

OLMITO WATER SUPPLY CORPORATION, INC.
BY-LAWS

Bylaws of the Olmito Water Supply Corporation, having been presented to the Board of Directors of said Corporation, and duly adopted by the Members as follows:

ARTICLE I

The President shall preside at all members' and directors' meetings. Any Board Director may place items on the agenda for regular and special Board meetings if delivered in writing to the President before noon on the day preceding the day the notice must be recorded at the County court House and be posted as required by the Texas Open Meeting Act and in the form required by such act. He may call or, upon demand of one-third (1/3) of such Directors or of the Members, shall call a special meeting of the Directors or membership. Such special meeting shall be held upon giving the notice required in Article XII of the Bylaws and the Texas Open Meeting Act, Chapter 551, Texas Government Code, including any subsequent amendment thereto. He shall perform all other duties that usually pertain to the office, or are delegated to him by the Board of Directors.

ARTICLE II

The Vice-President shall, in case of the absence or disability of the President, perform the duties of the President.

ARTICLE III

Section 1.

The Secretary-Treasurer shall have custody of all the monies and securities of the Corporation. He shall keep regular books and shall keep minutes of all meetings of Members and Directors. All monies of the Corporation shall be deposited by him in such depository as shall be selected by the Directors. He shall have custody of the seal of the Corporation and affix it as directed hereby or by resolution passed by the Board of Directors or Members.

Section 2.

The position of the Secretary-Treasurer, and other positions entrusted with receipt and disbursement of funds, shall be placed under a fidelity bond in an amount which shall be set by the Board of Directors. The amount of said bond shall be set from time to time by the Board of Directors but not less than once a year, and must be at least equal to the maximum amount of

moneys on hand at any one time, but shall not be less than the approximate total annual debt service requirements for all loans, to include those made by the USDA Rural Development, Rural Utilities Service (RUS) and be evidenced by a position fidelity schedule bond as acceptable to USDA Rural Development, RUS, or its successor agencies and assigns.

Section 3.

An assistant secretary may be appointed by the Board who need not be a director and not be considered as an officer of the Board, but an appointee of the Board, to perform such duties as assigned to the officers by these Bylaws when authorized by the Board of Directors.

Section 4.

Checks must be signed by any two of the following: President, Vice-President, Secretary/Treasurer of the Board or Assistant Secretary.

ARTICLE IV

Section 1.

The Board of Directors shall consist of five (5) Directors, a majority of whom shall constitute a quorum, none of whom shall be an employee of the Corporation, each of whom shall be an individual member of the Corporation. Upon issuance of the Charter, and annually thereafter, in the second week of March, the Board of Directors shall elect a President, a Vice-President, and a Secretary-Treasurer. The Directors shall be elected by the Members at the Members' regular meeting provided for in Article XI of the Bylaws. The Directors shall be divided into three classes, each class to be as near as equal in number as possible, the terms of the Directors of the first class to expire at the first annual meeting of the shareholders after their election, the terms of the Directors of the second class to expire at the second annual meeting after their election, and the term of the Directors of the third class to expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expired at the time of such meeting shall be elected to hold office until the third succeeding annual meeting. Upon the loss of membership status, removal, death or resignation of a director, a successor shall be elected by a majority of the Directors remaining to serve until the next regular or Special Membership meeting at which time the general membership shall elect a successor for the remaining portion of the term thus vacated.

Section 2.

The Directors shall receive no compensation for services as such; however, Directors may be compensated for expenses by a majority vote of the Directors.

Section 3.

(a) No Director shall be liable to the Corporation or to the Corporation's membership for monetary damages for any act or omission in the Director's capacity as a director of the Corporation, except and unless the Director shall be found liable for a breach of the Director's duty of loyalty to the Corporation or the Corporation's membership; an act or omission not in good faith that constitutes a breach of the Director's duty to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law on the part of the Director; a transaction from which the Director receives an improper benefit, whether or not the benefit results from an action taken within the scope of the Director's office; or an act or omission for which the liability of the Director is expressly provided by Texas law.

(b) The Corporation shall indemnify any person ("**Indemnified Person**") who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was at any time a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, against and for reasonable expenses (including attorney's fees), judgments, fines, penalties, amounts paid in settlement and other liabilities actually and reasonably incurred by such person in a connection with such action, suit or proceeding, to the full extent allowed, but only to the extent such indemnification is permitted under the Texas Non-Profit Corporation Act as set forth in Article 1396-2.222a, as amended ("**Indemnified Expenses**").

(c) An expense which may become an Indemnified Expense may be paid by the Corporation prior to a final determination of responsibility for such expense if: (1) the Board of Directors, after receiving a written affirmation by the Director of his good faith, believe that he has met the standard of conduct necessary for indemnification, authorizes specific payment of the expenses, and (b) the person incurring the expense agrees in writing to repay the Corporation if it is ultimately determined that he is not entitled to indemnification by the Corporation. The Corporation may purchase and maintain insurance covering an Indemnified Person for and against Indemnified Expenses. The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which an Indemnified Person may be entitled under any agreement, insurance policy or vote of the Members or otherwise, so long as it conforms to the requirements of the Texas Non-Profit Corporation Act as set forth in Article 1396-2.222a, as amended.

(d) No Director shall be liable to the Corporation or to the Corporation's Membership for monetary damages for any act or omission in the Director's capacity as a director of the Corporation, except and unless the Director shall be found liable for a breach of the Director's duty of loyalty to the Corporation or the Corporation's Membership; an act or omission not in good faith that constitutes a breach of the Director's duty to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law on the part of the Director; a transaction from which the Director receives an improper benefit, whether or not the benefit

results from an action taken within the scope of the Director's office; or an act or omission for which the liability of the Director is expressly provided by Texas law.

Section 4.

The Board of Directors shall adopt and maintain a conflict of interest policy designed to promote the business of the Corporation and serve the interests of the Membership. Such policy, at a minimum, shall be in conformance with the provisions of the Texas Business Organizations Code pertaining to duties and responsibilities of the Board of Directors. A Director's violation of such conflict of interest policy or a determination of liability as set forth in Article IV, Section 3 shall constitute cause for removal.

Section 5.

Directors may be removed from office in the following manner, except as otherwise provided in Article V: Any Member or Director may present charges against a Director by filing such charges in writing with the Secretary-Treasurer of the Corporation. The charges must be accompanied by a petition signed by at least ten (10) percent of the Members of the Corporation. Such removal shall be voted on at the next regular or special meeting of the Membership and shall be effective if approved by a vote of 2/3 majority of those voting if a quorum is present. The Director(s) against whom such charges have been presented shall be informed in writing of such charges at least twenty (20) days prior to the meeting, and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses; and the person or persons presenting such charges shall have the same opportunity. If the removal of a Director(s) is approved, such action shall also vacate any other office(s) held by the removed Director(s) in the Corporation. A vacancy in the Board thus created shall immediately be filled by a qualified person other than the removed Director upon a vote of a majority of the Members present and voting at such meeting, in accordance with the written annual or special meetings procedures as adopted by the Board. A vacancy in any office thus created shall be filled by the Board of Directors from among their number so constituted after the vacancy in the Board has been filled.

Section 6.

The President of the Board, or Vice-President, shall preside at any meeting of the Members convened to consider removal of a Director as provided under Section 5, unless the President is the subject of charges, in which event the Vice-President shall preside. In the event both the President and the Vice-President are the subject of charges, those Directors who are not the subject of any charges shall appoint one of the other Directors to preside over the meeting. Any meeting convened to consider the removal of a Director shall be conducted in accordance with the procedures prescribed by the Board. The fact that the President, Vice-President, or other Officer or Director has been made the subject of charges does not prevent such individual from continuing to act as Officer and/or Director. Any Director that has been removed under the provisions of this Article shall not be precluded from subsequent election to a position on the Board of Directors.

ARTICLE V

Section 1.

Regular meetings of the Board of Directors shall be held at such time and place as the Board may determine at the next previous regular meeting, and shall include posting of the meeting as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, including any subsequent amendment thereto, by furnishing the notice to the county clerk, or clerks of the county or counties in which the Corporation provides service, and by posting such notice on the Corporation's website, if one exists, and in a place readily convenient to the public in its administrative office at all times for at least seventy-two (72) hours preceding the scheduled time of the meeting. Such notice shall specify the date, hour, place and subject of each meeting held by the Board of Directors.

Section 2.

The Board of Directors shall ensure that all meetings comply with the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, including any subsequent amendment thereto. In the event of any conflict between the provisions of these Bylaws and the requirement of the Texas Open Meetings Act, the provisions of the Texas Open Meeting Act shall prevail.

Section 3.

Any Director failing to attend two (2) consecutive meetings may be given written notice by the balance of the Board of Directors that failure by said Director to attend a third consecutive meeting, without justifiable cause acceptable to the balance of the Board of Directors, shall give rise to removal of said Director from the Board. A successor shall be appointed by a majority vote of the Directors remaining to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the balance of the term.

Section 4.

The Board of Directors shall provide access for the public, new service applicants, and Members to the meetings of the Board of Directors by setting aside a time for hearing of suggestions, proposals, or grievances; however, there shall be no deliberations or actions by the Board unless such has first been noticed in accordance with the Texas Open Meetings Act. The Board of Directors shall establish reasonable rules for access to such meetings.

Section 5.

The Board of Directors may, upon lawful notice to the public, meet in executive session when permitted, in the manner and for such limited purposes as provided for in the Texas Open Meetings Act, as amended, and for no other reason. All proceedings of any meeting at which a

quorum of Directors is present to discuss the business of the Corporation shall be recorded in the manner required by the Texas Open Meetings Act.

Section 6.

In conducting their duties as members of the Board, Directors: (1) shall be entitled to rely, in good faith and with ordinary care, on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or the Corporation's affairs that have been prepared or presented by one or more officers or employees of the Corporation, or by legal counsel, public accountants, or other persons retained by the Corporation for the development of professional advice and information falling within such person's professional or expert competence; (2) may believe, in good faith and with ordinary care, that the assets of the Corporation are at least that of their book value; and (3) in determining whether the Corporation has made adequate provision for the discharge of its liabilities and obligations, may rely in good faith and with ordinary care, on the financial statements of, or other information concerning, any person or entity obligated to pay, satisfy or discharge some or all of the Corporation's liabilities or obligations; and may rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more Officers or employees of the Corporation, legal counsel, public accountants, or other persons, provided the Directors reasonably believe such matters to fall within such person's professional or expert competence. Nevertheless, Directors must disclose any knowledge they may have concerning a matter in question that makes reliance otherwise provided herein to be unwarranted.

ARTICLE VI

The Corporation shall conduct its business on a non-profit basis, and no dividends shall ever be paid upon the memberships of such Corporation. All profits arising from the operation of such business shall be annually paid out to the persons who have, during the past year, transacted business with such Corporation, in direct proportion to the amount of business transacted, provided that no such dividends shall ever be paid while any indebtedness of the Corporation remains unpaid and, provided also, that the Directors of the Corporation may allocate to sinking fund(s) and reserve accounts such amount of profits as they deem necessary for maintenance, operation, capital improvements, expansions and replacements of all facility components, as provided by Section 67.008 (d) of the Texas Water Code as amended. Funds allocated by the Board to a sinking fund for replacement, amortization of debts, and the payment of interest that are not required to be spent in the year in which deposited shall be invested in accordance with the provisions of Section 67.014 (b) of the Texas Water Code as amended.

ARTICLE VII

The Directors of the Corporation shall establish and maintain, so long as the Corporation is indebted to the Government, in an institution insured by the State or Federal Government, or invest in readily marketable securities backed by the full faith and credit of the United States of America, a reserve account separate and apart from other fund accounts of the Corporation. There shall be deposited in such fund the sum as required a total of all loan resolutions executed by the Corporation. Such deposits will be made monthly and will continue until the total amount deposited equals the sum as required by the executed loan resolutions provided, however, that after any withdrawals, such deposits shall be resumed until the amount accumulated in the fund is restored to the sum as required by the executed loan resolutions. Withdrawals from this fund, upon prior written approval from USDA, Rural Development, RUS, shall be made only for emergency repairs, obsolescence of equipment, improvements to facility, and for making up any deficiencies in revenue for loan payments. The Directors shall invest all sums in this fund, not required to be expended within the year in which the same are deposited, in bonds or other evidence of indebtedness to the United States of America, or in readily marketable securities backed by the full faith and credit of the United States of America. Securities so purchased shall be deemed at all times to be part of the reserve fund account.

ARTICLE VIII

Section 1.

The Corporation shall have Members as defined by the Texas Water Code. All customers of the Corporation must hold a Membership or obtain their service through a Membership. A person or entity that holds an interest in property solely as security for the performance of an obligation or that only builds on or develops the property for sale to others is not required to hold a Membership as a condition to receive service on a limited basis. Every person (which includes any legal entity) owning property served, or which may reasonably be served by the Corporation, shall have the right to become a Member of the Corporation upon payment of the Membership fee hereinafter provided and upon compliance with the published requirements of the Corporation governing the purchase of water, charges for connection and operation of, and service by the system.

Section 2.

Membership shall not be denied because of the applicant's race, color, sex, age, creed or national origin. It is the intent to the Corporation to provide service on a non-discriminatory basis to all persons desiring service to the extent that the capabilities of the system will reasonably permit.

Section 3.

The Membership fee and transfer fee shall be determined by the Board of Directors, and upon payment of one of which, along with meeting the conditions for service as provided in the Corporation's published rates, charges and conditions of service, shall entitle the member to one connection to the water main of the Corporation. A person may own more than one Membership

but each Member shall be entitled to only one vote regardless of the number of Memberships owned. Membership certificates shall be in such form as shall be determined by the Board of Directors.

Section 4.

The Membership fee may be revised by the Board of Directors as the Board may determine to be appropriate. In determining the amount of the Membership fee, however, the Board shall ensure that the fee is sufficient to establish the potential Member as being legitimately interested in securing water and/or sewer service from the Corporation for such potential Members' own needs. Furthermore, the Board shall determine and administer such fee in a manner or in an amount which does not unreasonably deny service to potential Members. In no event, however, shall the Membership fee exceed an amount equal to the sum of twelve (12) charges of the Corporation's minimum monthly water and/or sewer rate unless previously approved by USDA Rural Development, RUS. Membership fees will be non-refundable.

ARTICLE IX

The Corporation will prepare an alphabetical list of the names and addresses of all its voting Members ("**Voting Roster**") as required by Section 22.158 of the Business Organization Code as amended. Eligibility to receive notice, to vote, and to make a determination of Membership for any other purpose is vested in those persons who are recorded as Members as of the 15th day of the month preceding the month in which the meeting is to be held or upon which the action requiring such determination is to be taken. The Voting Roster will be prepared by the 17th day of the month preceding the month in which the meeting is to be held. Not later than the second business day after the date the meeting packets are sent to the Members, and through the day of the meeting, the Voting Roster will be made available in the Corporation's office for inspection by Members or Member's agents or attorneys. It will also be available for inspection at the meeting. A Member is entitled to only one vote regardless of the number of Memberships the Member owns. A Member may be a natural person; a partnership of two or more persons having a joint or common interest, including a married couple who jointly own property; or a Corporation. Nothing herein shall preclude the holder of a Membership from mortgaging such Membership or, upon notification of the Corporation, preclude the holder of such mortgages from exercising legal rights pursuant to such mortgages upon proper notice to the Corporation.

ARTICLE X

Section 1.

In order to ensure that business done by the Corporation shall continue within the capacity of its facilities and to prevent undue financial burden on the Members of the Corporation, Membership in the Corporation shall be transferred in accordance with the following:

- (a) Except as herein provided, Membership in the Corporation shall be deemed personal estate and a person or entity that owns any stock of, is a Member of, or has some other right of participation in the Corporation, may not sell or transfer that stock, Membership, or other right of participation to another person or entity except:
- (1) by will to a transferee who is a person related to the testator within the second degree by consanguinity;
 - (2) by transfer without compensation to a transferee who is a person related to the owner of the stock or other interest within the second degree by consanguinity; or
 - (3) by transfer without compensation or by sale to the Corporation.
- (b) Subsection (a) of this section does not apply to a person or entity that transfers the Membership or other right of participation to another person or entity as part of the conveyance of real estate from which the Membership or other right of participation arose.
- (c) The transfer of stock, Membership, or another right of participation under this section does not entitle the transferee to water and/or sewer service unless each condition for water and/or sewer service is met as provided in the Corporation's published rates, charges, and conditions of service. Water and/or sewer service provided by the Corporation as a result of stock, Membership, or other right of participation may be conditioned on ownership of the real estate designated to receive service and from which the Membership or other right of participation arose.
- (d) The Corporation may cancel a persons or other entity's stock, Membership, or other right of participation if the person or other entity fails to meet the conditions for water and/or sewer service prescribed by the Corporation's published rates, charges, and conditions of service, or fails to comply with any other condition placed on the receipt of water and/or sewer service under the stock, Membership, or other right of participation authorized under Subsection (c) of this section. The Corporation may, consistent with the limitations prescribed by Subsection (a) of this section and as provided in the Corporation's tariff, reassign canceled stock, or a canceled Membership, or other right of participation to any person or entity that has legal title to the real estate from which the canceled Membership or other right of participation arose and for which water and/or sewer service is requested, subject to compliance with the conditions for water and/or sewer service prescribed by the Corporation's published rates, charges, and conditions of service.

Section 2.

Notwithstanding anything to the contrary here-in-above provided, the consideration for the transfer of any Membership in the Corporation from the original Members, their transferees, pledges, administrators or executors, or other persons, shall never exceed the amount of the original costs of such Membership. No gain or profit shall ever be realized from the sale or transfer of a Membership.

ARTICLE XI

Section 1.

There shall be a regular meeting of the Members annually, in the second week of March, to transact all business that may be properly brought before it. In order to be considered at the annual meeting, agenda items shall be in writing and shall be received in the Corporation's principal business office no later than 5:00 p.m. of the last business day of **January** of the year preceding the meeting. Any item to be placed on the agenda of the annual meeting shall be provided in sufficient detail to satisfy the requirements of the Texas Open Meetings Act. Failure to hold or call an annual or special meeting in accordance with these Bylaws shall give each Member rights to compel the Board of Directors to properly hold an annual or special meeting of the Membership.

Section 2.

Except for the election of Directors, voting by proxy shall be permitted. Members may only use the proxy form that has been approved and adopted by the Board. All executed proxy forms are subject to verification by the Secretary or assistant to the Secretary before exercise thereof. If a Member attends the meeting, but has already submitted Proxy and/or Ballot Forms, that Member may participate in the meeting, but may not change or submit another proxy or ballot or be counted again in establishing a quorum.

Section 3.

The Board of Directors shall adopt, and from time to time, may revise written procedures for conducting annual or special Membership meetings, including the proxy and/or ballot form which shall be the official proxy and/or ballot for such meetings; procedures for proper notification of the Membership of such meetings and delivery of the Corporation's official proxy and/or ballot forms to the Membership; procedures to determine, qualify and register the eligible voters for such meetings; and procedures for canvassing all votes and recording the results of all elections at such meetings of the Membership.

Section 4.

Not less than ninety (90) days before the annual member meeting, the Board of Directors shall appoint, for a twelve (12) month period, a three (3) person Credentials/Proxy Committee

comprised of three (3) of the Directors who were elected at the most recent annual member meeting to:

- a). collectively vote all proxy votes during their term on the Credentials/Proxy Committee;
- b). prepare and recommend for approval the election procedures, proxy and ballot forms, director application forms and meeting notices;
- c). ensure that the election procedures are implemented; and
- d). serve other functions as so indicated by the Board.

Section 5.

(a) To be qualified for election or appointment as a director, a person must be:

(1) 18 years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable; and

(2) a Member of the Corporation.

(b) In addition to the qualifications prescribed by Subsection (a), a person is not qualified to serve as a director if the person:

(1) has been determined by a final judgment of a court exercising probate jurisdiction to be:

(A) totally mentally incapacitated; or

(B) partially mentally incapacitated without the right to vote; or

(2) has been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities.

(c) If the Board determines that a person serving as a Director does not have the qualifications prescribed by Subsections (a) and (b), the Board shall, not later than the 60th day after the date the Board makes that determination, remove the Director and fill the vacancy by appointing a person who has the qualifications prescribed by those subsections.

Section 6.

(a) At least sixty (60) days before the date of the annual or special members meeting, the Board will receive and adopt election procedures as required by Texas Water Code sections 67.007, 67.0052, 67.0053 and 67.0054 as they are amended. The procedures shall include the following:

(1) notification to eligible members of the proposed agenda, location, and date of the meeting;

(2) director election procedures, including candidate application procedures;

(3) approval of the proxy and ballot form to be used; and

(4) validation of eligible voters, proxies, ballots, and election results.

(b) To be listed on the ballot as a candidate for a director's position, a person must file an application with the Corporation that includes:

(1) the director's position sought, including any position number or other distinguishing number;

(2) a petition signed by the lesser of 20 Members or five percent of the Members, requesting that the person's name be placed on the ballot as a candidate for that position;

(3) the person's written consent to serve, if elected;

(4) biographical information about the person; and

(5) a statement of the person's qualifications, including a statement that the person has the qualifications prescribed by the Bylaws.

(c) The application must be filed with the Corporation not later than the 45th day before the date of the annual meeting.

(d) The Corporation shall make available director candidate application forms at the Corporation's main office, and shall provide application forms by mail or electronically on request.

Section 7.

(a) Not later than the 30th day before the date of an annual meeting, the Corporation shall mail to each Member of record:

(1) written notice of the meeting;

(2) the election ballot and proxy form; and

(3) a statement of each candidate's qualifications, including biographical information as provided in each candidate's application.

(b) The election ballot and proxy form must include:

- (1) the number of directors to be elected; and
- (2) the names of the candidates for each position.
- (3) the other business of the Corporation requiring a vote of the Members.

Section 8.

(a) A Member may vote:

(1) in person at the annual meeting, but if a Member attends the meeting and has already submitted Proxy and/or Ballot Forms, that Member may participate in the meeting, but may not change or submit another proxy or ballot or be counted again in establishing a quorum;

(2) by mailing a completed ballot to the office of the Independent Election Auditor or to the Corporation's main office, which ballot must be received by the Corporation not later than noon on the business day before the date of the annual meeting; or

(3) by delivering a completed ballot to the office of the Independent Election Auditor or to the Corporation's main office not later than noon on the business day before the date of the annual meeting.

(b) The Independent Election Auditor shall receive and count the ballots before the annual meeting is adjourned. The Election Auditor may enlist the assistance of the Credentials Committee or other individuals present at the meeting to count ballots and to assist with other duties.

(c) For each director's position, the candidate who receives the highest number of votes is elected.

(d) If two or more candidates for the same position tie for the highest number of votes for that position, those candidates shall draw lots to determine who is elected.

(e) The Independent Election Auditor shall provide the Board with a written report of the election results.

(f) Except for the election of directors, voting by proxy shall be permitted.

Section 9.

(a) A quorum for the transaction of business at a meeting of the Members is a majority of the Members present. In determining whether a quorum is present, all Members who mailed or delivered ballots to the Independent Election Auditor or the Corporation on a matter submitted to a vote at the meeting are counted as present.

(b) The Board shall select an Independent Election Auditor not later than the 30th day before the scheduled date of the annual meeting. The Independent Election Auditor is not required to be an experienced election judge or auditor and may serve as an unpaid volunteer. At the time of selection and while serving in the capacity of an Independent Election Auditor, the Independent Election Auditor may not be associated with the Corporation as:

(1) an employee;

(2) a Director or candidate for Director; or

(3) an independent contractor engaged by the Corporation as part of the Corporation's regular course of business.

ARTICLE XII

Section 1.

Special meetings of the Directors may be held upon the posting of notice of such special meeting, in the manner provided for under Article V of these Bylaws, at least two hours before the meeting is convened. It shall be the responsibility of the President or his designee to ensure that proper notice is posted. In no event shall any special meeting of the Directors be convened where the business of such meeting can be considered at a regular meeting of the Directors receiving at least seventy-two hours' notice as provided for under Article V of these Bylaws.

Section 2.

Prior to convening any special meeting of the Members, the President shall request in writing that the Secretary-Treasurer give at least ten (10) days prior notice of the Members in writing, and that such special meeting is otherwise noticed as provided for under Article V of these Bylaws and as required under Texas Business Organizations Code Section 22.156 as amended. Such notice shall specify the time, place and purpose of the meeting, and shall be given to each of the members by at least one of the following methods: addressed and mailed to the Member at the address last known to the Corporation, or personally delivered to the member, or shall be published in a newspaper of general circulation in Cameron County, Texas at least once on each of two consecutive weekends, the last time of publication to occur not more than thirty (30) days, nor less than ten (10) days, prior to the date of the special meeting.

Section 3.

Emergency meetings of the Directors may be held on rare occasions and only when clearly authorized by the Texas Open Meetings Act. Notice of such emergency meeting shall be provided under Article V of the Bylaws and the Texas Open Meetings Act, at least two hours before the meeting is convened. It shall be the responsibility of the President, or a designee of that office, to ensure that proper notice is posted and Directors are properly notified. In no event shall any

emergency meeting of the Directors be convened where the business of such meeting could be considered at a regular or special meeting of the Directors receiving at least seventy-two (72) hours' notice as provided under Article V of these Bylaws.

ARTICLE XIII

The business of the Corporation may be handled under the direction of the Board of Directors, by a manager to be elected by majority vote of the Board, and he shall serve with or without compensation. The manager, with the approval of the Board of Directors, may employ, with or without compensation, such supervisory, clerical or other employees as may be required to effectively operate the business of the Corporation. The Board shall set the salary for the manager.

ARTICLE XIV

Notwithstanding the ownership of a Membership certificate, all Members will be billed, disconnected, or reconnected in accordance with the written policies of the Corporation. In the event a Member should surrender his Membership certificate properly endorsed to the Secretary-Treasurer of the Corporation, his water service shall be discontinued and his obligation to pay for the water service shall terminate except as for the minimum charge for the current month or the charge for water used during the current month, whichever is greater, and except as for any prior unpaid amounts due the Corporation. In the event a Membership is canceled or a Member surrenders his Membership voluntarily or involuntarily, the former Member's rights and interest in the assets of the Corporation at the time of the cancellation or surrender are not forfeited.

ARTICLE XV

Upon dissolution of the Corporation, all assets of the Corporation remaining after payment of the indebtedness of the Corporation shall be distributed among the Members and former Members in direct proportion to the amount of their patronage with the Corporation insofar as is practicable. Any indebtedness due the Corporation by a Member shall be deducted from such Member's share prior to final distribution. By application for and acceptance of Membership in the Corporation, each Member agrees that, upon such dissolution the assets transferred to that Member shall be, in turn, immediately transferred by the individual Member to an entity, selected by a majority of the Members voting, that provides a water supply, or wastewater service, or both, that is exempt from ad valorem taxation. By application for and acceptance of membership in the Corporation, each Member grants the Corporation's Board of Directors that Member's permission to execute all instruments and documents necessary to effectuate such transfers in order to preserve the Corporation's statutory rights to exemption from income and ad valorem taxation.

ARTICLE XVI

The fiscal year of the Corporation shall be from January 1st to December 31st.

ARTICLE XVII

For so long as the Corporation is indebted for a loan or loans made to it by the United States of America, through the USDA, Rural Development, RUS, the Corporation shall insure with a reputable insurance company such of its properties and in such amounts as is required by the State Director of the USDA, Rural Development, RUS for the State of Texas.

ARTICLE XVIII

Section 1.

If at the end of any fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine, or as may be required by the USDA, Rural Development, RUS so that the payment of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of operation, maintenance, replacement, and repayment of indebtedness for the year's operations, but this provision shall not operate for the benefit of any third party creditor other than USDA, Rural Development, RUS without a favorable vote of the majority of the Members. A proportionate amount of the necessary total of such assessments levied in any year shall be levied against each member in an amount which bears the same relation to such Member as such Member's patronage bears to the total Member patronage during the year within the system of the Corporation.

Section 2.

In the event a Member should surrender his Membership certificate properly endorsed to the Secretary-Treasurer of the Corporation, his obligation to pay such assessments shall be limited to assessments made and levied prior to the date of surrender of his Membership certificate, provided, however, that this paragraph and the second sentence of Article XIV shall not apply to relieve a Member of his obligation under special agreements covering multiple Membership certificates held by one Member which may have been required or approved by the USDA, Rural Development, RUS.

ARTICLE XIX

Section 1.

The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors, and committees, and shall

keep a record of the names and addresses of its Members entitled to vote at its registered office or principal office in Texas.

Section 2.

Annually, the Board of Directors shall prepare or cause to be prepared a report of the financial activity of the Corporation for the preceding year including a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds or such financial reports as required by USDA, Rural Development, and RUS. Such report shall be approved by the Board of Directors and presented to the Members at the annual meeting of such Members.

Section 3.

With prior written request, corporate records, books and annual reports, subject to exceptions provided by the Public Information Act, Chapter 552, Texas Government Code, including any amendments thereto, shall be available for public inspection and copying by the public or their duly authorized representatives during normal business hours, subject to a reasonable charge for the preparation of copies.

Section 4.

In the event of any conflict between the provisions of the Public Information Act and the provisions of these Bylaws, the provisions of the Public Information Act shall prevail.

ARTICLE XX

Section 1.

These Bylaws may be altered, amended, or repealed by a vote of a majority of the Members present, whether in person or by proxy, at any regular or special meeting of the Members of the Corporation, except that the Members shall not have the power to change the purpose of the Corporation so as to decrease its rights and powers under the laws of the State, or waive any requirements of bond or other provisions of the safety and security of the property and funds of the Corporation or its Members, or to deprive any Member of rights and privileges then existing, or so to amend the Bylaws as to affect a fundamental change in the policies of the Corporation.

Section 2.

Notice of any amendment to be made at a special meeting of the Members must be given at least ten (10) days before such meeting of the Members and must set forth the amendments to be considered. For so long as the Corporation is indebted for a loan or loans made to it by the United States of America through the USDA, Rural Development, RUS, these Bylaws shall not be

altered, amended or repealed without the prior written consent of the State Director of the USDA, Rural Development, RUS for the State of Texas.

Section 3.

Notice of any amendment to be made at a special meeting of the Members must be given at least ten (10) days before such meeting of the Members and must set forth the amendments to be considered. For so long as the Corporation is indebted for a loan or loans made to it by the Texas Water Development Board, these Bylaws shall not be altered, amended or repealed without the prior written consent of the Executive Director of the Texas Water Development Board.

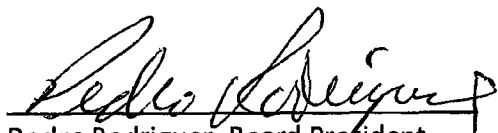
ARTICLE XXI

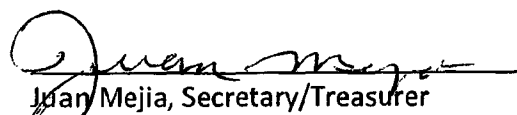
The seal of the Corporation shall consist of a circle within which shall be inscribed "OLMITO WATER SUPPLY CORPORATION."

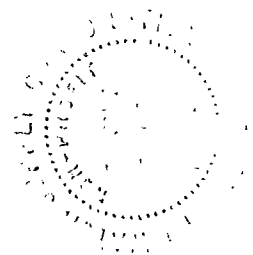
ARTICLE XXII

The Corporation pledges its assets for use in performing the organization's functions, as provided by law and the Corporation's Articles of Incorporation.

These Bylaws were unanimously adopted by the Board of Directors and the Members of Olmito Water Supply Corporation at the Special Members Meeting in Cameron County, Texas, on the 25th day of July 2013.


Pedro Rodriguez, Board President


Juan Mejia, Secretary/Treasurer



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Olmito WSC, PO Box 36, Olmito, TX 78575
Attachment 4, Question 11B

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 12, 2009

CERTIFIED MAIL

Victor Trevino, General Manager
Olmito Water Supply Corporation
P.O. Box 36
Olmito, Texas 78575-0036

Enrique Juarez, Esquire
212 North Arroyo Boulevard, Suite A
Los Fresnos, Texas 78566

RE: Olmito Water Supply Corporation
TCEQ Docket No. 2007-0686-MWD-E; Permit No. 13817-001
Agreed Order Assessing Administrative Penalties and Requiring Certain Actions

Enclosed is a copy of an order issued by the Commission.

Questions regarding the order should be directed to the Enforcement Coordinator or the Staff Attorney. If there are questions pertaining to the mailing of the order, then please contact Leslie Gann of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3319.

Sincerely,

A handwritten signature in cursive script, reading "LaDonna Castañuela".

LaDonna Castañuela
Chief Clerk

LDC/lg

Enclosure

cc: Gary K. Shiu, Staff Attorney, TCEQ Litigation Division (MC R-12)
Jaime A. Garza, Regional Contact, TCEQ Harlingen Regional Office (MC R-15)
Merrilee Hupp, Enforcement Coordinator, TCEQ Enforcement Division (MC 219)

The seal of the State of Texas, featuring a five-pointed star in the center, surrounded by a wreath, with the words "THE STATE OF TEXAS" inscribed around the perimeter.

COUNTY OF TRAVIS

I hereby certify that this is a

Texas Commission on Environmental Quality document,
which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on

Edna F. Smith JUN 12 2009

**LaDonna Castanuela, Chief Clerk
Texas Commission on Environmental Quality**

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ENVIRONMENTAL QUALITY

At its JUN 03 2009 agenda, the Texas Commission on Environmental Quality ("Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Olmito Water Supply Corporation ("Olmito") under the authority of TEX. WATER CODE chs. 7 and 26, and 30 TEX. ADMIN. CODE chs. 70 and 305. The Executive Director of the TCEQ, represented by the Litigation Division, and Olmito, represented by Enrique Juarez, Esq., Attorney at Law, presented this agreement to the Commission.

It is further understood and agreed that this Agreed Order represents the complete and fully-integrated agreement of the parties. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable. The duties and responsibilities imposed by this Agreed Order are binding upon Olmito.

FINDINGS OF FACT

- no

2. As evidenced by Finding of Fact No. 3, Olmito failed to comply with the permitted effluent limits, in violation 30 TEX. ADMIN. CODE § 305.125(1), TEX. WATER CODE § 26.121(a), TPDES Permit No. WQ0013817001, Effluent Limitations and Monitoring Requirements Nos. 1 and 2, and TCEQ Agreed Order docket number 2005-0853-MWD-E.
3. Pursuant to TEX. WATER CODE § 7.051, the Commission has the authority to assess an administrative penalty against Olmito for violations of the Texas Water Code and the Texas Health and Safety Code within the Commission's jurisdiction; for violations of rules adopted under such statutes; or for violations of orders or permits issued under such statutes.
4. An administrative penalty in the amount of eight thousand eight hundred dollars (\$8,800.00) is justified by the facts recited in this Agreed Order, and considered in light of the factors set forth in TEX. WATER CODE § 7.053. Olmito has paid eight thousand eight hundred dollars (\$8,800.00) of the administrative penalty.

ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ORDERS that:

1. Olmito is assessed an administrative penalty in the amount of eight thousand eight hundred dollars (\$8,800.00) as set forth in Conclusion of Law No. 4 for violations of TCEQ rules and state statutes. The payment of this administrative penalty and Olmito's compliance with all the terms and conditions set forth in this Agreed Order completely resolve the violations set forth by this Agreed Order in this action. However, the Commission shall not be constrained in any manner from requiring corrective actions or penalties for other violations that are not raised here. Administrative penalty payments shall be made payable to "Texas Commission on Environmental Quality" and shall be sent with the notation "Re: Olmito Water Supply Corporation; Docket No. 2007-0686-MWD-E; Enforcement ID No. 35449" to:

Financial Administration Division, Revenues Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. Olmito shall undertake the following technical requirements:

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3. The provisions of this Agreed Order shall apply to and be binding upon Olmito. Olmito is ordered to give notice of this Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
4. If Olmito fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, Olmito's failure to comply is not a violation of this Agreed Order. Olmito has the burden of establishing to the Executive Director's satisfaction that such an event has occurred. Olmito shall notify the Executive Director within seven days after Olmito becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
5. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by Olmito shall be made in writing to the Executive Director. Extensions are not effective until Olmito receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
6. The Executive Director may refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings without notice to Olmito if the Executive Director determines that Olmito has not complied with one or more of the terms or conditions in this Agreed Order.
7. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
8. This Agreed Order, issued by the Commission, shall not be admissible against Olmito in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
9. This agreement may be executed in multiple counterparts, which together shall constitute a single original instrument. Any executed signature page to this Agreement may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.
10. The Chief Clerk shall provide a copy of this Agreed Order to each of the parties. Pursuant to 30 TEX. ADMIN. CODE § 70.10(b) and TEX. GOV'T CODE § 2001.142, the effective date is the date of hand-delivery of the Order to Olmito, or three days after the date on which the Commission mails notice of the Order to Olmito, whichever is earlier.

Olmito WSC, PO Box 36, Olmito, TX 78575
Attachment 5, Question 12

Olmito

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Sign

WASTEWATER TREATMENT PLANT AGREEMENT
BETWEEN OLMITO WATER SUPPLY CORPORATION
AND JOHN FRIAS WASTE WATER UTILITY

This agreement is hereby entered into between Olmito Water Supply Corporation (hereinafter referred to as "OWSC") and John Frias Waste Water Utility (hereinafter referred to as "JFWWU") on or about the 14th day of August, 2007. When referring to the entities endorsing this agreement, they shall be jointly referred to as "Parties". As such the Parties agree as follows:

Whereas the Parties have determined there is a need for the expansion of utilities currently provided to the St. Francis of Assisi Subdivision located in Olmito, Texas 78575 (hereinafter referred to as "Subdivision").

Whereas JFWWU currently provides wastewater treatment to the Subdivision and desires to terminate such services.

Whereas the Parties have determined OWSC is qualified to provide both freshwater and wastewater maintenance services to the subdivision

1. RESPONSIBILITIES OF JFWWU:

- a. JFWWU shall provide for the payment of the construction of a lift station at the Subdivision and the connecting force main.
- b. Parties estimate the cost of such planning, construction, and installation of the lift station and force main shall be approximately \$200,000.00. JFWWU shall be responsible for payment of said construction save and except a payment of \$25,000.00 by OWSC to be paid on completion of the facilities satisfactory to both parties.
- c. JFWWU shall, upon execution of this agreement, provide all necessary easements, deeds and other reasonable access to the lift station and force main as well as all other areas where such wastewater facility are located for the purpose of maintenance and update of such system.
- d. JFWWU shall surrender full ownership and control of the wastewater lift station and force main after full payment as described below calculated by the parties to be 8 years after the first billing cycle by OWSC to the JFWWU Customers.
- e. JFWWU shall remove as required by TCEQ the existing wastewater plant.

2. RESPONSIBILITIES OF OWSC:

- a. OWSC shall maintain, operate and manage the wastewater lift station, force main and collection system in the Subdivision. Such activities shall be the sole expense and responsibility of OWSC.
- b. OWSC shall be responsible for collecting from all customers in the subdivision the following sums in addition to its regular waste water charges:

- i. \$27.24 per month per customer for the repayment of expenses in the construction of the lift station and force main as described in greater detail below.
 - ii. \$2.00 per month per customer to be held by OWSC for the maintenance and care of the lift station, force main collection system and related structures.
 - iii. OWSC shall use reasonable efforts to collect those sums described above and sent to customers by OWSC.
 - iv. JFWWU shall execute any necessary documentation to allow for OWSC to collect those sums delineated in i. and ii above.
 - c. Parties agree the above calculations were based on a total of 85 customers even though there are only 70 customers at the time of the agreement.
 - d. OWSC shall pay to JFWWU the amount collected on their behalf. Such sums will be due and payable to JFWWU by the first Thursday of each month beginning 45 days after the first invoice/statements are sent by OWSC to customers for wastewater services and continuing monthly for a period of 96 months.
- 3. GENERAL PROVISIONS:**
 - a. Parties agree at the beginning of the payment period, JFWWU shall surrender ownership of the lift station, force main, easements and collection system. Such lift station, forcemain along with all related collection system structures shall be dedicated to OWSC.
 - b. OWSC shall have complete discretion in determining the tap fees, connection fees, disconnect fees or any other expenses to be charged to customers related to the connection, use or disconnect of wastewater services to any particular customer.
 - c. OWSC shall have the right to disconnect any customer from such services based on lack of payment or breach of any terms of the agreement between OWSC and Customers.
 - d. Upon completion of the terms of this agreement, JFWWU shall take all necessary steps to transfer all permits and CCN issued to JFWWU by any City, County, State or Federal entities to OWSC. All such expenses, if any, shall be borne by JFWWU at the time they are incurred.
- 4. INDEPENDENT CONTRACTOR RELATIONSHIP.** No party hereto shall have the right to bind the other, to transact any business in any other party's name, or to make any promises or representations on behalf of any other party. The parties expressly agree that the nature of their relationship is that of independent contractors, and not that of employer, partners, joint venturers, or any other relationship. In no event shall any party be liable for the debts or obligations of any other party hereto.
- 5. ASSIGNMENT.** No party may assign this Agreement or any interest herein or subcontract its obligations hereunder, without the prior written consent of the other party.
- 6. AMENDMENTS.** This Agreement may be amended only by written agreement of each of the parties hereto.
- 7. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES.** This agreement

constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written. No third parties shall be deemed to be beneficiaries of any provisions of this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
9. **DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
10. **SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable. In such event, the parties hereto agree that the court or other authorized entity in the proceeding in which any such provision hereof is determined to be void or unenforceable shall reform the offending provision in such a manner as to cause it, if at all possible, to be valid and enforceable while at the same time accomplishing, as nearly as possible, the parties' original intent in including such provision in this Agreement.
11. **CONSTRUCTION OF AMBIGUITIES.** The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each Party shall have an opportunity to present evidence as to the actual intent of the Parties with respect to such ambiguous provision.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue shall only be considered proper in the County of Cameron.
13. **DISPUTE RESOLUTION.** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by submitted to mediation within 90 days of such dispute. Such mediation shall be submitted to a mediator from the Cameron County area. The mediator shall be selected by agreement between parties. Each party shall be responsible for its own costs, including attorney's fees.
14. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
15. **FORCE MAJEURE.** Neither Party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the

elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance.

16. EXCLUSIVITY. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

IN WITNESS WHEREOF, the parties hereto, duly authorized, will indicate their acceptance of this Agreement by affixing their signatures to this Agreement.

John Frias Waste Water Utility

By: Kathleen B. de Diem
Name: Kathleen Diener, authorized representative

Olmito Water Supply Corporation

By: Juan J. Lozano
Name: Juan Lozano
Title: President
Olmito Water Supply Corporation

Olmito WSC, PO Box 36, Olmito, TX 78575
Attachment 6, Question 16

Olmito Water Supply Corporation, Inc.

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About Us

Olmito Water Supply Corporation (Corporation) was established to provide quality water and sanitary sewer service to the people of the Olmito Old Townsite. Over time the service extended into the surrounding areas east of Expressway 83/77 via Lomax and FM 803 to Highway 100 to Old Alice Road, and back pass FM 511 to Merryman Road. Presently, the Corporation has over 1,600 water meter connections and 1,400 sanitary sewer connections; over 90% of the connections are classified as residential customers and rest are considered commercial.

On March 4, 1967 the community of Olmito, Texas submitted an application to the State of Texas to incorporate Corporation. On March 9, 1967 the Office of the Secretary of State certified the Corporation as a private, non-profit corporation under the Texas Non-Profit Corporation Act and issued a Certificate with Charter No. 232462 to that effect.

On November 1, 1979, the Texas Public Utilities Commission granted the Corporation a Certificate (No. 10537) of Convenience and Necessity (CCN), which provides legal jurisdiction to the Corporation to provide water services and on December 16, 1994, the Corporation received its Certificate (No. 20784) of CCN for legal jurisdiction to provide sanitary sewer services.

Twenty years after its incorporation in 1987, the Corporation replaced its small water treatment plant by constructing a new water plant that treats one-million gallons per day. This new water treatment facility and the Corporation's new management and operation office are located at 101 Clara Bennett Lane, Olmito, Texas. In 2011 the water treatment plant's capacity was expanded to treat two-million gallons per day.

In 1997, the Corporation expanded its initial water service provider function to providing sanitary sewer service with the construction of its sanitary sewer treatment plant. The treatment plant is a Constructed Wetlands Sanitary Sewer Treatment Plant, which has the capacity of treating 750,000 gallons of sanitary sewer effluent per day.

We are a member-owned Corporation with the mission to operate both a water treatment/delivery system and a sanitary sewer collection system of the highest quality, which is affordable for all its member customers and safe for all the people in the service area.

Contact Olmito Water Supply

Address: 101 Clara Bennett Drive, Olmito TX 78575 Mailing: P.O. Box 36, Olmito TX 78575 Phone (956) 350-4099

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Olmito WSC, PO Box 36, Olmito, TX 78575
Attachment 7, Question 18C

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Glenn Shankle, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 20, 2008

Mrs. Kathleen Diener, Owner
St. Francis of Assisi
4734 St. Anne Ave.
San Benito, TX 78586-7875

Re: Notice of Compliance with Notice of Violation (NOV) dated January 12, 2007,
St. Francis of Assisi Wastewater Treatment Facility, located approximately two miles west-
southwest of the City of Los Fresnos and 1.9 miles south-southwest of the intersection of State
Highway 100 and Farm-to-Market Road 803 in Brownsville (Cameron County), Texas
RN102185949, TCEQ Additional ID: WQ0013041001, Investigation No. 639128

Dear Mrs. Diener:

This letter is to inform you that Texas Commission on Environmental Quality (TCEQ) TCEQ Harlingen Region Office has received adequate compliance documentation on April 5, 2008, to resolve the alleged violations documented during the investigation of the above-referenced regulated entity conducted on March 27, 2008. TCEQ records indicate that compliance with the above-reference NOV has been achieved.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Elda M. Espinoza-Benavides at the Harlingen Region Office at (956) 430-6040.

Sincerely,


David A. Ramirez, Regional Director
Harlingen Region Office

cc: Mr. Candido Hernandez
PO Box 3521
Brownsville, TX 78523

Mr. Frank A. Ferris, P.E.
Ferris & Flinn Consulting Engineers
1405 North Stuart Place Road
Harlingen, TX 78552

(Rev. 9/20/07)

REPLY TO: REGION 15 • 1804 W. JEFFERSON AVE. • HARLINGEN, TEXAS 78550-5247 • 956-425-6019 • FAX 956-412-5059

P.O. Box 13087 • Austin, Texas 78711-3087 • 512 239-1000 • Internet address: www.tceq.state.tx.us

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Olmito WSC, PO Box 36, Olmito, TX 78575
Attachment 8, Map Exhibits

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EXHIBIT "B"

ST. FRANCIS WWTP

FERRIS, FLINN & MEDINA, LLC

ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
DALLAS, TEXAS 75245

PHONE (956) 364-1023
FAX (956) 364-2255
TELETYPE (956) 364-1023
TELEFAX (956) 364-2255
TELETYPE (956) 364-1023
FIRM REGISTRATION NO. 100370-00

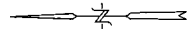
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NO. F-897

SCALE: 1"=2,000'

DRAWN BY: A C

04/14/2016

JOB NO: 147-001



FERRIS, FLINN & MEDINA, LLC

E N G I N E E R S S U R V E Y O R S

Description of John Frias WWU Service Area

The proposed service area is the Saint Francis of Assisi Subdivision, Cameron County, Texas, consisting of approximately 36.4 acres, as shown on the attached plat and recorded in Cabinet 1, Page 474B of the Map Records of Cameron County, Texas.

