

consideration given herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, HARLINGEN and PRIMERA agree as follows:

1. Recitals. The Parties agree and warrant that the above Recitals and Representations of the Parties are true and correct.

2. Term And Depreciation. The term of this Agreement, subject to the provisions herein for earlier termination, is twenty (20) years. The wastewater treatment facilities capacity being purchased by PRIMERA will continue to be available to treat PRIMERA's wastewater after the twenty (20) year term of this Agreement as long as PRIMERA and HARLINGEN mutually agree on the rates to be charged by HARLINGEN for such treatment. Depreciation of the treatment facilities will be over a twenty (20) year period and, at the end of that period, there will not be any undepreciated value in the facilities. If this Agreement is terminated in accordance with this Agreement prior to the end of the twenty (20) year period and the remaining value (original construction cost less depreciation) is requested to be reimbursed in accordance with applicable federal or state laws or regulations, it will be made to the state or federal agency that provided the initial funding. If this Agreement terminates after the twenty (20) year period, the facilities will have been fully depreciated and no reimbursement shall be due to any agency or to PRIMERA. If there is any

undepreciated value remaining at the time of termination, payment for such value shall be made by HARLINGEN to the appropriate state or federal agency only.

3. Sewage Treatment. Subject to the limitations set out herein, HARLINGEN hereby offers and PRIMERA hereby accepts HARLINGEN's offer to provide treatment facilities capacity for sewage generated within the PRIMERA Area, up to the maximum as shown in Exhibit "C" and delivered to the Point of Delivery as shown on Exhibit "~~A~~".

4. Service Area. The PRIMERA Area consists of the area within the PRIMERA city corporate limits. and its sewer CCN area. The current boundaries of the PRIMERA Area are as set out in Exhibit "A".

5. COMBES' Collection System.

- a. Sewage from the PRIMERA Area will be collected by mains, lines and lift stations (the "PRIMERA Facilities") constructed, owned, operated and maintained by PRIMERA. All of the PRIMERA Facilities within the PRIMERA Area are and hereafter shall be the sole and separate property of PRIMERA. PRIMERA shall be solely liable for capital debts relating to the PRIMERA Facilities to be built.

- b. The Parties acknowledge that the construction of the PRIMERA Facilities, as well as the relative obligations of the Parties hereunder, are subject to the following: 1) receipt by PRIMERA of certain permits and approvals of the Texas Natural Resource Conservation Commission ("TNRCC"), 2) sufficient funding of a portion or all of the costs of a wastewater collection system within PRIMERA's CCN, including right-of-way acquisition and construction costs of collection lines and lift stations, 3) sufficient funding is provided to HARLINGEN through a grant to PRIMERA from the Texas Water Development Board, EDAP, or other state or federal agency for a major lift station and force main, and 4) sufficient funding is provided to HARLINGEN through a grant to PRIMERA from the Texas Water Development Board, EDAP, or other state or federal agency for the equity buy in of treatment capacity at WWTP No. 2. Such funding shall be provided to HARLINGEN in accordance with the terms of paragraph 12 hereunder.
- c. PRIMERA will build its wastewater collection system in compliance with all applicable federal, state

and local laws, ordinances, rules and regulations and further agrees to submit its construction plans and specifications for informational purposes only to HARLINGEN prior to their submission to the TNRCC. After construction of the wastewater collection system is completed, PRIMERA will provide HARLINGEN with a copy of the "as built" or recorded drawings.

- d. Upkeep and maintenance of the PRIMERA collection system shall be the exclusive responsibility of PRIMERA.
- e. PRIMERA shall be required to install new equipment or modify existing equipment or operations to conform to state and federal laws or regulations and to keep its system in similar efficiency and as operational as HARLINGEN's sewer system. If an emergency exists, PRIMERA shall provide for immediate repairs, installations or changes. The repeated or habitual failure of PRIMERA to make such repairs, installations or changes as required by this Agreement, upon notice in writing to do so from HARLINGEN within the time periods specified, shall be sufficient grounds for HARLINGEN to

discontinue accepting sewage from the PRIMERA Area,
in whole or in part until the problem is corrected.

6. PRIMERA Ordinances. PRIMERA shall enact appropriate ordinances covering all sanitary sewer customers within its city limits which shall cause the sewage discharge delivered to the Point of Delivery to comply with all requirements as set out in Exhibit "D". See also Section 14.

7. Compliance With Applicable Law.

- a. All collected wastewater delivered to HARLINGEN's wastewater collection system at the Point of Delivery will meet and be in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including the pre-treatment requirements of HARLINGEN as set out in HARLINGEN's Pretreatment Ordinance (No. 93-1), which is incorporated by reference herein as if set forth verbatim. PRIMERA shall enforce all federal, state, and local statutes, ordinances and regulations, pertaining to industrial effluent discharge into the sewer systems covered by this Agreement, with particular reference to HARLINGEN's Pretreatment Ordinance, as amended or as may be amended, and shall enact ordinances and enforce

same as required to insure that all users of the sewer lines lying in the PRIMERA Area comply with the standards set forth in the aforesaid statutes, ordinances and regulations.

- b. The collected wastewater delivered to HARLINGEN shall not exceed the limits set forth in Exhibits "B", "C", and "D", as amended from time to time, unless authorized by subsequent written amendment to this Agreement. In the event PRIMERA's wastewater does exceed the limits set forth in Exhibits "B", "C" and "D", PRIMERA shall pay to HARLINGEN all surcharges and/or penalties authorized by HARLINGEN's Pretreatment Ordinance, as amended from time to time, and HARLINGEN may shut off the flow of wastewater from PRIMERA if, in HARLINGEN's sole judgment, the wastewater may cause any upset at any of its wastewater plants or cause HARLINGEN to violate the parameters, conditions or requirements of any of their permits from federal, state or local regulatory agencies. Any surcharges or penalties due under HARLINGEN's ordinances and collected by PRIMERA shall be paid over to HARLINGEN; however, PRIMERA shall pay to HARLINGEN

all such surcharges on penalties due under these ordinances whether or not they are collected by PRIMERA. PRIMERA may charge an additional fee to the violating customer to recover PRIMERA's costs for collecting and enforcing any federal, state or local law or regulation against such customer.

8. Fines And Penalties. In the event that HARLINGEN receives and is compelled to pay any fine or penalty assessed by the United States Environmental Protection Agency ("EPA"), the TNRCC or any other state or federal agency with oversight powers and if the reason for the fine or penalty, in whole or in part, is a result of the effluent quality or quantity of the wastewater delivered by PRIMERA to HARLINGEN, PRIMERA shall be liable to pay to HARLINGEN its proportionate share of the fine or penalty and any reasonable attorney's fees necessarily incurred by HARLINGEN to review and analyze the assessed fine or penalty and attempt to defend HARLINGEN's position with the assessing agency. Payment to HARLINGEN of PRIMERA's proportionate share shall be due within thirty (30) days after the invoice is sent to PRIMERA as required hereunder.

9. HARLINGEN'S Right To Inspect. HARLINGEN and its authorized representatives are hereby granted the right to, but is not required to, inspect all of PRIMERA's sewer lines or facilities

and to take samples and perform tests upon reasonable notice and at any reasonable time and place to determine whether the PRIMERA's collection system is operating properly and complies with all federal, state and local laws, regulations and ordinances, including HARLINGEN's Pretreatment Ordinance. If such tests show harmful substances in excess of the quantity or concentrations permitted under HARLINGEN's Pretreatment Ordinance, the HARLINGEN WATERWORKS SYSTEM General Manager or his designee shall notify PRIMERA in writing. PRIMERA shall require the violating customer to make the adequate corrective measures to remedy such conditions. PRIMERA shall pay all surcharges and/or penalties assessed or required under HARLINGEN's Pretreatment Ordinance and/or any other relevant law, regulation or ordinance, until notified in writing by the HARLINGEN WATERWORKS SYSTEM General Manager or his designee that such conditions have been remedied.

10. Notice of Emergencies. PRIMERA agrees to notify the HARLINGEN WATERWORKS SYSTEM General Manager as promptly as possible of all emergency and other conditions which may directly or indirectly affect the operation of HARLINGEN's wastewater treatment and collection system. HARLINGEN agrees to notify PRIMERA as promptly as possible of all emergencies and other conditions which may directly or indirectly affect the ability of HARLINGEN to transport and/or treat PRIMERA's wastewater.

11. Equipment To Monitor At Point Of Discharge. HARLINGEN will furnish, install, operate, and maintain the necessary equipment and devices of standard type required for measuring properly all wastewater discharged at the Point of Delivery into its sanitary sewer system by PRIMERA. HARLINGEN's costs of furnishing, installing, operating and maintaining the equipment will be calculated and included in future rates to be paid by PRIMERA. Such meters and other equipment shall be and remain the property of HARLINGEN. PRIMERA shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of HARLINGEN. If requested by PRIMERA in writing, such reading, calibration and adjustment of any meter shall be conducted in the presence of a PRIMERA representative. All readings of meters will be entered upon proper books of record maintained by the HARLINGEN. PRIMERA may have access to said record books during reasonable business hours.

12. Funding For Collection And Payment For Capacity. Funding for collector mains and lines and for the capacity as set out in Exhibit "B", being purchased under this Agreement, will be provided through a grant or loan to PRIMERA from the Texas Water Development Board, EDAP, or other state or federal agency. Payment for the capacity set out in Exhibit "B" shall be made to HARLINGEN within

thirty (30) days of receipt of these grant or loan funds and is subject to the procedure set out below. If the funding of a loan or grant does not occur or does not occur in an amount adequate to build or purchase the necessary improvements or capacity, in the discretion of either city, either party may cancel this Agreement.

~~PRIMERA and the Texas Water Development Board agree that funds~~
for construction of the portion of the project that will be part of
the HARLINGEN System ~~will be funded in accordance with the~~
~~contracts executed by HARLINGEN and that such funds will be~~
disbursed to HARLINGEN as required to comply with the contracts.
Such funds shall be deposited into a separate checking account from
PRIMERA's account(s) for all other grant funds for this Project.
The separate HARLINGEN checking account will require two signatures
to withdraw funds. One signature will be provided by one of the
officials designated by PRIMERA and the second signature will be
provided by one of the officials designated by HARLINGEN.
HARLINGEN will not be responsible for securing or providing any
such funds during or after the contract work.

13. Expansion. In the event that PRIMERA's volume of sewage exceeds on an average 75% of the average daily flow as stated in Exhibit "B" for any three months consecutive period in any twelve (12) month period, HARLINGEN shall notify PRIMERA that PRIMERA must begin negotiations with the HARLINGEN WATERWORKS SYSTEM regarding

the price of the additional transportation and treatment capacity needed by PRIMERA and the rate to be charged for the transportation and/or treatment. HARLINGEN agrees that all capacity and service charges shall be just and reasonable and based on the cost to provide the service. In the event that PRIMERA's volume of sewage exceeds on an average 90% of such average daily flow as stated in Exhibit "B" for any three months in a calendar year, PRIMERA shall not issue any building permits or approve any new subdivision plats which will be served under this contract without the specific written authority of the HARLINGEN WATERWORKS SYSTEM.

14. Subdivision And Commercial Connections; Financial Responsibilities Of Subdividers And Commercial Developers. PRIMERA shall be solely responsible for the discharge(s) of all sewage from its system into the HARLINGEN System including hydraulic load, strength, and toxic levels. The manner in which PRIMERA does this is its sole responsibility using whatever means it deems necessary to insure its discharge does not violate any criteria set forth in this Agreement. Failure to keep such discharge(s) within these criteria shall be subject to all of the rights and remedies set out herein. Some suggestions regarding how PRIMERA may regulate future development in order to meet these criteria are the following:

- a. PRIMERA may, upon adoption of this Agreement, pass an ordinance requiring all subdividers submitting

plats or replats creating an additional number of lots or subdivisions in the PRIMERA Area, which are approved on and after the effective date hereof, to provide improvements necessary to connect to the sewer system, including the requirements set out in 14.b. below.

- b. If a new or enlarged subdivision or commercial development or connection creates or causes or will create or cause an overload to any part of the HARLINGEN collection system (e.g. force mains, lift stations, collectors) or to its wastewater treatment system, PRIMERA may require the subdivider and/or developer to pay for any required improvement, upgrade, enlargement or addition to the affected part of HARLINGEN'S wastewater treatment or collection systems. PRIMERA may want to require similar funding for improvements required by its system.
- c. PRIMERA may require all sewer connections to be made in conformity with the provisions of the HARLINGEN City Code (Plumbing Code), as it presently exists or as may be amended. PRIMERA shall adopt similar ordinances and regulations to

accomplish this purpose and to enforce same. All new sewer connections may be made only after an application therefor has been made to and a permit issued by PRIMERA.

15. Technical Assistance. HARLINGEN will provide reasonable technical assistance to PRIMERA as requested and as HARLINGEN, in its sole discretion, is able to provide.

16. Septic Tank Hauler Discharge Prohibited. PRIMERA shall prohibit any septic tank hauler or honey wagon operator from discharging any sewage into its collection system and shall take all necessary steps to prevent such discharge, including enacting an ordinance preventing such discharges. HARLINGEN agrees not to provide wholesale or retail sewer service to any person, corporation or organization located within the PRIMERA city limits.

17. Service Fees And Rates. PRIMERA shall pay service fees to the HARLINGEN WATERWORKS SYSTEM for the services rendered hereunder as set forth in Exhibit "C" attached. HARLINGEN may raise its rates for sanitary sewer service from time to time as needed to maintain just and reasonable rates. HARLINGEN shall give PRIMERA ninety (90) days written notice before raising the rates and shall provide PRIMERA its calculations information for the proposed rate increases at the time the information is presented to its Board of Trustees, whichever is earlier. As provided in

Exhibit "C", II, Treatment Cost, HARLINGEN has the authority to retroactively adjust the service fees to PRIMERA based on the audited figures for the cost of providing sewer services under this Agreement.

18. No Partnership; Indemnity. This Agreement is made for the purpose of providing wastewater treatment services by HARLINGEN to PRIMERA. No partnership or joint venture is intended to be created hereby. HARLINGEN's sole responsibility is that of providing wastewater treatment services as set out herein and HARLINGEN shall have no responsibility for, and PRIMERA shall indemnify, defend and hold HARLINGEN harmless from any damage, claims, demands, or causes of action arising from:

- a. the construction, operation, maintenance, repair or existence of PRIMERA's wastewater collection facilities to be built or any part of its wastewater system used to deliver wastewater to HARLINGEN for treatment;
- b. the provision of sewer collection service; and/or
- c. any act or omission relating to such services.

This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by HARLINGEN relating to or arising from any such damages, claims, demands or causes of action.

19. Suspension Of Service. To the extent permitted by law, HARLINGEN shall have the right to discontinue providing sewer services to PRIMERA and its sanitary sewer customers so long as PRIMERA remains delinquent in any payments due hereunder for a period of thirty (30) days from billing date, and shall have the right to not resume such service while PRIMERA remains delinquent. However, HARLINGEN may pursue all legal remedies against PRIMERA to enforce and protect its rights and PRIMERA shall not be relieved of its liability to HARLINGEN for the payment of all amounts which would have been due hereunder. These contractual rights are cumulative of all other rights allowed by law.

20. Termination Upon Default. Any Party may terminate this Agreement following a default by the other Party in the performance of this Agreement and the failure to correct or take reasonable steps to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting Party.

21. Other Remedies. 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 (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing however, that HARLINGEN's undertaking to provide and maintain the wastewater collection system and disposal facilities

used by PRIMERA is an obligation, failure in the performance of which cannot be adequately compensated in money damage alone. HARLINGEN agrees, in the event of any default on its part, that PRIMERA shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of PRIMERA's obligations hereunder could not be adequately compensated in money damages alone. PRIMERA agrees in the event of any default on its part that HARLINGEN shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to HARLINGEN.

22. Force Majeure. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of PRIMERA to make the payments required under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such

party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

23. Severability: The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections,

subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

24. Attorney's Fees. The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.

25. Notices. Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be:

- (1) delivered by hand delivery; or
- (2) mailed by certified mail, postage prepaid, return receipt requested, to the addresses indicated below, or at such other addresses as may hereafter be furnished in writing by any Party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed:

HARLINGEN WATERWORKS SYSTEM
Attention: General Manager
P. O. Box 1950
219 E. Jackson
Harlingen, Texas 78551

CITY OF PRIMERA
Attention: Mayor
Route 1, Box 177
Primera, Texas 78552

26. No Third Party Beneficiaries. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express Parties to the Agreement.

27. Interest. Any amount due and unpaid more than thirty (30) days from the billing date shall accrue interest at the maximum rate allowed by law. Failure to pay within thirty (30) days is a default.

28. Waiver. Any waiver at any time by either HARLINGEN or PRIMERA with respect to a default or any other manner arising in connection with this Agreement shall not be deemed a waiver with respect to any other default or matter arising under this Agreement.

29. Venue. The Parties agree that the exclusive venue of any litigation arising out of a dispute under this Agreement shall be in Cameron County, Texas.

30. Texas Law. This Agreement shall be governed in all

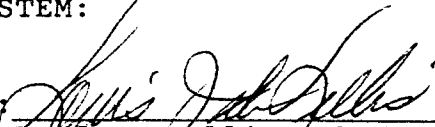
respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas, except as preempted by federal law.

31. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the HARLINGEN WATERWORKS SYSTEM and PRIMERA with respect to treatment of wastewater.

IN WITNESS WHEREOF, this Agreement is executed on behalf of the CITY OF HARLINGEN WATERWORKS SYSTEM and PRIMERA.

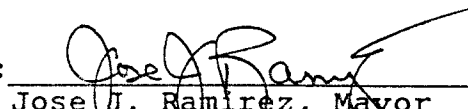
CITY OF HARLINGEN WATERWORKS
SYSTEM:

BY:


Louis DeLellis, Chairman of
the Board of Utility Trustees


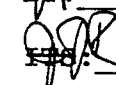
CITY OF PRIMERA:

BY:


Jose J. Ramirez, Mayor


~~AGREED TO AND APPROVED:~~

~~TEXAS WATER DEVELOPMENT BOARD:~~


~~By:~~ _____

~~For:~~ _____

COUNTY OF CAMERON §

Before me, the undersigned authority, on this day personally appeared is LOUIS DELELLIS, Chairman of the Board of Utility Trustees of the City of Harlingen Waterworks System, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said System.

Given under my hand and seal of office on this ____ day of _____, 1996.

Notary Public, State of Texas

My Commission Expires: _____

A C K N O W L E D G M E N T

THE STATE OF TEXAS §

COUNTY OF CAMERON §

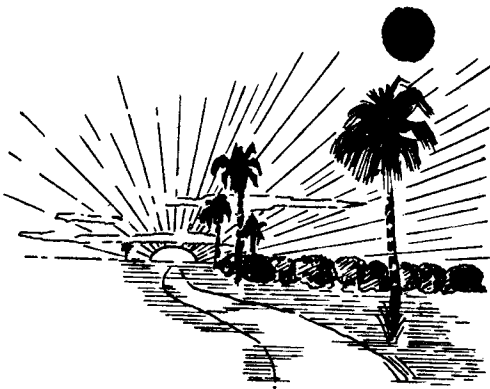
Before me, the undersigned authority, on this day personally appeared Jose J. Ramirez, Mayor of the City of Primera, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said City.

Given under my hand and seal of office on this ____ day of _____, 1996.

Notary Public, State of Texas

My Commission Expires: _____

Exhibit 5
City of Primera Letter of Consent



CITY OF PRIMERA

ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
(AC 210) 423-9654



September 16, 1998

TNRCC
Utility Certification Section
Water Utilities Division (MC-153)
P. O. Box 13087
Austin, Texas 78711-3087

RE: Water and Sewer CCN Application

Dear Sir/Madam:

This letter shall serve notice that the firm of Guzman and Munoz, Engineering and Surveying Inc., is authorized to address questions pertaining to the above referenced application.

Respectfully,

Jose J. Ramirez
Mayor

Exhibit 6
Maps

30090-W

File Number

Petition

Style

Cameron

County

P-17-3

Administrative Review No.

City of Primera

Name of Utility

LOG OF ITEMS IN FILE

Date	No.	Item of Description
6.18.93	1	Petition
7.9.93	2	Ltr. to Mr. Whight
7.9.93	3	Memo to Hearings
	4	
	5	
	6	
	7	
	8	
	9	
	10	

PETITION/APPEAL APPLICATION

Ratepayers

Petitioner and CCN No.

P-17-3

Petition Review No.

6-18-93

Date Filed

City of Primavera

Petitioner and CCN No.

7-2-93

Review Completion Date

Appeal

Type of Petition

Contact Person

Cameron County

PETITION/APPEAL REVIEW CHECKLIST

FILING CLERK

YES NO

1. Original and two copies of Petition
2. Filing fee
3. Map (if applicable)
4. Copy of Contract (if applicable)
5. Other _____

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

STAFF REVIEW

Doug

Name of Reviewer

I have reviewed this petition and recommend it be:

DATE

7/5

Accepted for filing.

Not accepted for filing. Please send attached letter.

The petition will not be accepted for filing until the noted deficiency(ies) has (have) been corrected.

John Hall, *Chairman*
Pam Reed, *Commissioner*
Peggy Garner, *Commissioner*
Anthony Grigsby, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

November 12, 1993

Dr. James E. Wright
5006 Oakmont Circle
Harlingen, Texas 78552

Re: Docket No. 30090-W; Petition of Out-Of-City Rate Payers of the
City of Primera's Rate Increase, in Cameron County

Dear Dr. Wright:

Pursuant to the city rescinding the rate increase and with the subsequent agreement of the customer petitioners to withdraw the referenced project, we are closing the above mentioned docket. The official file for Docket No. 30090-W will be kept on file for informational purposes.

If you have any questions, please contact me at 512/908-6960.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vera Poe".

Vera Poe
Utility Certification and
Rate Design Section
Water Utilities Division

VOP/vop/ecm

cc: Office of Hearings Examiners; ATTN: Kerry D. Sullivan
Legal Division; ATTN: Leslie Brown
The Honorable Jose Ramirez

RECORDED
NOV 13 1993

John Hall, *Chairman*
Pam Reed, *Commissioner*
Peggy Garner, *Commissioner*
Anthony Grigsby, *Executive Director*



K.S.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

September 15, 1993

FAX Number: (512) 463-7974

To: Interested Persons

Re: Docket No. 30090-W; Petition of
Out-Of-City Rate Payers of the
City of Primera's Water Rate
Increase in Cameron County


This letter will confirm my telephone conversation or phone message from yesterday.

The hearing previously scheduled for September 16, 1993 is officially cancelled.

The City of Primera has provided documentation that it has rescinded the rate increase previously at issue in this docket. It is my understanding that the rate increase was either not collected or has been fully refunded. I have discussed this with Ms. Wright, wife of customer representative Dr. James E. Wright. Ms. Wright informed me that the customers no longer request a hearing on this docket in view of the City's action, and that they no longer desired to attend the previously scheduled hearing. (If the City raises its rates in the future, the customers will have another opportunity to request a hearing.)

I appreciate your cooperation in this regard.

Sincerely,


Kerry D. Sullivan
Assistant Chief Hearings Exam
Office of Hearings Examiners

cc: Service List

(CW)
291106 - not in CR
AWS
0310094

SERVICE LIST
City of Primera
Docket No. 30090-W

The Honorable José J. Ramirez
Mayor, City of Primera
Route 1, Box 176
Primera, Texas 78552

Dr. James E. Wright
5006 Oakmont Circle
Harlingen, Texas 78552

Representing: Out-of-City
Ratepayers

Leslie Brown, Staff Attorney
Legal Division
Texas Natural Resource
Conservation Commission
P. O. Box 13087
Austin, Texas 78711-3087

Representing: the Executive
Director of the Texas Natural
Resource Conservation
Commission

Cynthia G. Hayes, Attorney
Acting Public Interest Counsel
Texas Natural Resource
Conservation Commission
P. O. Box 13087
Austin, Texas 78711-3087

COUNTY OF TRAVIS) (

Given under my hand and the seal of the Texas Water Commission, this the
11th day of August, 19 93.

SEAL

John Hall, Chairman
Pam Reed, Commissioner
Peggy Garner, Commissioner



TEXAS WATER COMMISSION

PROTECTING TEXANS' HEALTH AND SAFETY BY PREVENTING AND REDUCING POLLUTION

August 11, 1993

CERTIFIED MAIL

City of Primera
Attn: Jose J. Ramirez, Mayor
Route 1, Box 176
Primera, Texas 78552

RE: Mailing requirements on Notice of Public Hearing regarding water rate increase
Docket No. 30090-W

Dear Mayor Ramirez:

Enclosed is a Notice of Public Hearing concerning the above-referenced. This notice must be provided in its entirety (including the attached mailing list) to all affected utility customers, at your expense. You may mail it with a utility bill or statement, or by separate first class mail. In accordance with Section 13(a) of the Administrative Procedure and Texas Register Act, all affected customers must receive the notice not less than 10 days before the hearing date, or not later than September 6, 1993.

After the notice is mailed to all affected customers, you must file an affidavit stating the attached notice was mailed to all affected customers, and stating the date on which it was mailed. The affidavit must be filed with Heidi Jackson, the Hearings Examiner of the Texas Water Commission assigned to this matter, within ten days following completion of the mailing. Immediately contact the Hearings Examiner in the event notice is not provided in a timely manner.

Two copies of an affidavit form are enclosed for your use in complying with our requirements in the above paragraph. Please mail one copy to the Hearings Examiner as indicated above, and retain the second one in your records. On the day of the hearing, please bring your copy of this affidavit with you to the hearing.

If you have any questions, please call (512) 463-7875 to speak with the Hearings Examiner assigned to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Gloria A. Vasquez".

Gloria A. Vasquez, Chief Clerk
Texas Water Commission

GAV/crs
Enclosures

cc: Dr. James E. Wright, Representative Spokesman for Out-of-City Ratepayers, 5006
Oakmont Circle, Harlingen, Texas 78552
Heidi Jackson, Hearings Examiner, Texas Water Commission

TEXAS WATER COMMISSION



NOTICE OF HEARING ON APPEAL BY OUT-OF-CITY RATEPAYERS CONCERNING WATER RATE INCREASE BY THE CITY OF PRIMERA

On April 8, 1993, by Ordinance No. 93-101, the City Council of the CITY OF PRIMERA approved an increase of water rates effective immediately. Out-of-City ratepayers have filed a petition with the Texas Water Commission appealing the water rate increase under Section 13.043(b)(4) of the Texas Water Code. This matter has been designated as Docket No. 30090-W. A Hearings Examiner of the Texas Water Commission will conduct a preliminary public hearing at:

10:00 a.m. - Thursday, September 16, 1993
John H. Reagan State Office Building - Room 104
105 West 15th Street - Austin, Texas

This hearing will be held under the authority of Chapter 13 of the Texas Water Code and the Rules of the Texas Water Commission (31 TAC Chapter 291).

Persons desiring to present information relating to the appeal must appear at the public hearing either in person or by a representative and present such information, subject to all applicable rules of evidence. Information offered in written form in the writer's absence will be noted by the Commission but will not be considered as evidence since the writer cannot be cross-examined. No person will be admitted as a party to the proceeding unless the person complies with Commission Rules, which require a justiciable interest and attendance at the hearing either in person or by a qualified representative. Parties will be given an opportunity to negotiate a settlement prior to the hearing on the merits.

The record of this proceeding will include evidence and testimony taken at the public hearing. The hearing may be continued from time to time and place to place, if necessary, to develop all relevant evidence bearing on the subject of the hearing. The Texas Water Commission reserves the right to schedule or reschedule hearings as it deems necessary. Further information concerning any aspect of the appeal, if available, may be obtained by writing the Water Utilities Division, P.O. Box 13087, Austin, Texas 78711, telephone 512/908-6960. Information may also be obtained from Leslie Brown, Staff Attorney, at the same address or by calling 512/463-8069. Information concerning any procedures of the hearing may be obtained by contacting Heidi Jackson, Hearings Examiner, at the same address or by calling 512/463-7875. Information concerning public participation in hearings may be obtained by contacting the Public Interest Counsel at the same address, or by calling (512) 908-6363.

Persons with disabilities who plan to attend this hearing and who may need auxiliary aids or services (such as interpreters for persons who are deaf or hearing impaired, readers, large print, or braille) are requested to contact the Hearings Examiners Office at (512) 463-7875 or 1-800-RELAY-TX (TDD) at least two (2) work days prior to the hearing so that appropriate arrangements can be made.

Issued this 11th day of August, 1993.

(Seal)

A handwritten signature in cursive script, reading "Gloria A. Vasquez".

Gloria A. Vasquez, Chief Clerk
Texas Water Commission

MAILING LIST
CITY OF PRIMERA
Docket No. 30090-W

City of Primera
Attn: Jose J. Ramirez, Mayor
Route 1, Box 176
Primera, Texas 78552

Dr. James E. Wright, Representative Spokesman for
Out-of-City Ratepayers
5006 Oakmont Circle
Harlingen, Texas 78552

Texas Water Commission

P. O. Box 13087

Austin, Texas 78711-3087

Leslie Brown, Staff Attorney

~~Jorge Arroyo, Staff Engineer~~

Bernie Erwin, Staff Accountant

Heidi Jackson, Hearings Examiner

Cynthia Hayes, Acting Public Interest C.

Sandy Cantu, Media Relations, Office of

Nancy Lynch, Legal - Enforcement Policy

*Kerry -
heres the file
on that one
Where the mayor
called & said they
rescinded the rate
order. He should be
writing to you.
There's a rep. for out-
of-city rate payers on
the C.C.'s notice that
maybe we should
notify? HCT*



CITY OF PRIMERA

ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
(AC 512) 423-9654

PRIMERA CITY COUNCIL CITY OF PRIMERA

"MINUTES"

The Primera City Council held a Special Meeting Thursday, June 24, 1993 at 6:30 P.M. at the Wilson School Cafeteria.

ITEM # I: Meeting was called to order by Mayor, Jose J. Ramriez at 6:55 P.M.

ITEM # II: Invocation was given by Mayor Ramirez.

ITEM # III: ROLL CALL:

Present:	Jose J. Ramirez	Mayor
	Emma L. Tamez	Alderman
	Christine Vargas	Alderman
	Javier Correa	Alderman
	Antonio Segura	Alderman

Absent: John David Osborne Mayor Pro-Tem

Comprinsg a quorum of the City Council.

ITEM # IV: PRESENTATION BY CITIZENS: No presentations were given at this time.

ITEM # V: All bids submitted for the completion of the new City Hall were accepted as follows:
BASE BID 1: Sweezy Constr., Jennings, BJ Septic Tanks
BASE BID 2: ALECO, Sweezy Constr., Pamelton Paving
BASE BID 3: ALECO, Sweezy Constr.

ITEM # VI: After a brief discussion the Council selected the bids as follows:
BASE BID 1: JENNINGS/SEPTIC \$3,900.00
BASE BID 2: PAMELTON/PAVING \$25,041.00
BASE BID 3: SWEETZ CONSTR./GENERAL \$127,400.00

Alderman Segura moved to approve the motion.
Motion was seconded by Alderman Correa. All in favor, motion was carried.

SPECIAL MEETING
JUNE 24, 1993
PAGE II

ITEM # VII: A brief discussion was held concerning water rate increase for the people outside the city limits. The Council agreed to rescind Ordinance No. 93-101, SECTION 2, ART. 1. Alderman Segura moved to approve the motion. Motion was seconded by Alderman Correa. All in favor, motion was carried.

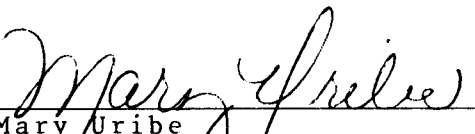
ITEM # VIII: A discussion was held concerning renting Community Center. The Council agreed to charge \$150.00 plus a \$50.00 dollar deposit. Contract and restrictions will be drawn up by City Attorney, William Wepfer. City Secretary will be in charge of reservations and money.

ITEM # IX: After a brief discussion concerning Ribbon Cutting Ceremony, the Council agreed to serve coffee, juice, donuts and fruit for the ceremony and hot dogs, pop corn and punch for the social gathering. A DJ will be hired for the social gathering.

ITEM # X: There being no further business to discuss, Alderman Tamez moved to adjourn. Motion was seconded by Alderman Vargas. All in favor, motion was carried. Meeting was adjourned at 8:10 P.M.


Jose J. Ramirez
Mayor

7-8-93
Date Approved


Mary Uribe
City Secretary

7-8-93
Date Approved



CITY OF PRIMERA

ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
(AC 512) 423-9654



STATE OF TEXAS \$
CITY OF PRIMERA \$
CAMERON COUNTY \$

ORDINANCE NO. 93-101

AN ORDINANCE OF THE CITY OF PRIMERA, TEXAS, SETTING MONTHLY RATES FOR WATER SERVICE AND OTHER CHARGES FOR NEW SERVICE, CAPITAL IMPROVEMENT FEES, ADMINISTRATIVE FEES, RECORDING AND TAX ASSESSOR FEES, PLAT REVIEW FEES AND WATER RIGHTS FEES, AND PROVIDING FOR COUNCIL APPROVAL OF WATER SERVICE OUTSIDE THE CITY LIMITS.

WHEREAS, the City Council finds that it is necessary to adopt rates and fees for water service to produce revenues adequate to pay necessary maintenance and operating expenses of the City of Primera Waterworks System and to provide for the future water needs of the City and expansion of the Waterworks System.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRIMERA, TEXAS:

Article I: Monthly Rates for Water Services

Section 1. Rates for services within the City Limits. The following rates are hereby effective for water service within the City Limits of the City of Primera:

2,000	gallons and below	\$ 10.00 Minimum
2,001	gallons to 5,000 gallons	\$ 2.00 per thousand
5,001	gallons to 24,000 gallons	\$ 1.50 per thousand
24,001	gallons and above	\$ 1.25 per thousand

Section 2. Rates for services outside the City Limits. The following rates are hereby effective for water service outside the City of Primera:

2,000	gallons and below	\$ 20.00 Minimum
2,001	gallons to 5,000 gallons	\$ 4.00 per thousand
5,001	gallons to 24,000 gallons	\$ 3.00 per thousand
24,001	gallons and above	\$ 2.50 per thousand

Article II: Other Rates and Charges for Water Services

Section 1. Installation of New Service

a. Whenever new water service is provided to a single property owner or a developer, whether inside City Limits or outside the City Limits, the owner or developer shall be required to pay, in advance, a meter and water tap fee of \$300.00 for each 3/4" meter and \$425.00 for each 1" meter.

Section 2. Capital Improvement Fees, Administrative Fees, Recording and Tax Assessor Fees, and Plat Review Fees Inside the City Limits.

Each developer of a subdivision located within the City Limits of the City of Primera shall pay the following fees prior to receiving approval from the City for the subdivision:

- | | |
|-------------------------------------|-------------------------|
| 1. Capital Improvement Fee | \$50.00 per lot |
| 2. Administrative Fee | \$50.00 per lot |
| 3. Recording and Tax Assessor Fee | \$40.00 per lot |
| 4. Plat review by City Engineer Fee | \$75.00 per subdivision |
- (An additional fee of \$60.00/hr will be charged to review construction plans and specifications, if any)

Section 3. Capital Improvement Fees, Administrative Fee, Water Rights Fees and Plat Review Fees for Subdivisions Outside the City Limits.

a. Developer Fees. Each developer of a subdivision located outside the City Limits of the City of Primera, whether located within or outside the extraterritorial jurisdiction of the City, shall pay the following fees prior to receiving approval from the City for water services:

- | | |
|-------------------------------------|-------------------------|
| 1. Capital Improvement Fee | \$50.00 per lot |
| 2. Administrative Fee | \$50.00 per lot |
| 3. Water rights fee | \$275.00 per lot |
| 4. Plat review by City Engineer Fee | \$75.00 per subdivision |
- (An additional fee of \$60.00/hr will be charged to review construction plans and specifications, if any)

b. Property Owner Fees. Each individual property owner of a lot or lots within a subdivision located outside the City Limits for which the developer fees set forth above have not been paid as required by the developer, shall pay all applicable fee attributable to the lot or lots owned prior to approval of water services by the City.

Article III. Water Service Outside the City Limits.

Nothing in this Ordinance shall be constructed to obligate the City of Primera to provide water service to persons living outside the City Limits. Water service outside the City Limits can only be furnished with prior approval of the City Council at its sole discretion and upon payment of the fees required by this Ordinance.

PASSED AND APPROVE THE 8th DAY OF APRIL, 1993.

John Hall, Chairman
Pam Reed, Commissioner
Peggy Garner, Commissioner



TEXAS WATER COMMISSION

PROTECTING TEXANS' HEALTH AND SAFETY BY PREVENTING AND REDUCING POLLUTION

July 9, 1993

Mr. James E. Wright
5006 Oakmont Circle
Harlingen, TX 78552

Re: Docket No. 30090-W; Petition Submitted by Out of City Ratepayers
of the City of Primera's Water Rate Increase in Cameron County

Dear Mr. Wright:

The referenced petition has been accepted for filing. The petition has been assigned Docket No. 30090-W. Please reference all further communications regarding this petition to this number.

The petition is being forwarded to the Texas Water Commission's Office of Hearings Examiner. A date for a preliminary hearing in this matter will be scheduled. I will request that the Hearings Examiner require the utility provide notice of the preliminary hearing.

At this preliminary hearing the Commission will first establish jurisdiction. The jurisdictional issues may include the filing date of the petition, percentage of customers signing the petition and the validity of the signatures on the petition. If jurisdiction is established, an attempt to reach an agreed settlement in this case may be made. If a settlement is not possible, then a schedule for discovery, prefiled testimony and another hearing date will be set.

If you have any questions, please contact Jorge Arroyo or Bernie Erwin at (512) 908-6960, or at the address below.

Sincerely,

A handwritten signature in cursive script that reads "Doug Holcomb".

Doug Holcomb, P.E.
Utility Certification and
Rate Design Section
Water Utilities Division

SHB/bre/ecm

cc: Attached Proposed Mailing List

RECEIVED

JUN 18 1993

TEXAS WATER COMMISSION
UTILITY CERTIFICATION
& RATE DESIGN

16 June 1993

To: Texas Water Commission

From: Ratepayers Outside City Limits of Primera, TX
Dr. James E. Wright, representative spokesman

Subject: Petition to Appeal Increased Water Rates

Enclosed is the original petition with 4 copies which contain 112 signatures of a possible 250 outside ratepayers for water in Primera. This is to appeal the doubling of the water rates on outside water users (attachment #1). Primera buys water from the Harlingen TX water utility (contract = attachment #2, usage and payment schedule = attachment #3) at the rate of \$1.00 per 1000 gallons.

The original water system for Primera was installed by HUD and outside water users had to be included in order for Primera to obtain funds for its installation. Its installation system included the extension of single lines to individuals at a considerable distance from Primera proper who were involved in originally obtaining the HUD funds.

The auditing of water utility income and expenses is apparently not done by CPAs

Even at the original cost level, the water rate of Primera is excessive as compared to other nearby communities (attachment #4).

-4

PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA
CITY OF PRIMERA
ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
512-423-9854

JUN 18 1993

The undersigned ratepayers outside the city limits of Primera and users of Primera water services hereby appeal the decision of the council members and City of Primera affecting the rates charged to the by the City of Primera. The rate change was approved on 8 April, 1993 and effective immediately by Ordinance no. 93-101 and affected the rates charged for water utility service, tap fees, capital improvement fees, administrative fees, recording and tax assessor fees, and plat review fees. On May 10, 1993 the ratepayers were notified by the service provider of this rate increase. The undersigned request that the Texas Water Commission review the decision to determine if the rates established are just and reasonable. The old rates charged by the service provider are \$10.00 minimum bill plus \$2.00 for each 1,000 gallons up to 5,000 gallon, \$1.50 per thousand up to 24,000, and \$1.25 for 24.001 and above. The new rates are doubled for us that are on the outsides of the city limits of Primera: the rates quoted are those within Primera. The undersign designate James E. Wright, Primera Outside Water Users as their representative on this matter. Correspondence to the ratepayers representative may be directed to James E. Wright, Primera Outside Water Users, 5006 Oakmont Circle, Harlingen, TX 78552; 210-423-2471. (1) Attached is the City of Primera, TX Ordinance no. 93-101 delineating the increase in rates. (2) Attached is the contract with the City of Harlingen Water Department from which Primera purchases the water at \$1.00 per thousand gallons and a base fee of \$100 monthly. (3) Attached is a statement of water usage by Primera from Harlingen since 1991--two meters are used: apparently one for Primera internal use and one (Wilson Rd) for outside use. Outside uses more than 5.7 times the volume of water)

Names (Please print) and Signature	Service Address (and Mailing if different from service address)	Phone no.
---------------------------------------	--	-----------

John Rice	4506 Albina 72 Harlingen	425-2340
Emily Kraft	Rt 1 Box 224	423-4248
Cindy Gary Tanner	RR1 Box 234H Harlingen TX	412-6945
Miguel Gallegos	Rt. 1 Box 224-AA	412-6547
Judy Vasquez	Rt. 1 Box 224A-1	412-3526
Don M. Jones	Rt. #1 Box 224-A	no Phone
Ronnie Bryan	Rt. 1 Box 234B	412-7323
Diana Torres	Rt. 1 Box 234-A	428-7140
Y. T. Yuth	Rt. 1 Box 234	425-7294

TONY ESPINOZA RR1 Box 232 HON TX 78552 412-0838
 Russell Wheelock Rt. 1 Box 232 Harlingen Tx 78552 425-2362
 Joe B McLaughlin Rt 1 Box 226 Harlingen TX 428-7219
 Faustina Perez P.O. Box 160 Combes, Tex. 423-0748
 J. R. Randall Box 160 Combes Texas 78353 -423-0748
 John F. Cyren Rt 1, Box 229 Harlingen, Tex
 Antonio Villar Rt 1 Box 231-A Harlingen TX 425-6857
 Charles Aldridge Rt. 2 Box 207 Harlingen, Tex 412-7305
 Douglas - Reem P.O. Box 673 COMBES TX 423-9527
 Mary Louise Nett P.O. Box 253 HARLINGEN TEX 78550
 Sarah Montemayor Rt 2 Box 213 Harlingen, TX 78552
 Pedro Pecunia RR2 Box 209 Harlingen TX 78550
 Gail Cervantes RR 2 BOX 208 Harlingen Tx 78552
 Ernesto Vasquez RR2 Hwy 107 HON TX 425-1116
 Mandy Mitchell RR2 Davis Rd Harlingen 423-3444
 Jim D Dunn Hwy 107 Rt 2 Hgn 425-1365
 Natalie Ford MARTIN CLARK Rt 1 Box 227 HARLINGEN: 423-4811
 Max Jackson King Rt. 1 Box 228 Harlingen 423-3764
 Maria Dav East Rt. 1 Box 230 Harlingen 428-6877
 Paul Mandiola 4 1/2 Mi. N. Street Pl. Rd Harlingen 423-3721

PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA

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Names (Please print)
and Signature

Service Address (and Mailing
if different from service address) Phone no.

Michael Perez	1425 PRESTON TRAIL Harlingen TX	425-1119
Vernon Mc Nabh	North Wilcox	423-2333
Jean Whitman	1807 Preston Trail Harlingen	423-4408
Marge Felton	1805 Preston Trail Harlingen	421-2161
R. H. Carlson	RT 1 Box 231 S. Harlingen	423-3162
Fanny Foyera S.G.	RT 2 Box 127-A Harlingen TX.	
Alfreda Crocker	RT 1 Box 740 Harlingen TX.	425-4809
Robt E. Epner	RT 1 Box 739-A Harlingen TX.	423-7610
C. A. Swanson	5007 Jirastan Ave. Harl. Sup	428-1644

Jenny Current	1502 Preston Trail	421-2234
Judy Evans	1427 Preston Trail	423-0789
Donna Caddel	1435 Preston Trail	423-4055
Lore & Williams	1576 " "	425-2873
Maria Estrada	712 El Paso, Lp	Tx 4129335
Santos Ortiz	Rt 1 Box 741A, Harlingen	Tx 78552
Theresa L. Lina	Rt 1 Box 736A	41222544
Alvicio Barreca	Rt 1 Box 755	428-28-87
Benjamin Hurtado	Rt 1 Box 734 A El campo	412.3651
Gene D. Hoffman	Rt 1, Box 105 A Hqs	425-2956
Miss Murray & Hoffman	Rt 1, Box 165 Hqs	423-1333

PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA

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Names (Please print) and Signature Service Address (and Mailing if different from service address) Phone no.

Robert E. Boyd	Rt 1 Box 82 Harlingen	210 425 5091
David Budger	5008 Oakmont Cir Hgn	210-428-2044
Mr + Mrs Javier Deheon	1407 Preston Trail Harl. Tx	(210) 428-1247
Annette Al Laury	Rt. 1 Box 64-A Hgn Tx	78552 (210) 412-5712
Mr + Mrs John English	703 Preston Tr Harlingen Texas	210 425 8190
Dr. Jim Lawry	5011 Firestone Ave Hgn Tx	425-0691
Alvaro Sanchez	Route 1 Box 724 A EL PQSO Primera	
Rodney C. Thompson	Rt 1 Box 222 N. St. Pl Rd.	
Joni L. Davenport	5013 Oakmont Circle Rt 4, Hgn Tx.	78552 421-2125

PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA
CITY OF PRIMERA
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Names (Please print) and Signature	Service Address (and Mailing if different from service address)	Phone no.
Jimmy Morris	Route 1 Box 231 Harlingen Tex	423-2280
John S. Galan	Rt. 2 Box 158C	423-1641
John H. Thomassen	5106 Riveridge	421-4587
Walter Brockman	1508 Preston Trail	423-6624
Monica Dunkin	1423 Preston Trail Harlingen Tx	423-6809
James A. Warner	1506 PRESTON TRAIL HARLINGEN	423-2712
Verith Zuniga	713 A. EL PASO DR.	428-5281- HENIX
Mr & Mrs Roberto Moreno	711 El Paso Dr.	
Mytha Maldonado	Rt. 1 Box 708 A EL PASO Dr.	
Paula Lopez	Rt. 1 Box 928-A	
Lidia Bermudez	Rt 1, Box 717A EL PASO Dr.	

Jaime Resendes RT 1 BOX 738 A HARLINGEN
 Alonso Lopez RT1 Box 714 A HARLINGEN
 Linda Dean 1802 Augusta Dr. Harlingen, TX 78552
 Jesus Maria Rt 1 Box 738 El Campesino Harlingen TX 78552
 Ramiro A. Perez 5010 Firestone St Hgn TX 512-421-4957
 Rose Williams 1516 Preston Trl 425-7873
 Mary B. Smith 1604 Preston Trail
 Phil A. Jui 5102 Pineridge Harlingen, TX 78552 421-3572
 Matthew J. Calvey 1402 Preston Trail 78552 423-7021
 Charles W. Crowley 5108 Pineridge, Hgn. 78552 423-5165
 Susan Williams 1516 PRESTON TRAIL HARLINGEN TEX 78552 425-7873
 Richard Bennett 1502 PRESTON TR Hgn TX 78552 421-2234
 ALFRED BAKER 1512 PRESTON TRAIL Harlingen Tex 78552
 Anna Baker 1512 Preston Trail Hgn Tex 78552
 Robert Ancuso Rt 1 Bx 739, Harlingen, Tx 78552
 Maria Munoz Rt. 1 Bx 742-A, Hgn. TX 78552
 Janie Warner 1506 Preston Trail Hgn TX 78552
 Dale Todd 5009 Oakmont circle Hgn 78552
 Marilyn Lowry 5011 Firestone Ave Hgn 78552
 John C. Deibel 1426 Preston Trail Harlingen 78552 423-0730
 Sharon Deibel 1426 Preston Tr Harlingen 78552
 Glenn Highland 1705 PRESTON TRAIL Hgn 78552
 Myra Adams 5104 Pineridge Hgn 78552
 Mr & Mrs Pelt 1102 R.W. 726 EL Camp ST Hgn 78552
 Mr & Mrs David O'Brien 1419 Preston Tr Hgn 78552
 Mr & Mrs James E. Wright 5006 OAKMONT CIR Hgn 78552 423-2471
 Mr & Mrs GEORGE BOOTH 5009 FIRESTONE Hgn 78552 425-7433
 Mr & Mrs George Booth

PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA
CITY OF PRIMERA
ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
512-423-9854

The undersigned ratepayers outside the city limits of Primera and users of Primera water services hereby appeal the decision of the council members and City of Primera affecting the rates charged to the by the City of Primera. The rate change was approved on 8 April, 1993 and effective immediately by Ordinance no. 93-101 and affected the rates charged for water utility service, tap fees, capital improvement fees, administrative fees, recording and tax assessor fees, and plat review fees. On May 10, 1993 the ratepayers were notified by the service provider of this rate increase. The undersigned request that the Texas Water Commission review the decision to determine if the rates established are just and reasonable. The old rates charged by the service provider are \$10.00 minimum bill plus \$2.00 for each 1,000 gallons up to 5,000 gallon, \$1.50 per thousand up to 24,000, and \$1.25 for 24,001 and above. The new rates are doubled for us that are on the outsides of the city limits of Primera: the rates quoted are those within Primera. The undersign designate James E. Wright, Primera Outside Water Users as their representative on this matter. Correspondence to the ratepayers representative may be directed to James E. Wright, Primera Outside Water Users, 5006 Oakmont Circle, Harlingen, TX 78552; 210-423-2471. (1) Attached is the City of Primera, TX Ordinance no. 93-101 delineating the increase in rates. (2) Attached is the contract with the City of Harlingen Water Department from which Primera purchases the water at \$1.00 per thousand gallons and a base fee of \$100 monthly. (3) Attached is a statement of water usage by Primera from Harlingen since 1991--two meters are used: apparently one for Primera internal use and one (Wilson Rd) for outside use. Outside uses more than 5.7 times the volume of water)

Names (Please print) and Signature	Service Address (and Mailing if different from service address)	Phone no.
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Erma Gonzalez <i>Erma Gonzalez</i>	Box 7520, Harlingen, TX 78552	
GARY WILSON <i>Gary Wilson</i>	5109 Doran, Harlingen, TX 78552	

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PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA
CITY OF PRIMERA
ROUTE 1, BOX 176
PRIMERA, TEXAS 78552
512-423-9854

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Names (Please print)
and Signature

Service Address (and Mailing Phone no.
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Arnold J. Hutcherson, Harold J. Hutcherson, 1801 Augusta Dr., Harlingen, TX 78552

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PETITION TO APPEAL RATES ESTABLISHED BY THE CITY OF PRIMERA
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