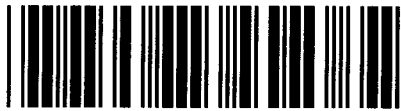




Control Number: 43156



Item Number: 3

Addendum StartPage: 0

House Bill (HB) 1600 and Senate Bill (SB) 567 83<sup>rd</sup>  
Legislature, Regular Session, transferred the functions  
relating to the economic regulation of water and sewer  
utilities from the TCEQ to the PUC effective  
September 1, 2014.

RECEIVED  
2014 SEP 18 AM 8:36  
PUBLIC UTILITY COMMISSION  
FILING CLERK

STATE OF TEXAS                   §  
   §  
COUNTY OF MCLENNAN           §

### AGREEMENT

THIS AGREEMENT is made and entered into on this the 29<sup>th</sup> day of July, 2014 (the "Effective Date"), by and between the Tri-County Special Utility District ("Tri-County"), and City of Riesel ("Riesel").

### RECITALS

WHEREAS, Riesel holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 100 ~~27~~ issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10054, issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County has filed an Application ("Tri-County's Application"), with the TCEQ requesting an amendment to its CCN for water service to an area and line plus 200 feet in Limestone, Robertson, Falls and McLennan County, Texas, as shown on the map contained in the Tri-County's Application; and

WHEREAS, Tri-County has service line located within 200 feet of Riesel's service area and has applied to certificate for a line plus 200 feet only area ; and

WHEREAS, Tri-County and Riesel desire to work together over the overlapping and conflicting portions of Tri-County's Application and to resolve such disputed service area boundaries by executing this Agreement.

NOW, THEREFORE, it is the intent of the Tri-County and Riesel to effectuate a full and complete agreement and resolution of their concerns regarding Tri-County's Application through the execution of this agreement ("Agreement"). By signature below, Tri-County and Riesel agree as follows:

### TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the parties may file this Agreement with the TCEQ and further agree upon the following terms:

- (1) Riesel further agrees to continue dual certification for the term of this agreement to that area within the CCN of Riesel at the a point where Riesel service area and the area that Tri-County's applied for area overlaps Riesel's existing certificated area as shown in Exhibit "A". This is not a release of the certificated area, but rather is

consent to dual certification for a limited area wherein Tri-County is currently providing service to specific addresses for the term stated herein.

- (2) Tri-County shall file the Tri-County's Application to be consistent with this Agreement.
- (3) Either party shall not file for a CCN amendment that is not consistent with this agreement for the term of this Agreement.
- (4) Tri-County and Riesel shall refrain from participating in, directly or indirectly, any proceeding before the TCEQ or any other state agency or tribunal or federal agency or tribunal or local proceeding for the purpose of opposing, protesting, or objecting to the current pending CCN application to the extent that same are consistent with this Agreement.
- (5) Effective Dates. This Agreement is effective and enforceable as between the Tri-County and Riesel following execution by both parties.
- (6) Notice. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

to Tri-County:        Tri-County Special Utility District  
                            P.O. Box 976  
                            Riesel, Texas 76661

With a copy to:  
Patricia Coy & Associates, LLC  
815 W. 5<sup>th</sup> St.  
Clifton, Texas 76634

to Riesel        :        City of Riesel  
                            P.O. Box 249  
                            Riesel, Texas  
                            254-896-6501

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

#### MISCELLANEOUS

- (7) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

- (8) The obligations and undertakings of each of the parties to this Agreement shall be performed in Falls County, Texas. Except for matters within the jurisdiction of the Texas Commission on Environmental Quality (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Falls County, Texas.
- (9) This Agreement contains the entire agreement of Tri-County and Riesel respect to the subject matter of the agreement. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (10) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.
- (11) This Agreement shall be effective as of the date of execution by the Parties and terminate twenty (25) years thereafter.
- (12) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (13) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (14) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.
- (15) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.

**TRI-COUNTY**

By: Basil Margiotta  
Basil Margiotta, President

Date: 08-01-2014

ATTEST:

[Signature]  
Secretary

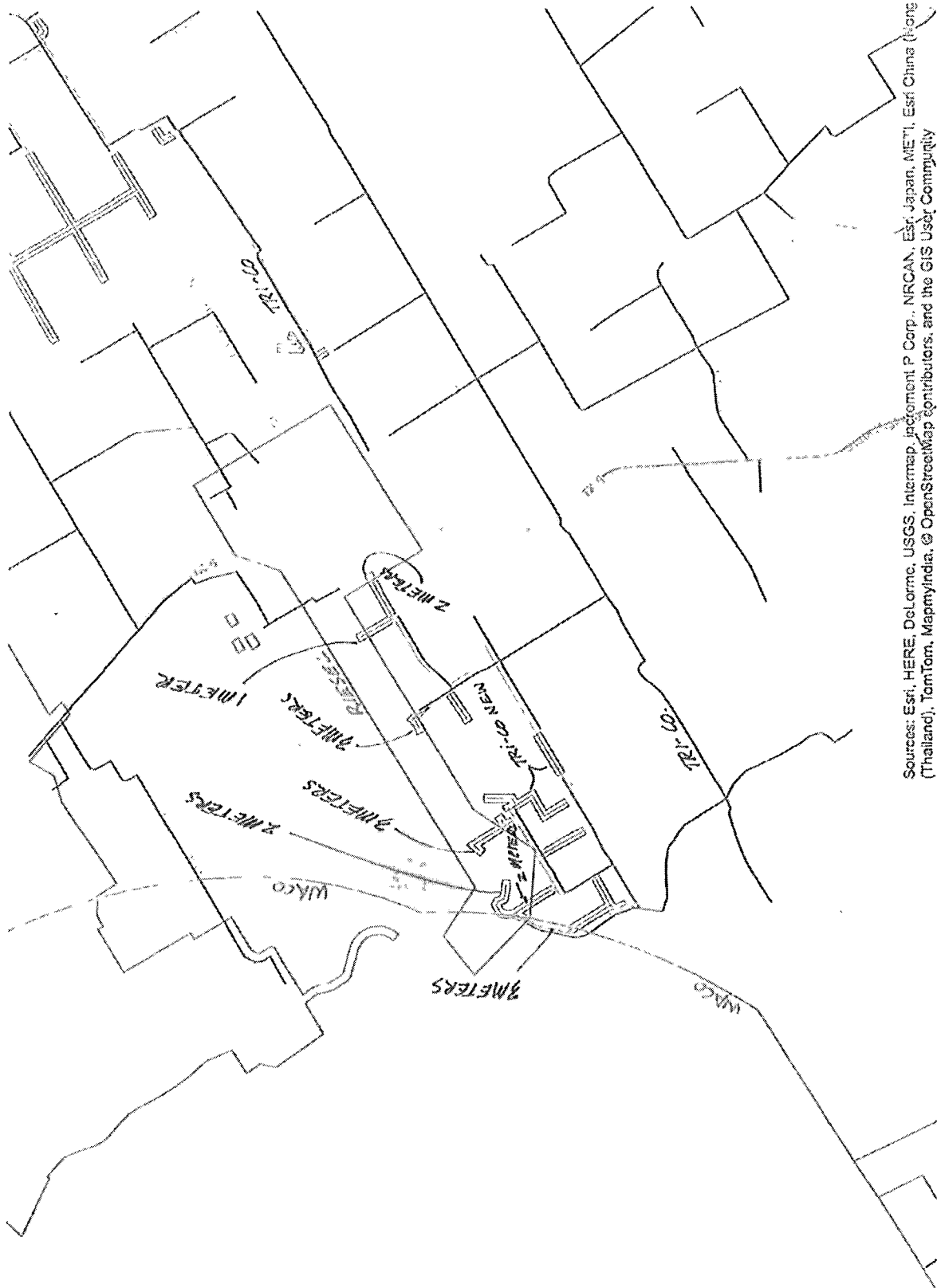
**CITY OF RIESEL**

By: Roger Fitzpatrick  
Roger Fitzpatrick, Mayor

Date: 7-29-14

ATTEST:

Alisha Ilanary  
Secretary



Sources: Esri, HERE, DeLorme, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

STATE OF TEXAS                   §  
  §  
COUNTY OF MCLENNAN         §

### AGREEMENT

THIS AGREEMENT is made and entered into on this the 23<sup>rd</sup> day of July, 2014 (the "Effective Date"), by and between the Tri-County Special Utility District ("Tri-County"), and The City of Waco ("Waco").

### RECITALS

WHEREAS, Waco holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10039 issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10054, issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County has filed an Application ("Tri-County's Application"), with the TCEQ requesting an amendment to its CCN for water service to an area and line plus 200 feet in Limestone, Robertson, Falls and McLennan County, Texas, as shown on the map contained in the Tri-County's Application; and

WHEREAS, Tri-County has service line located within 200 feet of Waco's service area and has applied to certificate for a line plus 200 feet only area ; and

WHEREAS, Tri-County and Waco desire to work together over the overlapping and conflicting portions of Tri-County's Application and to resolve such disputed service area boundaries by executing this Agreement.

NOW, THEREFORE, it is the intent of the Tri-County and Waco to effectuate a full and complete agreement and resolution of their concerns regarding Tri-County's Application through the execution of this agreement ("Agreement"). By signature below, Tri-County and Waco agree as follows:

### TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the parties may file this Agreement with the TCEQ and further agree upon the following terms:

- (1) This agreement is contingent upon TCEQ's approval of Tri-County's amended application. If Tri-County's application is approved for dual certification for the

portion of the line within Waco's CCN, then the rest of the terms contained herein will be in full force and effect for the term of this agreement.

- (2) Waco further agrees to commence and continue dual certification for the term of this agreement to that area near City of Riesel at the southeast corner of Waco service area and along Blue Bluff Road to the extent that Tri-County's applied for area overlaps Waco's existing certificated area as shown in Exhibit "A".
- (3) Tri-County shall file an amendment to the Tri-County's Application to be consistent with this Agreement.
- (4) Either party shall not file for a CCN amendment that is not consistent with this agreement for the term of this Agreement.
- (5) Tri-County and Waco shall refrain from participating in, directly or indirectly, any proceeding before the TCEQ or any other state agency or tribunal or federal agency or tribunal or local proceeding for the purpose of opposing, protesting, or objecting to any CCN applications to the extent that same are consistent with this Agreement.
- (6) Effective Dates. This Agreement is effective and enforceable as between the Tri-County and Waco following execution by both parties. This Agreement shall be effective as of the date of execution by the Parties and terminate twenty-five (25) years thereafter.
- (7) Notice. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

to Tri-County:            Tri-County Special Utility District  
                                 P.O. Box 976  
                                 Marlin, Texas 76661

With a copy to:  
Patricia Coy & Associates, LLC  
815 W. 5<sup>th</sup> St.  
Clifton, Texas 76634

to Waco                 :     Utilities Director  
                                 City of Waco  
                                 P.O. Box 2570  
                                 Waco, Texas 76702-2570

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

## MISCELLANEOUS

- (8) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (9) The obligations and undertakings of each of the parties to this Agreement shall be performed in McLennan County, Texas. Except for matters within the jurisdiction of the Texas Commission on Environmental Quality (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in McLennan County, Texas.
- (10) This Agreement contains the entire agreement of Tri-County and Waco respect to the subject matter of the agreement. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (11) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.
- (12) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (13) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (14) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.
- (15) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.
- (16) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party,

general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

- (17) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.

**TRI-COUNTY**

By: Basil Margiotta  
Basil Margiotta, President

Date: 07-17-2014

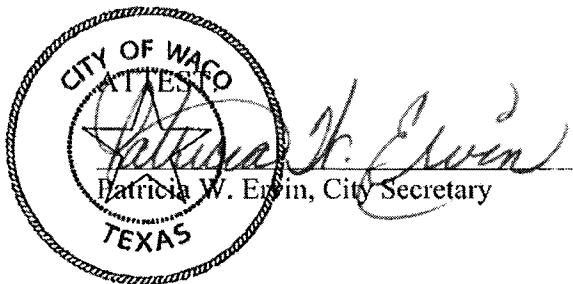
ATTEST:

Ken Tomlinson  
Ken Tomlinson, Secretary

**THE CITY OF WACO**

By: Dale Fisseler <sup>CFP 7/22/14</sup>  
Dale Fisseler, City Manager

Date: 7/23/14



STATE OF TEXAS                   §  
   §  
COUNTY OF FALLS               §

### AGREEMENT

THIS AGREEMENT is made and entered into on this the 8th day of July, 2014, by and between the Tri-County Special Utility District ("Tri-County"), and the City of Marlin ("Marlin").

### RECITALS

WHEREAS, Marlin holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10042, issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10054, issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County has filed an Application ("Tri-County's Application"), with the TCEQ requesting an amendment to its CCN for water service to an area and line plus 200 feet in Limestone, Robertson, Falls and McLennan County, Texas, as shown on the map contained in the Tri-County's Application; and

WHEREAS, Tri-County has service line located within Marlin's CCN and has applied to dually certificate for these lines plus 200 feet only; and

WHEREAS, Tri-County and Marlin desire to work together over the conflicting portions of Tri-County's Application that overlap with Marlin's CCN by executing this Agreement.

NOW, THEREFORE, it is the intent of the Tri-County and Marlin to effectuate a full and complete agreement and resolution of their concerns regarding Tri-County's Application through the execution of this agreement ("Agreement"). By signature below, Tri-County and Marlin agree as follows:

### TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the parties may file this Agreement with the TCEQ and further agree upon the following terms:

- (1) Marlin further agrees to dual certification with Tri-County for the term of this agreement to include only Tri-County's existing water lines that are present within the CCN of Marlin as of the effective date of this Agreement, as shown in Tri-County's Application and as set forth in Exhibit "A," which is incorporated into this

Agreement. Tri-County further agrees that it will not extend water lines, infrastructure, or provide service of any kind into areas within Marlin's CCN where Tri-County is not providing service as of the effective date of this Agreement, and that this Agreement is conditioned upon same.

- (2) Tri-County shall file and maintain the Tri-County's Application to be consistent with this Agreement.
- (3) Either party shall not file for a CCN amendment that is not consistent with this agreement for the term of this Agreement.
- (4) Tri-County and Marlin shall refrain from participating in, directly or indirectly, any proceeding before the TCEQ or any other state agency or tribunal or federal agency or tribunal or local proceeding for the purpose of opposing, protesting, or objecting to any CCN applications only to the extent such CCN applications are consistent with this Agreement.
- (5) Effective Date. This Agreement is effective and enforceable as between the Tri-County and Marlin following the date of last execution by the parties. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- (6) Notice. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

to Tri-County:            Tri-County Special Utility District  
                                 P.O. Box 976  
                                 Marlin, Texas 76661

With a copy to:  
Patricia Coy & Associates, LLC  
815 W. 5<sup>th</sup> St.  
Clifton, Texas 76634

to Marlin:                City of Marlin  
                                 101 Fortune Street  
                                 Marlin, Texas  
                                 254-883-1450

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

## MISCELLANEOUS

- (7) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (8) The obligations and undertakings of each of the parties to this Agreement shall be performed in Falls County, Texas. Except for matters within the jurisdiction of the Texas Commission on Environmental Quality (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Falls County, Texas.
- (9) This Agreement contains the entire agreement of Tri-County and Marlin with respect to the subject matter of the agreement. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (10) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.
- (11) This Agreement shall be effective as of the date of execution by the Parties and shall terminate twenty-five (25) years thereafter.
- (12) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (13) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (14) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.
- (15) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.

TRI-COUNTY

By: Basil Margiotta  
Basil Margiotta, President

Date: 07-25-2014

ATTEST:

Ken Tomlinson  
Ken Tomlinson, Secretary

CITY OF MARLIN

By: Elizabeth Nelson  
Elizabeth Nelson, Mayor

Date: 7-10-14

ATTEST:

Sandra Nunn  
City Secretary



STATE OF TEXAS

§

§

COUNTY OF MCLENNAN

§

## AGREEMENT

THIS AGREEMENT is made and entered into on this the 24 day of June, 2014 (the "Effective Date"), by and between the Tri-County Special Utility District ("Tri-County"), and Perr Water Supply Corporation ("Perry").

## RECITALS

WHEREAS, Perry holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 11129 issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County holds a certificate of convenience and necessity ("CCN") for water service, water CCN No. 10054, issued by the Texas Commission on Environmental Quality ("TCEQ"), or its predecessor agency; and

WHEREAS, Tri-County has filed an Application ("Tri-County's Application"), with the TCEQ requesting an amendment to its CCN for water service to an area and line plus 200 feet in Limestone, Robertson, Falls and McLennan County, Texas, as shown on the map contained in the Tri-County's Application; and

WHEREAS, Tri-County has service line located within 200 feet of Perry's service area and has applied to certificate for a line plus 200 feet only area ; and

WHEREAS, Tri-County and Perry desire to work together over the overlapping and conflicting portions of Tri-County's Application and to resolve such disputed service area boundaries by executing this Agreement.

NOW, THEREFORE, it is the intent of the Tri-County and Perry to effectuate a full and complete agreement and resolution of their concerns regarding Tri-County's Application through the execution of this agreement ("Agreement"). By signature below, Tri-County and Perry agree as follows:

## TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the parties may file this Agreement with the TCEQ and further agree upon the following terms:

- (1) Perry further agrees to continue dual certification for the term of this agreement to that area east of State Highway 6 at FM 1240 at the point where Perry service area

and the area that Tri-County's applied for area overlaps Perry's existing certificated area as shown in Exhibit "A".

- (2) Tri-County shall file the Tri-County's Application to be consistent with this Agreement.
- (3) Either party shall not file for a CCN amendment that is not consistent with this agreement for the term of this Agreement.
- (4) Tri-County and Perry shall refrain from participating in, directly or indirectly, any proceeding before the TCEQ or any other state agency or tribunal or federal agency or tribunal or local proceeding for the purpose of opposing, protesting, or objecting to any CCN applications to the extent that same are consistent with this Agreement.
- (5) Effective Dates. This Agreement is effective and enforceable as between the Tri-County and Perry following execution by both parties.
- (6) Notice. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

to Tri-County:        Tri-County Special Utility District  
                             P.O. Box 976  
                             Marlin, Texas 76661

With a copy to:  
Patricia Coy & Associates, LLC  
815 W. 5<sup>th</sup> St.  
Clifton, Texas 76634

to Perry                :        Louis Schraeder  
   145 FM 2307  
   Marlin, Texas  
   254-833-0185

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

#### MISCELLANEOUS

- (7) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

- (8) The obligations and undertakings of each of the parties to this Agreement shall be performed in Falls County, Texas. Except for matters within the jurisdiction of the Texas Commission on Environmental Quality (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Falls County, Texas.
- (9) This Agreement contains the entire agreement of Tri-County and Perry respect to the subject matter of the agreement. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (10) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.
- (11) This Agreement shall be effective as of the date of execution by the Parties and terminate twenty (25) years thereafter.
- (12) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (13) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (14) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.
- (15) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.
- (16) In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

- (17) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective party.

**TRI-COUNTY**

By: Basil Margiotta  
Basil Margiotta, President

Date: 6-24-2014

ATTEST:

Kenneth Tomlinson  
Kenneth Tomlinson, Secretary

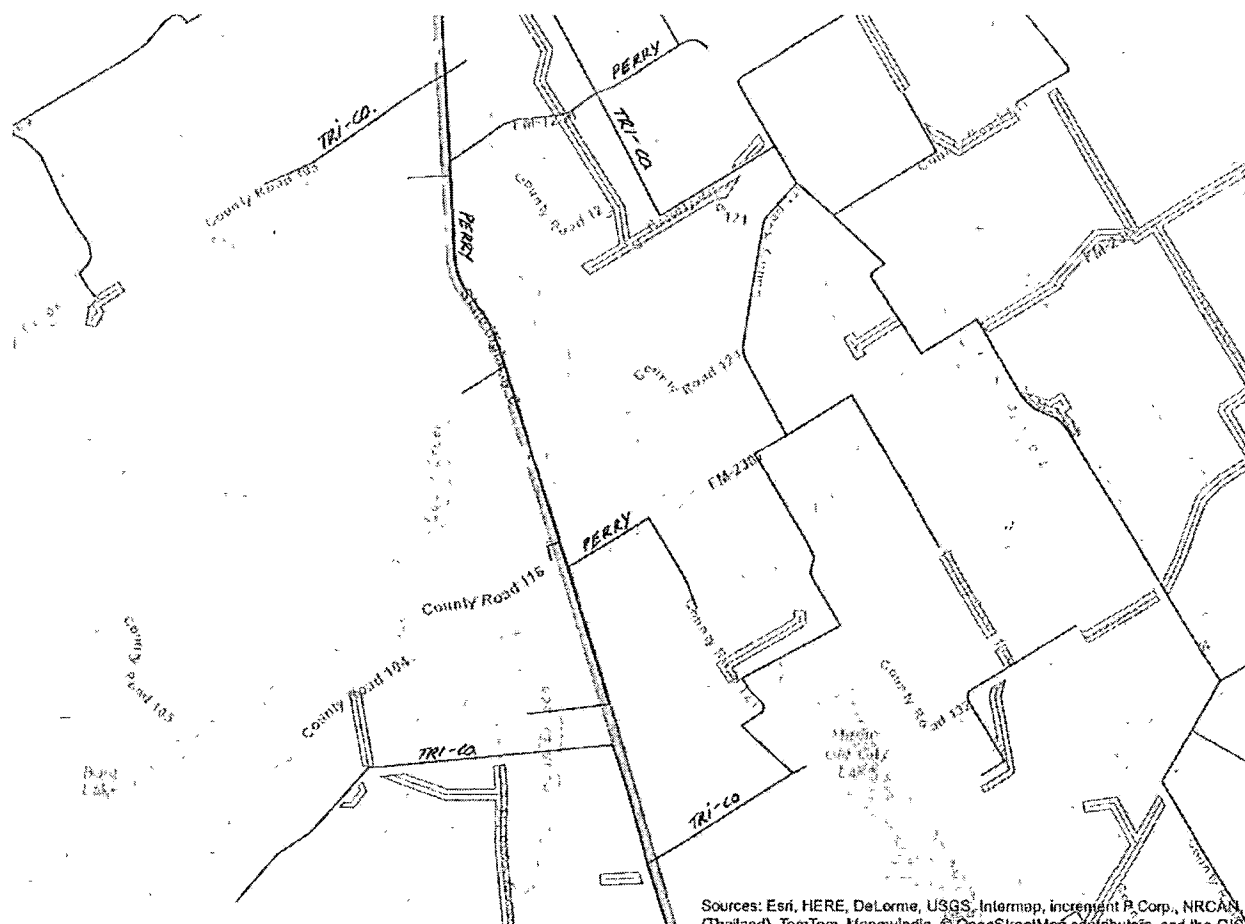
**PERRY WSC**

By: Louis Schraeder  
Louis Schraeder, President

Date: 6/19/14

ATTEST:

6-19-14  
Secretary



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri (Thailand), TomTom, Mapbox, OpenStreetMap contributors, and the GIS User Community