

**DATA SHEET**  
**Agenda Item No. 12. A. & B.**

**Meeting Date: April 28, 2017**

**Agenda Item:**

Consider approval of Amendments to Participation Contracts with Mustang SUD concerning the extension of water and wastewater services to northwest portion of Mustang's service area:

- A. Northeast Regional Water Reclamation System (Riverbend Plant) contract for extension of wastewater pipeline and construction of new Point of Entry with metering facilities.
- B. Regional Treated Water System contract for extension of water transmission pipeline and construction of new Point of Delivery with metering facilities, including an increase in subscribed capacity.

<b>Placement:</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Individual Consideration <input type="checkbox"/> Executive Session
<b>Vote:</b> <input type="checkbox"/> Non-Weighted <input checked="" type="checkbox"/> Weighted Capital
<b>Recommending Department: Administration</b>

**Background:**

Growth and development within the District's service area continues at a steady pace -- particularly in the northeastern portion. The Silverado development (formerly Regatta) is located on the north side of FM 2931 near Brewer Road and north of the Harpool Water Treatment Plant. The development is within the retail service area of Mustang SUD, and has requested retail water and wastewater services from Mustang.

Previously, Mustang entered into contracts with the District for participation in both the Regional Treated Water System and the Northeast Regional Water Reclamation System (Riverbend Plant). Mustang currently has 2.9 mgd of subscribed capacity in the water system; and, has requested an increase of 100,000 gallons to serve the initial phase of Silverado. Mustang's current capacity in the Riverbend Plant is 185,000 gallons, which capacity will increase to 935,000 gallons upon completion of the Riverbend Plant expansion. Mustang's total wastewater plant capacity will be adequate to serve Silverado and the other active developments within Mustang's service area.

To provide service to Silverado and other future Mustang customers, Mustang has requested a new Point of Delivery for water service, a new Point of Entry for wastewater service, including pipeline extensions. Certain amendments to Mustang's water and wastewater contracts are needed to enable the requested service. Following are key provisions of the proposed amendments:

**Amendment to Contract for Regional Treated Water System:**

- Establishes third Point of Delivery on FM 2931 west of Brewer Road.
- Increases subscription to 3.0 mgd (an additional 100,000 gallons).
- District will design and construct the necessary facilities as part of Regional Water System -- a pipeline extension from Harpool Plant to the planned delivery point.
- District's policy is to pay for the first delivery point (at the Temple Dane Pump Station); any additional delivery points are the Customer's responsibility. Therefore, Mustang will be responsible for the cost to design and construct the new Point of Delivery.

**Amendment to Northeast Regional Water Reclamation System Contract:**

- Establishes new Point of Entry for Mustang on Brewer Road just north of Fishtrap Road.
- Mustang will design and construct, at its cost, the District's trunk main from the proposed entry point to the District's existing trunk main in Fishtrap Road, and the metering station.

**Financial:**

For water, sufficient funding is included in this fiscal year's budget for the design / construction of the pipeline extension and delivery point. Mustang will be responsible for the portion of costs related to the design and construction of the Point of Delivery and metering facility.

For wastewater, Mustang is responsible for the cost of designing and constructing the new Point of Entry, the District's trunk main, Mustang's internal wastewater lines, metering facilities and other associated appurtenances. Also, Mustang will reimburse the District's actual cost of engineering, inspection and coordination services.

Mustang is expected to approve both proposed contract amendments at its Board Meeting in May.

**Recommendation:**

Staff recommends the Board approve the proposed amendments, subject to any minor, non-substantive changes mutually agreed.

**Enclosures:**

1. Proposed draft Amendment to Regional Treated Water Contract
2. Proposed draft Amendment to Northeast Regional Water Reclamation (Riverbend Plant) Contract

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

Jason Pierce, Manager of Customer Contracts / Support Services

Date: April 28, 2017

**UPPER TRINITY REGIONAL WATER DISTRICT  
REGIONAL TREATED WATER SYSTEM**

**AMENDMENT TO  
PARTICIPATING MEMBER CONTRACT  
WITH  
MUSTANG SPECIAL UTILITY DISTRICT**

**STATE OF TEXAS           §  
  §  
COUNTY OF DENTON     §**

This **AMENDMENT** (the "AMENDMENT") to the **REGIONAL TREATED WATER SYSTEM CONTRACT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between **UPPER TRINITY REGIONAL WATER DISTRICT** ("the District"), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, and **MUSTANG SPECIAL UTILITY DISTRICT** ("Mustang"), a special district and political subdivision of the State of Texas, to amend the Participating Member Contract dated February 6, 2003 (the "Contract"), which Contract provides for Mustang to participate in the District's Regional Treated Water System ("System").

**WITNESSETH:**

**WHEREAS**, the District has developed the System for Participating Members and other Customers, which System includes raw water facilities, water treatment plants, water transmission pipelines, pump stations and other related facilities; and

**WHEREAS**, Mustang entered into the Contract to purchase treated water from the District on a wholesale basis to enable service to retail customers within its service area; and

**WHEREAS**, growth continues in northeastern Denton County, including portions of Mustang's service area, creating a demand for additional water from the District; and

**WHEREAS**, a master planned community within Mustang's CCN, known as Silverado (formally Regatta) has requested retail water service from Mustang, which development is generally located north of FM 2931 and west of Brewer Road in northeastern Denton County; and

**WHEREAS**, the District has previously agreed to provide up to three Points of Delivery to enable efficient build-out of Mustang's service area, of which two delivery points have already been approved; and

**WHEREAS**, the District's long-range master plan already provides for future extension of the System from the Tom Harpool Water Treatment Plant generally northward to serve Mustang and other District Customers in northeast Denton County; and

**WHEREAS**, the Contract specifies in Exhibit A the general locations for Mustang's planned Points of Delivery; and

**WHEREAS**, Mustang has requested that the District extend the System and establish the third of the three planned Points of Delivery, the location of which is noted in the revised Exhibit A attached hereto, to enable Mustang to provide retail water service to Silverado and to other retail customers in the west and northwest portions of its service area; and

**WHEREAS**, based on this Amendment and as provided in the District's overall master plan, the District intends to construct a treated water transmission pipeline from the Tom Harpool Water Treatment Plant northward through a portion of Mustang's service area, which pipeline could serve Mustang and other District Customers; and

**WHEREAS**, Mustang desires for the District to provide for a delivery pipeline from said transmission pipeline to, and including, Mustang's proposed new Point of Delivery (together with the District's transmission pipeline collectively herein the "Project"); and

**WHEREAS**, Mustang is planning to install a groundwater well to serve Silverado; and

**WHEREAS**, Mustang desires to increase its subscribed capacity in the System to provide for continued growth in its service area; and

**WHEREAS**, both parties desire to amend the Contract to provide for additional water service for Mustang, including the planned design and construction of the District's water transmission pipeline, the delivery pipeline and new Point of Delivery for Mustang, and to make such other changes in the Contract that are necessary.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein contained, the District and Mustang agree to the following additional or amended provisions to the terms and conditions set forth in the Contract, to wit:

**Section 1. Definitions.** Capitalized terms not otherwise defined herein shall have the same meaning as those set forth in the Contract.

**Section 2. Preamble.** The parties agree and represent that all of the matters stated in the preamble of this Amendment are true and correct and are hereby incorporated into the body of this Amendment as if fully set forth in their entirety herein.

**Section 3. Points of Delivery.** Exhibit A of the Contract, as amended, is hereby replaced with the attached Exhibit A, which depicts the three authorized Points of Delivery for Mustang, including the requested new Point of Delivery, and the District's proposed new water transmission pipeline and the delivery pipeline from said transmission pipeline to the proposed new delivery point.

**Section 4. Demand.** In order to provide for the projected water needs of Silverado and its other retail customers, it is mutually agreed that Mustang's Demand is hereby increased to 3.0 MGD (an additional 100,000 gallons). The "Revised Exhibit B" attached hereto is hereby adopted. Mustang and the District agree that for Mustang, said "Revised Exhibit B" in all respects shall supersede and be substituted for the Exhibit B in the Contract.

**Section 5. Construction of the Project.** The Contract is hereby amended to authorize the design and construction of the Project, a portion of which will be funded by the District and a portion by Mustang. To serve Mustang and other District Customers, the District will pay the costs to extend the System northward from the Tom Harpool Water Treatment Plant and the cost of the delivery pipeline to Mustang's new Point of Delivery. In accordance with the Contract, Mustang will be responsible for paying the costs associated with its proposed new Point of Delivery. It is mutually agreed for the District to design and construct the Project, according to the following procedures:

- A. Design of the Project shall be in accordance with District standards and generally accepted engineering practices. All plans, specifications and contract documents relating to Mustang's new Point of Delivery shall be submitted to Mustang for review and coordination prior to District advertising for construction bids. Such plans, specifications and contract documents for the Point of Delivery shall clearly identify and itemize all facilities to be constructed to allow the associated cost to be determined.
- B. District shall serve as project manager for the Project and shall advertise, award and contract for construction of the Project. Prior to award of contract for construction of the Project, District shall provide Mustang with the bid tabulation for its Point of Delivery and recommendation of award by District's engineer. Mustang shall promptly notify District of its concurrence, which concurrence will not be unreasonably withheld. District may proceed to award and execute the contract according to the terms and conditions contained herein. District shall be responsible for field engineering and other activities to assure the Project is constructed according to plans and specifications.
- C. Mustang agrees to pay the cost to design and construct Mustang's new Point of Delivery including any approved Change Orders, as outlined below:
  1. Design Costs. Mustang will deposit with District \$50,000.00 as its share of the cost to design the new Point of Delivery within thirty (30) days of the Effective Date of this Amendment. Should the District incur any additional design costs, Mustang will pay its share of said costs as part of its final payment for the Project.
  2. Construction Costs. After receipt of bids and upon written notice by District, Mustang agrees to pay fifty (50%) of its share of the cost to construct the new Point of Delivery prior to actual award of the construction contract by District. The District will incur certain limited costs related to the design and construction of Mustang's new Point of Delivery, which costs include engineering, inspection, District overhead and coordination services (herein "Project Costs"). The parties hereby agree that Mustang shall be responsible for reimbursing the District its actual Project Costs, which amount shall not exceed \$30,000.00 except with prior written approval of both parties. Upon District's

report of completed costs, Mustang will pay its share of remaining construction costs, as well as the Projects Costs, any approved Change Orders and additional engineering costs, if any, within thirty (30) days after said report and notice by District.

**Section 6. Convey Easements.** In order to construct the Project, it will be necessary to obtain certain easements (or fee property) for said facilities. Mustang agrees to assist in obtaining an easement or property for the site of the new Point of Delivery, and to convey same without cost to District. Said easement or fee property shall provide for full rights of ingress and egress for District to operate and maintain the new Point of Delivery. Any easement or property for the Point of Delivery shall be acquired in the District and Mustang's name, shall be for the exclusive use of District and Mustang, and shall be conveyed using the District's standard documents. Alternatively, fee ownership shall be conveyed by warranty deed.

**Section 7. Water Conservation, Drought Contingency Plan.** Section 4.19 of the Contract is hereby replaced with the following:

- (A). Member agrees that District may limit or curtail water supplies or services pursuant to Section 4.02 or for other reasons in the public interest. Also, Member agrees to coordinate and cooperate with the District concerning the implementation of any action to limit or curtail water supplies in order to minimize adverse impact on System operation and on adequacy of service.
- (B). It is the policy of the District to prepare, adopt and maintain a regional water conservation plan which incorporates loss reduction measures and demand management practices to insure that the available water supply of the System is conserved and used in an economically efficient and environmentally sensitive manner. Similarly, it is the policy of the District to prepare, adopt and maintain a drought and emergency contingency plan to protect and maintain an adequate water supply for Customer needs. Member agrees to cooperate in the implementation of said plans by District related to wholesale service by District. Further, in coordination with said District plans, Member agrees to adopt and enforce such or similar plans related to Member's retail service within its jurisdiction.
- (C). On a timely basis, Mustang agrees to develop and implement water conservation and drought contingency plans having strategies similar to those provided in the respective District plans, which District plans may be amended or updated from time to time by the District. Mustang agrees to submit its proposed conservation and drought contingency plans, and future updates or revisions thereto, to the District for its review and approval prior to Member's implementation, which approval shall not be unreasonably withheld or delayed. It is mutually agreed that Member and District agree to use their best efforts to carry out their individual roles in implementing and administering the respective conservation and drought contingency plans in a coordinated manner to fulfill the stated purposes of said plans.
- (D). To the extent, if any, the District approves the resale of water pursuant to the provisions of Section 4.10 above, any such contract authorizing the resale of water at wholesale shall include appropriate water conservation requirements, so that each such successive wholesale customer will be required to implement water

conservation measures in a manner that is consistent with the provisions of this Contract.

- (E). The District shall administer its drought and emergency contingency plan referenced in paragraph 4.19 (b) above for the general benefit of Customers, to protect and maintain an adequate water supply for Customer needs. From time to time, the District expects to issue advisories and to announce various stages for drought contingency as appropriate. For effective implementation of such advisories and contingency stages associated with drought or water supply circumstances, Mustang agrees to use its best efforts to take or implement the appropriate or indicated measures in cooperation with the District.
- (F). To the extent the District imposes restrictions of general applicability to Customers, including rules relating to the curtailment or rationing of water delivery and availability, District agrees to impose such restrictions equitably and in a non-discriminatory fashion. Such rationing shall, within the limits permitted by law, be done by the District on the basis of the relative actual total amount of water taken from the System by each Customer respectively during the most recent Water Year during which rationing among the Customers was not necessary. An increased amount of allocation will be allowed equal to the percentage of additional meters set by Customer, if greater than one year since rationing was necessary.
- (G.) Notwithstanding the foregoing, Mustang may have flexibility in implementing the District's advisories or contingency stages in those portions of Mustang's service area that are served by groundwater only.

**Section 8. Contract Provisions.** All other provisions of the Contract, as amended, shall continue in full force and effect.

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

**UPPER TRINITY REGIONAL WATER DISTRICT**

**By:** \_\_\_\_\_  
Lance Vanzant, President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Ramiro Lopez, Secretary, Board of Directors

(DISTRICT SEAL)

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
John F. Boyle, Jr., Counsel for District

DRAFT



**MUSTANG SPECIAL UTILITY DISTRICT**

**By:** \_\_\_\_\_  
President, Board of Directors

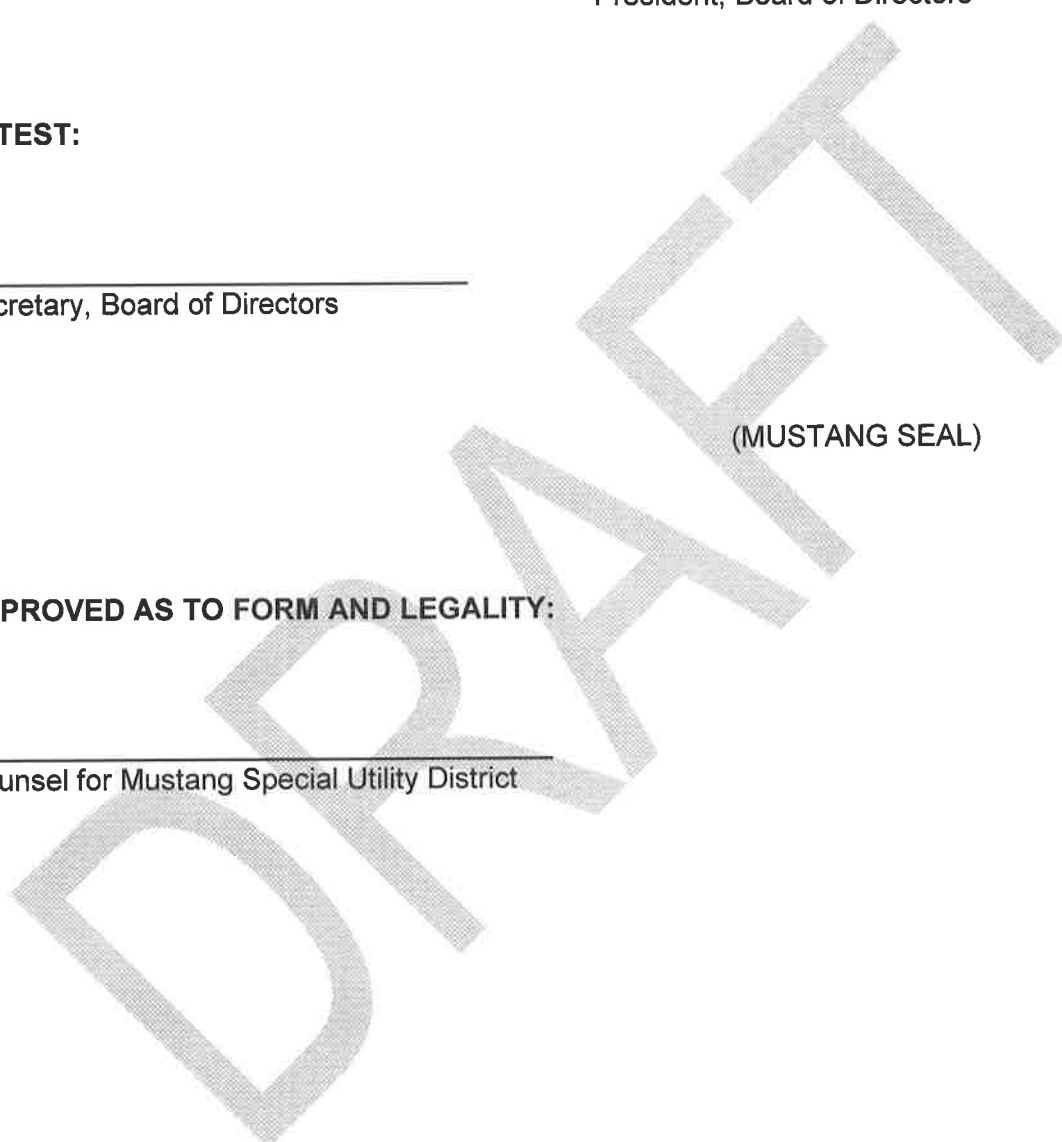
**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

(MUSTANG SEAL)

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Counsel for Mustang Special Utility District



**UPPER TRINITY REGIONAL WATER DISTRICT  
NORTHEAST REGIONAL WATER RECLAMATION SYSTEM**

**AMENDMENT TO  
PARTICIPATING MEMBER CONTRACT  
WITH  
MUSTANG SPECIAL UTILITY DISTRICT**

**THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §**

This **AMENDMENT** (the "Amendment") to the **NORTHEAST REGIONAL WATER RECLAMATION SYSTEM CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between **UPPER TRINITY REGIONAL WATER DISTRICT** ("the District"), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, and **MUSTANG SPECIAL UTILITY DISTRICT** ("Mustang"), a special district and political subdivision of the State of Texas, to amend the Participating Member Contract dated June 1, 2006 (the "Contract"), which contract provides for Mustang to participate in the District's Riverbend Water Reclamation Plant ("Plant") of the Northeast Regional Water Reclamation System ("System").

**WITNESSETH:**

**WHEREAS**, Mustang entered into the Contract for wastewater treatment services for the service area for which it holds a Certificate of Convenience and Necessity ("CCN") issued by the Texas Commission on Environmental Quality ("TCEQ"); and

**WHEREAS**, Mustang is participating in the Northeast Regional Water Reclamation System (Riverbend Plant) and has subscribed to 810,000 gallons per day of Plant capacity; and

**WHEREAS**, Mustang has entered into an agreement with the City of Aubrey to assume all benefits and obligations of the City's contract with the District for participation in the System, which contract dated November 5, 2015, provides for a subscription of 260,000 gallons of Plant capacity; and, it is expected that Mustang will request the District to approve the assignment of said contract to Mustang; and

**WHEREAS**, a master planned community within Mustang's CCN, known as Silverado (formerly Regatta) has requested retail wastewater service from Mustang, which development is generally located north of FM 2931 and west of Brewer Road in northeastern Denton County; and

**WHEREAS**, Mustang will use its existing subscribed capacity in the Plant to provide for initial wastewater service to Silverado; however, additional capacity may be needed by Mustang to serve future phases and other potential developments within Mustang's service area; and

**WHEREAS**, Mustang is planning to construct certain facilities needed by both Mustang and the District in order to provide wastewater service to Silverado, including a new Point of Entry and a District trunk main to connect said development to the System; and

**WHEREAS**, Mustang proposes to design and construct the necessary facilities for both Mustang and the District to enable wastewater service for Silverado and other potential future Mustang customers; and

**WHEREAS**, Mustang has requested that a new Point of Entry be established for Mustang and proposes to construct a new trunk main for the District from said Point of Entry to the District's existing trunk main located along Fishtrap Road that connects to the Plant, the location of which is noted in Exhibit A attached hereto; and

**WHEREAS**, the amount of Wastewater Mustang may be able to discharge through the new Point of Entry may be limited given that the treatment capacity at the Riverbend Plant may be limited to no more than 10 MGD; and

**WHEREAS**, based on the potential Mustang service area for the new Points of Entry the District has specified the oversizing of capacity for the proposed new trunk main from the Point of Entry to the District's existing trunk main along Fishtrap Road; and

**WHEREAS**, to serve future Mustang customers near Silverado whose wastewater flow would be expected to enter the System at the new Point of Entry, the District has requested that Mustang oversize its planned internal wastewater pipeline; and

**WHEREAS**, both parties desire to amend the Contract to provide for Mustang's new internal pipelines, new Point of Entry and the associated District trunk main according to the provisions contained in the Contract and this Amendment, which facilities may be designed and constructed in phases, according to the needs of both parties.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein contained, the District and Mustang agree to the following additional or amended provisions to the terms and conditions set forth in the Contract, to wit:

**Section 1. Definitions.** Capitalized terms not otherwise defined herein shall have the same meaning as those set forth in the Contract.

**Section 2. Preamble.** The parties agree and represent that all of the matters stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of this Amendment as if fully set forth in their entirety herein.

**Section 3. Points of Entry.** Exhibit A of the Contract, as amended, is hereby replaced with the attached Revised Exhibit A, which depicts the authorized Points of Entry for Mustang, including the requested new Point of Entry and the proposed new trunk main extension from the District's existing trunk main along Fishtrap Road to the new Point of Entry.

**Section 4. Construction of New Point of Entry and Associated Trunk Main.** The Contract is hereby amended to authorize a new Point of Entry for Mustang and an associated new District trunk main extension, generally according to the provisions contained herein.

- A. To serve the Silverado development and other potential future Mustang customers, Mustang has requested and District agrees to establish a new Point of Entry, generally near the west side of Brewer Road north of Fishtrap Road. Mustang further agrees to design and construct to the new Point of Entry and a new trunk main extension from

the District's existing trunk main along Fishtrap Road which connects to the Riverbend Plant, which trunk main shall conform to capacity requirements specified by the District.

- B. Mustang shall be responsible, either directly or through the beneficiary developer(s) (the "Developer"), for the design and construction, including the costs thereof, for the new Point of Entry, trunk main, metering facilities and associated appurtenances and SCADA equipment. Said design shall be completed according to District standards and generally accepted engineering practices. Before the new Point of Entry and trunk main may be constructed by Mustang or the Developer, the final plans and specifications shall be submitted to the District for review and approval, which approval shall not be unreasonably withheld or delayed. Mustang shall be responsible for field engineering and other activities to assure said new Point of Entry and new trunk main are constructed according to said plans and specifications. The District shall have the right to inspect construction of said facilities as the work progresses and shall have the right of final acceptance or rejection of completed work. Upon completion of construction and final acceptance by District, fee simple ownership of the new Point of Entry and trunk main (including metering facilities and associated appurtenances and SCADA equipment) shall be vested in the District without any further action by the parties. Mustang may install its SCADA equipment at the metering facilities to enable it to monitor the Wastewater flow through said meter.
- C. As part of the design and construction of the new Point of Entry and metering facilities, Mustang agrees to install certain required SCADA equipment for the safe and efficient operation of said Point of Entry and metering facilities. Mustang agrees to give notice and coordinate with the District prior to installation of the SCADA and telemetry equipment to enable the District to closely inspect and monitor said installation.
- D. The District will incur certain limited costs related to Mustang's design and construction of the new facilities specified herein, which costs include engineering, inspection and coordination services (herein "Project Costs"). Mustang agrees to reimburse to the District its actual Project Costs, which amount shall not exceed \$30,000.00, except with prior written approval of both parties. . Accordingly, within sixty (60) days of the new facilities (the trunk main, new Point of Entry, and metering facilities), Mustang agrees to reimburse said Project Costs to District.
- E. District acknowledges that portions of the new facilities, other than metering station, may be placed in County Right-of-Way, if private right-of-way can not be reasonably acquired

#### **Section 5. Capacity for Adjacent Areas.**

- A. In the design of facilities set forth in this Amendment, Mustang may provide for future Wastewater flows from adjacent areas which, by reason of topography or sound engineering practices, may flow within and through Mustang's service area. Accordingly, the parties mutually agree that Mustang may, at its discretion, oversize its internal pipeline within and from the Silverado development to the new Point of Entry as provided herein.

- B. It's anticipated that the treatment capacity of the Riverbend Plant may be limited to 10 MGD. In addition, there is limited capacity in the District's existing lift station and wet well that's fed by the trunk main along Fishtrap Road to the Riverbend Plant. Recognizing these limitations, both parties agree that Mustang's Wastewater ultimate flow through this new Point of Entry will be limited to \_\_\_\_ MGD (average daily flow), unless otherwise agreed to in writing.

**Section 6. Cost Elements.** As its share of the Annual Requirement, Mustang agrees to be responsible for certain costs as detailed in Paragraph 6 of Exhibit D of the Contract. The normal pro rata allocation of costs for existing and new facilities for which Mustang will benefit shall apply. For example, the existing trunk main along Fishtrap Road to the Riverbend Plant was oversized to accommodate future wastewater needs, including the new Point of Entry authorized by this Amendment.

**Section 7. Convey Easements.** In order to construct the new District trunk main and the new Point of Entry, it will be necessary to obtain easements (or fee property) for said facilities. Mustang agrees to obtain said easements or property and to convey same without cost to District. Said easements shall provide for full rights of ingress and egress for District to operate and maintain the trunk main and new Point of Entry. Any easements or property shall be acquired in the District and Mustang's name or conveyed upon final acceptance of said facilities by the District. Said easement for the trunk main shall be for the exclusive use of District, and shall be conveyed using the District's standard documents. Alternatively, fee ownership shall be conveyed by warranty deed.

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

**UPPER TRINITY REGIONAL WATER DISTRICT**

**By:** \_\_\_\_\_  
Lance Vanzant, President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Ramiro Lopez, Secretary, Board of Directors

(DISTRICT SEAL)

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
John F. Boyle, Jr., Counsel for the District

**MUSTANG SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

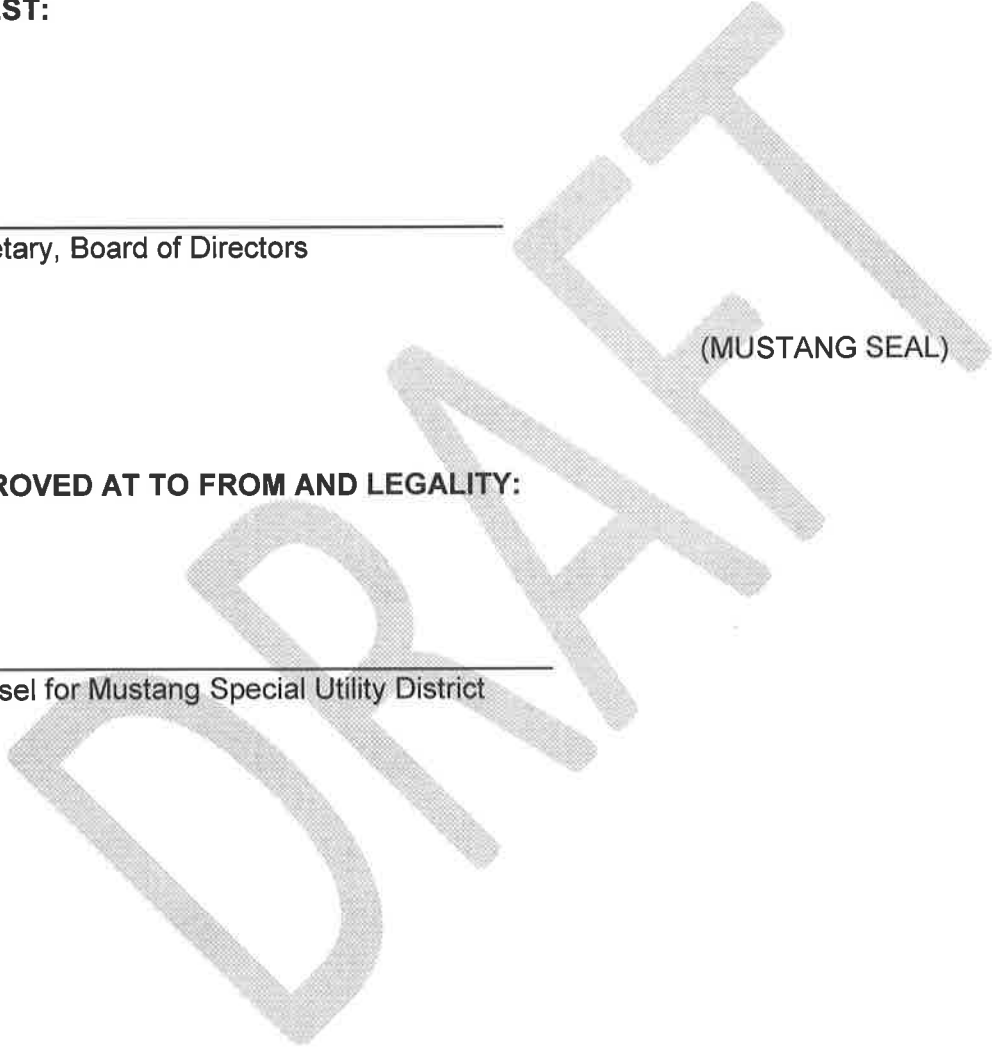
**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

(MUSTANG SEAL)

**APPROVED AT TO FROM AND LEGALITY:**

\_\_\_\_\_  
Counsel for Mustang Special Utility District



**REVISED EXHIBIT A**

**UPPER TRINITY REGIONAL WATER DISTRICT  
NORTHEAST REGIONAL WATER RECLAMATION SYSTEM**

**AMENDMENT TO  
PARTICIPATING MEMBER CONTRACT  
WITH  
MUSTANG SPECIAL UTILITY DISTRICT**

**Mustang's Service Area and Points of Entry**

The map attached hereto shows Mustang's retail service area, the approved Points of Entry and the location of the proposed new Point of Entry and trunk main extension to connect to the District's existing trunk main on Fishtrap Road.

[MAP TO BE INSERTED LATER]