reception, transportation, treatment, and disposal of Wastewater to be provided by City to Corix under this Agreement and in accordance with applicable provisions of the City Service Ordinances.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II
PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service; Levels.

(a) Subject to the terms and conditions of this Agreement and the requirements of applicable law, City agrees to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment. City agrees to expand and improve the City System as necessary in order to provide adequate Wholesale Wastewater Service to Corix to meet retail service demands within the Wholesale Service Area in a quantity equal to the Wholesale Service Commitment.

(b) Corix may amend the quantity of Wholesale Wastewater Service from time to time by no less than twelve (12) months’ prior written notice to City. In the event of a reduction of the Wholesale Service Commitment, City shall revise the Minimum Monthly Charge and Volume Charge effective the first month after the expiration of 12 months, at which time the Wholesale Service Commitment shall be reduced according to Corix’s notice. In the event of a requested increase in the Service Commitment, the Parties shall negotiate in good faith the terms for additional Wholesale Wastewater Service, but City shall be under no obligation to furnish the additional Wholesale Wastewater Service except as it otherwise agrees in its sole

discretion. City may obligate Corix to fund the costs of expansion of the City System as a condition of additional Wholesale Wastewater Service.

(c) In the event the provision of Wholesale Wastewater Service in a quantity equal to the Wholesale Service Commitment requires City to expand its Plant, City agrees to commence construction of the expansion when the average daily or annual average flow of wastewater into the wastewater treatment plant reaches 90% of the permitted average daily flow for three consecutive months (in accordance with current TCEQ rules at 30 Tex. Admin. Code Sec. 305.126) or as otherwise necessary to make service available as development progresses within the Wholesale Service Area in a quantity not to exceed the Wholesale Service Commitment.

(d) The Wholesale Service Commitment shall be subject to the following additional limitations:

1. The Peak Hour Flow Rate shall not exceed 695 gallons per minute during dry conditions and 1,388 gallons per minute during wet weather conditions.
2. The quality of Wastewater delivered to the City System shall comply with applicable

provisions of the City Service Ordinances. Wastewater delivered to the City System shall not include Prohibited Wastes.

(e) The Parties agree that any increase in the agreed Peak Hour Flow Rate of Wholesale Wastewater Service that City provides to Corix under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. The Parties agree that the foregoing Peak Hour Flow Rate of Wholesale Wastewater Service shall apply only to Wastewater generated within the Wholesale Service Area. Under no circumstances shall Wastewater generated from other City customers that tie into the Connection Facilities be included in the calculation of the Peak Hour Flow Rate and the daily permitted biochemical oxygen demand (“BOD”) of Wholesale Wastewater Service provided to the Wholesale Service Area.

(f) Discharges by Corix into the City System shall consist only of Wastewater that the City System is capable of handling:

- 1) so that the effluent and sludge from the City System meets the current legal regulatory standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent and sludge, as amended from time to time; and
- 2) that meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

(g) Corix agrees that it shall adopt and enforce any pretreatment requirements for its retail customers as may be necessary to ensure the quality of Wastewater Corix delivers to the City pursuant to this Agreement meets the requirements of this Section.

Section 2.02 Conditions Precedent for Wholesale Wastewater Service. The provision of Wholesale Wastewater Service to Corix is subject to the prior completion of construction by or on behalf of Corix, and acceptance by City, of the Connection Facilities.

Section 2.03 Sole Provider.

(a) For so long as the City meets its obligations under this Agreement, City will be the sole source of Wholesale Wastewater Service to Corix for the Wholesale Service Area unless City consents in writing to Corix’s conversion to another wholesale provider. Under the terms and conditions set forth herein, City shall be entitled to provide Wholesale Wastewater Service to Corix for the Wholesale Service Area from any source of treatment capacity available to City.

(b) Notwithstanding the foregoing, the Parties recognize that the provision of retail wastewater service to new connections within the Wholesale Service Area may not be economically viable in all cases due to the costs of extension of improvements required to connect the property to the Interceptor. The City agrees that interim service may be furnished by Corix to individual properties when it is economically infeasible to provide service to an applicant by connection of the applicant's property to the Interceptor but the Parties shall cooperate in good faith to cause connection of such areas to the Interceptor when economically viable.

Section 2.04 Wholesale Service Commitment Not Transferable. City's commitment to provide Wholesale Wastewater Service is solely to Corix (and its successors and permitted assigns) and solely for the Wholesale Service Area. Corix may not assign or transfer in whole or in part its right to receive Wholesale Wastewater Service without City's prior written approval.

Section 2.05 Corix Responsible for Retail Connections. Corix will be solely responsible for providing retail wastewater service within the Wholesale Service Area. Corix shall not provide wastewater services received under this Agreement to any entity, private or public, other than Corix's retail customers located within the Wholesale Service Area. Corix will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the City Service Ordinances, of State and federal laws and regulations, and for the proper and lawful application of Corix's policies and regulations governing connection to the Corix System.

Section 2.06 Curtailment of Service. The Parties agree that, if Wastewater Service is curtailed by City when necessary for good cause to other similarly-situated customers of the City System, City may impose a like curtailment, with notice to Corix, on Wholesale Wastewater Service delivered to Corix under this Agreement. City will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit City from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance.

Section 2.07 Cooperation During Maintenance or Emergency. Corix will reasonably cooperate with City during periods of Emergency or required maintenance. If necessary, upon prior notice, Corix will operate and maintain Corix System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.08 Corix Prevention of Infiltration and Inflow. It will be Corix's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to the Corix System. Without limitation, Corix will prohibit the discharge of drainage water and stormwater run-off into the Corix System.

Section 2.09 Construction and Testing Criteria for Corix Sewer Connections.

(a) All tests required by the design criteria and specifications of the State of Texas will be at Corix's or its customer's expense.

(b) Corix agrees that the physical connection of each service line to the local Wastewater facility will be the responsibility of Corix, will be inspected, and will not be left to the discretion of the plumber or contractor. Corix may inspect the connections with its own personnel or may retain a third party inspector for such purposes. All inspection results shall be furnished to City upon request.

(c) Corix agrees that it will maintain strict supervision and maintenance of its local Wastewater facilities to prohibit unpermitted connections such as roof drains or any other means by which surface drainage, *i.e.* stormwater run-off, can enter local Wastewater facilities and then discharge to the City System.

(d) Connections made to the Corix System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas.

Section 2.10 Liability of Corix. As between the Parties, liability for damages to third persons arising from the reception, transportation, delivery, treatment and disposal of all Wastewater will remain with Corix to Point of Entry. As between the Parties, liability for damages to third persons will pass to City at the Point of Entry to City's System.

Section 2.11 Liability of City. Subject to the foregoing, City will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such Wastewater received by it at Point of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause City to have liability for damages to the City System or to third persons arising from the delivery by Corix of Prohibited Wastes. Similarly, this Agreement shall not be construed as a waiver of any governmental immunity that the City or Corix may enjoy with respect to any claims brought by third party persons or entities.

Section 2.12 City Treatment and Use of Wastewater. City may treat the Wastewater delivered by Corix pursuant to this Agreement and dispose of the effluent generated thereby in such manner as may be provided in the Permit or other applicable TCEQ authorization in its sole discretion.

Section 2.13 Right of Entry. Corix agrees to provide City the right of entry and access to the Corix System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service.

Section 2.14 Confirmation of Service Availability. When requested by Corix, the City shall issue letters of service availability or other evidence of service commitment consistent with Corix's obligations under this Agreement, to a developer in the Wholesale Service Area, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area. The City Manager and Public Works Director of the City are each authorized to issue such letters of service availability, and shall do so within ten (10) days of receipt of a written request by Corix.

ARTICLE III **DESIGN AND CONSTRUCTION OF CONNECTION FACILITIES**

Section 3.01 General. Corix shall construct and install, or cause the construction and installation of, the Connection Facilities at its sole cost and expense in accordance with the terms and conditions of this Agreement. The Parties contemplate installation of the Connection Facilities generally at the location depicted in **Exhibit "B."** Notwithstanding the foregoing, in the event that Corix is unable to secure any of the Required Easements after utilizing good faith efforts, including eminent domain proceedings, then the Connection Facilities may be relocated into public rights-of-way at locations approved by the City.

Section 3.02 Design and Engineering of Connection Facilities.

(a) The Connection Facilities must be designed by a Texas Licensed Professional Engineer in accordance with the requirements of the Texas Commission on Environmental Quality.

(b) Corix shall submit to the City for review and approval prior to the commencement of construction of the Connection Facilities: (i) preliminary engineering report including facility layout and budgets itemized by facility ownership; (ii) final engineering report including plans, specifications, contract

documents and detailed itemized budgets by facility ownership; and (iii) documentation that all required easements, rights of way, and local, state and federal permits (if applicable) for the Connection Facilities construction have been secured.

(c) Corix shall submit all final plans and specifications for construction of the Connection Facilities to City for review and approval prior to commencement of construction of the Connection Facilities. City approval shall not be unreasonably withheld, delayed or denied provided the plans and specifications comply with all applicable requirements of TCEQ. The City agrees to review all plans and specifications and either approve the plans and specifications, or provide written comments specifically identifying the required changes, within twenty one (21) days after the submittal.

Section 3.03 Corix Payment for Construction and Installation of the Connection Facilities.

(a) Corix agrees to pay for, or cause to be paid, the costs of design and construction of the Connection Facilities. In addition, Corix agrees to pay for, or cause to be paid, the costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, and sites required as part of the Connection Facilities as those costs become due.

(b) City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Corix in connection with the construction of the Connection Facilities.

Section 3.04 Easement Acquisition.

(a) At Corix's sole discretion, the Connection Facilities may be located in private easements dedicated to Corix, or may be located within public rights-of-way.

(b) Notwithstanding the foregoing, the City shall determine whether the City Connection Facilities shall be located in easements or public rights -of-way. In the event the City elects for such facilities to be located in easements, the City shall be solely responsible for securing the easements at its sole cost and expense.

Section 3.05 Construction of Facilities.

(a) Corix agrees to provide not less than ten (10) days' prior written notice to City of the date on which construction is scheduled to begin on the Connection Facilities.

(b) Corix agrees to use its reasonable and good faith efforts to ensure that the Connection Facilities shall be constructed in a good and workmanlike manner and that all material used in such construction shall be free from defects and fit for its intended purpose.

(c) Corix shall construct the Connection Facilities in compliance with any and all applicable local, state, and federal regulations.

(d) Any variance to the requirements within this Agreement must be submitted in writing to City and is subject to City's sole discretion and approval. If the City or its designees determine that Connection Facilities as constructed by Corix are not in compliance with any specifications as approved by City, then City may pursue any remedy provided in this Agreement.

Section 3.06 Inspection of Facilities.

(a) City will have the right to inspect the construction of the City Connection Facilities at the City's sole cost and expense. Corix will, at its sole cost, provide City with documentation of third party inspections, testing and reports relating to the construction of the Connection Facilities.

(b) Upon completion of the Connection Facilities, Corix shall provide City with a certificate of completion from the project engineers certifying that the Connection Facilities have been completed substantially in accordance with the approved specifications or otherwise approved by City in response to Corix's variance request. Corix will respond to and repair any outstanding items identified in writing by City. The City shall provide written confirmation of satisfactory completion of the Connection Facilities. City's letter to Corix confirming that all outstanding project items have been completed shall be the "Completion Date."

Section 3.07 Corix Warranties, and Bonds

(a) Duty to Repair and Warranty. Except as otherwise specified, Corix agrees to repair all defects in materials, equipment or workmanship appearing within two (2) years from the Completion Date to comply with the approved specifications for the City Connection Facilities. Upon receipt of written notice from City of the discovery of any defects, Corix shall promptly and at its own cost remedy the defects and replace any property damaged therefrom, or may cause the contractor to do so. In case of Emergency where delay would cause serious risk of loss or damage to City or its customers, or if Corix, after notice, fails to proceed promptly toward such remedy within 30 days or within another period of time which has been agreed to in writing, City may have defects in the Connection Facilities corrected in compliance with the terms of this warranty and guarantee, and Corix shall be liable for all expenses incurred by City in so doing.

(b) Assignment of Warranty Obligations. In addition to Corix's duty to repair, as set forth above, Corix expressly assumes all warranty obligations under the approved plans and specifications for specific components, materials, equipment or workmanship of the Connection Facilities. Corix may satisfy its duty to repair and warranty by obtaining and assigning to City, by written instrument in a form approved by counsel for the City, a complying warranty from a manufacturer, supplier, or contractor providing the warranty for one year from the Completion Date. Where an assigned warranty is tendered and accepted by City that does not fully comply with the requirements of the approved specifications, Corix agrees that it shall remain liable to City on all elements of the required warranty that are not provided by the assigned warranty.

(c) General Requirements for Performance and Payment Bonds.

1) The Cost of the Facilities (herein "Cost of the Facilities") shall be based on the construction contract(s) issued by (or on behalf of) Corix to its contractor for the Connection Facilities (in addition to permitting and easement acquisition costs funded by Corix).

2) When Performance Bonds and/or Payment Bonds are required, each shall be issued as security for the faithful performance and/or payment of all Corix's obligations under this Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent U.S. corporate surety that is authorized to do business in the State of Texas, and shall meet any other requirements established by State of Texas or Federal law. The bonds shall be executed or countersigned by a Texas resident agent.

3) If the surety on any Bond furnished by Corix is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of this Agreement, Corix shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Agreement.

(d) Maintenance Bond. Corix agrees to arrange for its general contractor to provide to City not later than the Completion Date a maintenance bond in a form approved by counsel for City, for an amount not less than 25% for the cost of the City Connection Facilities for the repair of all defects in materials, equipment or workmanship appearing in the Connection Facilities within two (2) years from the Completion Date.

Section 3.08 Insurance.

(a) The contract for construction of the Connection Facilities shall require the construction contractor (“Contractor”) to provide and maintain the types and minimum coverages of insurance specified below from the time Corix issues a notice to proceed for construction of the Connection Facilities and extending until the Completion Date.

(b) The Contractor shall be required to present Corix with a current insurance certificate showing the required coverages before any workers or materials are brought to the construction site for the Connection Facilities. City, its employees, officers, and its professional consultants, legal representatives and agents will be named as an additional insured on such insurance certificate. The insurance coverages shall include, and the certificates shall reflect, carrier’s written endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Corix.

(c) If the Contractor engages subcontractors for construction, the Contractor shall either provide coverage for subcontractors in the Contractor’s insurance policies or require each subcontractor to secure insurance of the same types and with the same coverage limits as Contractor’s.

(d) The Contractor’s insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued. Such insurance shall include, at a minimum, coverage for the following types of claims that might arise out of the construction of the Facilities:

- 1) claims under workers’ compensation, disability benefits, and other similar employee benefit laws;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of any person;
- 3) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, wherever located, including loss of use resulting therefrom;
- 4) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) the policies of insurance so required by this section to be purchased and maintained shall include at least the specific coverages for, and shall be written for not less than, the Cost of the Connection Facilities, or as required by law, whichever is greater.

Section 3.09 Conveyance of Facilities and Associated Property

(a) Upon the Completion Date, all facilities located on the City’s side of the Point of Entry shall be deemed owned by the City. Notwithstanding the foregoing, Corix agrees to provide a bill of sale or other conveyance instrument reasonably satisfactory to the City to evidence such conveyance upon request of the City.

(b) Upon the Completion Date, Corix will be responsible for ownership, operation and maintenance of the Interceptor located on its side of the Point of Entry, and City shall be responsible for ownership, operation, and maintenance of the City Connection Facilities.

ARTICLE IV
RATES AND CHARGES

(a) Wholesale Wastewater Rates, Fees and Charges. Corix will pay City for the Wholesale Wastewater Service provided under this Agreement based on rates, charges and fees for the Wholesale

Wastewater Service set by the City Council for its wholesale wastewater customers and amended from time to time. The rates, charges and fees for Wholesale Wastewater Service shall consist of the following:

- 1) Minimum Monthly Charge, which is equal to \$1.75 per wholesale service meter as of the Effective Date;
- 2) Volume Charges, which is equal to \$5.18 per 1,000 gallons as of the Effective Date; and
- 3) Wastewater Impact Fees, as adjusted by this Agreement.

(b) The Minimum Monthly and Volume Charges shall be calculated by City in accordance with standard ratemaking principles for wholesale service; shall be just, reasonable, and non-discriminatory; and shall be based on the Costs of the System at the time of adoption. Wastewater Impact Fees shall be calculated by City in accordance with the applicable provisions of Chapter 395, Texas Local Government Code, and modified in accordance with the methodology set forth in this Agreement.

(c) Corix's obligation to commence payment of the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees shall commence the first month subsequent to the Completion Date and delivery of Wastewater to the City System. The City shall have no obligation to provide Wholesale Wastewater Services prior to the Completion Date.

Section 4.02 Amendment of Wholesale Rates, Fees and Charges, Notices to and Review by Corix.

(a) City may amend the Minimum Monthly Charge, Volume Charges and Wastewater Impact Fees from time to time as approved by the City Council.

(b) City will provide Corix with at least ninety (90) days prior written notice of any increases to the Minimum Monthly and Volume Charges. Written notice shall include the proposed new rates, and a cost of service study. Notice of changes to the Wastewater Impact Fee is governed by the provisions of Section 4.04(a) below.

(c) Corix will have the right to inspect and copy, at its expense, City's books, and records to verify any statement, billing, charge, computation, or demand made to Corix by City. City agrees to make all such information available to Corix for inspection and copying with reasonable promptness during normal business hours.

Section 4.03 Volume and Minimum Monthly Charges.

(a) City will measure Wastewater flows monthly based on monthly readings of the Metering Facility. The total of these amounts multiplied by the Volume Charge will be used by City to compute the monthly bill for the Volume Charges as provided in Section 5.02 below.

(b) Upon the commencement of delivery of Wastewater to the City System, Corix will pay to the City the Minimum Monthly Charge.

Section 4.04 Wastewater Impact Fees.

(a) Except for those Wastewater Impact Fees that are credited in accordance with the terms of Section 4.05 below, Corix shall be obligated to pay City a Wastewater Impact Fee that is based upon City's most recently-approved fee for each new retail wastewater customer that connects to the Corix System and receives wastewater service provided under this Agreement. For the term of this Agreement, the Wastewater Impact Fee will be the amount established from time to time in the City Service Ordinances, provided that no increase in the Wastewater Impact Fee will become effective for Corix until the City has given at least ninety days prior written notice of the change to Corix, and any such increases shall be applied to connections

made in the Wholesale Service Area in accordance with Chapter 395, Texas Local Government Code, in order to allow Corix adequate time to make corresponding changes to its Tariff. The Wastewater Impact Fee paid for each new retail wastewater connection to the Corix System shall be due and payable to City within thirty (30) days after the end of each calendar quarterly period in which the new retail wastewater connection is made.

(b) Within thirty (30) days after the end of each calendar quarter after the Completion Date, Corix shall submit a monthly report to City, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Wastewater Impact Fee is being made and/or a credit being applied for the calendar quarter in question. The City reserves the right to audit all Corix submitted data and modify Corix's claimed LUE calculations in accordance with the City Service Ordinances. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. Unless changed by written notice in accordance with Section 9.09, the Wastewater Impact Fees and monthly reports required by Section 5.07 and this subsection will be submitted to the following address:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

(c) The Wastewater Impact Fee will be designed to fund or recover all or a part of the Costs of the City System for capital improvements or facility expansions used or useful to provide Wholesale Wastewater Services in accordance with the methodology set forth in Exhibit "C". Upon payment (or credit), Corix will have a guaranteed reservation of capacity in the City System for the number of LUEs for which a Wastewater Impact Fee has been paid or credited. The Wastewater Impact Fee will be reasonable and just and established in accordance with the provisions of this Agreement.

Section 4.05 Wastewater Impact Fee Credit. As consideration for the design, construction and conveyance of the Connection Facilities, City shall credit Corix with the payment of Wastewater Impact Fees (the "Wastewater Impact Fee Credit") in an amount equal to all costs and expenses incurred by or on behalf of Corix relating to the design, construction, inspection and permitting of the Connection Facilities and acquisition of easements related thereto, including all surveying, appraisal, legal, condemnation and other costs related thereto (collectively, the "Connection Facilities Costs"), including, without limitation, all costs of design, engineering, materials, labor, construction, inspection, and testing arising in connection with the Connection Facilities; all payments arising under any contracts entered into for the construction of the Connection Facilities; all costs incurred by or on behalf of Corix in connection with obtaining governmental approvals, certificates, or permits required for the Connection Facilities; all costs and expenses incurred by or on behalf of Corix in connection with obtaining the easements, rights-of-way, or sites required as a part of the construction of the Connection Facilities. At City's request, Corix shall agree to furnish documentation in reasonable detail evidencing and supporting the Connection Facilities Costs. Commencing on the Completion Date, Corix will be credited with the payment of Wastewater Impact Fees for each new retail wastewater connection to the Corix System, and each then existing wastewater connection to the Corix System that connects to the Connection Facilities, until the Wastewater Impact Fee Credit is exhausted.

Section 4.06 Corix Wastewater Rates and Charges. Corix will determine and charge its retail Wastewater customers such rates in accordance with its tariff. During the term of this Agreement, Corix will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to Corix, to produce the amount necessary to operate, repair, and maintain Corix System, and to pay the cost of Wholesale Wastewater Service from City. Corix will establish retail rates consistent with AWWA ratemaking principles. Corix will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.07 Corix Fees. The Parties acknowledge that Corix has the right to the extent allowed under applicable law to assess, charge, and collect contributions in aid of construction, or other service fees, rates, taxes, or other charges. This Agreement will not be construed to require, limit, or restrict the authority of

Corix to implement the same. Corix will be solely responsible for the assessment and collection of such fees and charges and for ensuring that all fees, rates, and charges Corix elects to charge are in compliance with applicable law.

Section 4.08 Verification of Corix Connections. For verification of the Wastewater Impact Fees paid to City and for any other purpose, Corix shall make available for inspection and copying during regular business hours, at City's expense, all records for retail connections to the Corix System. In addition, City shall have the right to inspect Corix System at any time, at City's sole expense, after giving Corix written notice of its intention to inspect and allowing the opportunity for Corix to be present, to verify the type and amount of retail connections made or the condition of Corix System and Corix will provide lawful access to City for this purpose.

ARTICLE V
WHOLESALE BILLING METHODOLOGY, REPORTS
AND OTHER RELATED MATTERS

Section 5.01 Monthly Statement. For each monthly billing period, City will forward to Corix a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by Corix for Wholesale Wastewater Service provided to Corix during the previous monthly billing period. Corix will pay City for each bill submitted by City to Corix by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to City Hall in Bastrop County, Texas, upon prior arrangement. If payments will be made by bankwire, Corix shall verify wiring instructions. Payment must be received at City Hall or bank by the due date in order not to be considered past due or late. In the event Corix or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, Corix shall pay in addition City's then-current, Council-approved wholesale wastewater contract late payment charges on the unpaid balance of the invoice.

Section 5.02 Monthly Billing Calculations. City will compute the Minimum Monthly Charge and Volume Charges included in the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of the Metering Facility. The total of these amounts multiplied by the wholesale Wastewater rate, set from time to time by the City Council, will be used to compute the monthly bill for the Volume Charge.

Section 5.03 Infiltration and Inflow; Winter Averaging. Corix acknowledges that water entering the City System from Corix System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for Corix. Therefore, Corix agrees to pay, as part of the Minimum Monthly Charge and Volume Charge, for Infiltration and Inflow originating within the Wholesale Service Area without abatement in the same manner and cost as other Wastewater entering City's System from Corix's System.

Section 5.04 Effect of Nonpayment. With respect to monthly billings, if City has not received payment from Corix by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, City will notify Corix, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if Corix or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from City, then City may, at its discretion, terminate or reduce the level of Wholesale Wastewater Service to Corix until Corix or its assignee makes payment is made.

Section 5.05 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of Corix to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to Corix under this Agreement.

Section 5.06 Metering Facility Accuracy; Calibration.

(a) The City shall own the Metering Facility, which Corix shall pay for, and it shall be calibrated each calendar year by the City at City's sole cost and expense (and such costs may be included in the Costs of the System). The City shall provide not less than 48 hours' prior written notice of each such calibration, and a representative of Corix may be present to observe each calibration.

(b) The Metering Facility may be calibrated at any reasonable time, and shall be tested at least annually, by either Party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other Party to witness the calibration. In the event any question arises at any time, but not more than a frequency of once per consecutive 12-month period without mutual consent of both Parties, as to the accuracy of the Metering Facility, then the Metering Facility shall be tested by City promptly upon demand of Corix. The expense of such test shall be borne by Corix if the Metering Facility is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter and by City if the Metering Facility is found not to be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Metering Facility is found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the Metering Facility shall be corrected at the rate of its inaccuracy for any period which is definitively known or agreed upon and City shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- 1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- 2) a period extending back one-half of the time elapsed since the last previous test;

and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

Section 5.07 Additional Required Notices. In addition to the monthly reports required by Section 4.04(b) above, Corix shall:

(a) Provide to City a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to City by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail wastewater service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail wastewater service connections to the Corix System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUES as determined by City's Service Ordinance.

ARTICLE VI **REGULATORY COMPLIANCE**

Section 6.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, legal interpretations, policies and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 6.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, and any other applicable and/or relevant legal or regulatory requirements, each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where

noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

Section 6.03 Sewer System Overflows. Each Party shall cooperate with the other and initiate immediate response measures to abate and remediate sewer system overflows in its System in compliance with its internal directives and policies and as directed by state, federal, or other officials, and immediately notify the other Party of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and for providing any required notice to the United States Environmental Protection Agency (EPA), the TCEQ, and affected members of the public regarding any threatened or actual overflows.

ARTICLE VII **TERM, TERMINATION, DEFAULT, REMEDIES**

Section 7.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. So long as Corix provides at least 12 months' written notice to the City, it may renew this Agreement for one additional term of forty (40) years.

Section 7.02 Default.

(a) In the event Corix shall default in the payment of any amounts due to City under this Agreement, or in the performance of any material obligation to be performed by Corix under this Agreement, then City shall give Corix at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity.

(b) In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then Corix shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Corix shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City. In the event such default remains uncured for an additional 180 days, then Corix shall, in addition to and not in lieu of any other remedies available to Corix, have the right to notify City that Corix intends to take a more limited amount of Wholesale Wastewater Services from City (which shall be at least the amount City is then able to provide to Corix) and Corix may then obtain other wastewater services from another provider or may take appropriate action to supply itself with additional wastewater services upon giving City written notice of its intent to do so. City acknowledges that the replacement of the Wholesale Wastewater Services which City has agreed to provide under this Agreement would be difficult and expensive for Corix, and agrees to use diligent good faith efforts to perform its obligations under this Agreement.

Section 7.03 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that City's undertaking to provide and maintain the services of the City System is an obligation, to the extent that City's failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that Corix shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of Corix's obligations could not be adequately compensated in money damages alone, Corix agrees in the event of any default on its part that City shall have available to it the equitable remedies of specific performance in addition to any other legal or equitable remedies that may also be available to City. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

Notwithstanding any provision herein to the contrary, neither Party shall be responsible for consequential damages in the of a breach.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however that City hereby consents to the assignment of this Agreement to any affiliate of Corix, to and successor entity created by merger or consolidation with Corix, or to any entity that acquires all or substantially all of the assets of Corix. Other than assignment by Corix to an affiliate, or successor entity created by merger or consolidation, any assignment of this Agreement by Corix requires prior consent of the City evidenced by adoption of a resolution, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 8.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Corix and City and executed by duly authorized representatives of each.

Section 8.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 8.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by City to Corix for the Wholesale Service Area.

Section 8.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 8.06 Venue. All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 8.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 8.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 8.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other Party shown below:

Corix:

Corix Utilities (Texas) Inc.
1812 Centre Creek Dr., Suite 100
Austin, TX 78754
Attn: Darrin Barker

City:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 8.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 8.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 8.12 Records. City and Corix each agree to preserve, for a period of at least three years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. City and Corix shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 8.13 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 8.14 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 8.15 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 8.16 Exhibits. The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

- Exhibit A: Wholesale Service Area
- Exhibit B: Point of Entry
- Exhibit C: Wastewater Impact Fee Calculation Methodology

Section 8.17 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

CORIX UTILITIES (TEXAS) INC., a Delaware corporation

By: _____  _____

Name: _____ R. Darrin Barker _____

Title: _____ President _____

Date: _____ February 23, 2024 _____

CITY OF BASTROP:

By:  _____

Name: Sylvia Carrillo

Title: City Manager _____

Date: 02/23/2024 _____

Attest: _____
City Secretary

Exhibit "A"
Wholesale Service Area

**Exhibit “B”
Point of Entry**

**Exhibit “C”
Wastewater Impact Fee Calculation Methodology**