

Control Number: 46998



Item Number: 4

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DOCKET NO. 46998

CITY OF STAR HARBOR §
RATEPAYERS' APPEAL OF THE §
DECISION BY THE CITY OF §
MALAKOFF TO CHANGE RATES §

BEFORE THE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY COMMISSION
OF TEXAS

CITY OF MALAKOFF'S RESPONSE TO PETITION AND
MOTION TO DISMISS FOR LACK OF STANDING AND UNTIMELINESS

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CITY OF STAR HARBOR §
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DECISION BY THE CITY OF §
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BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

**CITY OF MALAKOFF'S RESPONSE TO PETITION AND
MOTION TO DISMISS FOR LACK OF STANDING AND FOR UNTIMELINESS**

The City of Malakoff ("Malakoff") files this Response to the Petition of the Ratepayers of the City of Star Harbor and Motion to Dismiss for Lack of Standing and Untimeliness (the "Response") in the above-referenced matter. Pursuant to Order No. 1 in this matter, Malakoff is required to file comments with the Public Utility Commission ("Commission") as to how this petition should be processed and to propose a procedural schedule by April 27, 2017. Thus, this Response is timely filed.

I. BACKGROUND

On May 7, 1986, Malakoff and the City of Star Harbor ("Star Harbor") entered into a certain Contract for Sewage Transportation and Treatment Service ("Contract") whereby Malakoff agreed to treat Star Harbor's sewage on a wholesale basis.¹ Under such Contract, the two cities agreed that Malakoff would bill Star Harbor on a monthly basis, and Star Harbor would pay Malakoff on a monthly basis. While the Contract terminated on May 7, 2016, Malakoff continues to treat Star Harbor's sewage on a wholesale basis, billing Star Harbor on a monthly basis and receiving payment from Star Harbor on a monthly basis.

On August 1, 2016, Malakoff adopted Ordinance 436, which in part amended the wholesale wastewater rates and impact fees (the "Rates") charged by Malakoff to Star Harbor. It

¹ A copy of the Contract is attached hereto as Attachment A.

is Malakoff's understanding that Star Harbor received notification of the new rates on December 9, 2016.² The City commenced charging the new wholesale wastewater rates to Star Harbor on January 1, 2017.

On March 28, 2017, certain ratepayers of Star Harbor (collectively, the "Star Harbor Ratepayers") filed a petition ("Petition") with the Commission pursuant to Texas Water Code ("TWC") § 13.043(b), to appeal these amended wholesale wastewater Rates. In response to the Petition, on March 29, 2017, the Administrative Law Judge ("ALJ") for the Commission issued Order No. 1 Requiring Responses and Addressing Other Procedural Matters. Malakoff now files this Response, and as discussed in more detail below, the Petition should be dismissed for both substantive and procedural reasons.

II. MALAKOFF'S RESPONSE AND MOTION TO DISMISS

A. Star Harbor Ratepayers Lack Standing to Appeal Malakoff's Wholesale Sewer Rates

The Star Harbor Ratepayers' Petition should be denied on the straightforward, substantive basis that the Star Harbor Ratepayers lack standing to appeal the Rates. There is no statute in TWC, Chapter 13, and no regulation in the Commission's rules in 16 Texas Administrative Code, Chapter 24, that enables a ratepayer of a retail provider to challenge the wholesale wastewater rates charged by a wholesale provider to the ratepayer's retail provider.

Here, the Star Harbor Ratepayers base their Petition upon TWC §13.043(b),³ and presumably, they are referring to TWC §13.043(b)(3). To the extent that the Petition is filed under TWC § 13.043(b)(3), the Legislature has only granted the Commission appellate

² While the Petition does not make any representations about notice, a similar petition filed under PUC Docket No. 46955 indicates notice was received by Star Harbor on December 9, 2016. PUC Docket 46955, Item 1 (March 16, 2017). *Petition to Appeal Rates Established by the City of Malakoff, Texas* at 2 (Section 1) and 17 (Exhibit B).

³ Petition at 1 (Section 1).

jurisdiction over the retail water and sewer rates set by a municipality and charged to its retail customers located outside its corporate limits, as provided below:

(b) Ratepayers of the following entities may appeal the decision of the governing body of the entity affecting their water, drainage, or sewer rates to the utility commission:

...

(3) a municipally owned utility, if the ratepayers reside outside the corporate limits of the municipality;⁴

However, none of the Star Harbor Ratepayers that signed the Petition are retail wastewater customers of Malakoff at the listed corresponding addresses, and are therefore, not Malakoff ratepayers. An affidavit from Tim Whitley, Public Works Director of Malakoff, supporting such contention is attached hereto as Attachment B. Rather, the Star Harbor Ratepayers are retail wastewater customers/ratepayers of Star Harbor and have no direct contractual relationship with Malakoff. Malakoff does not have service agreements with the Star Harbor Ratepayers; Malakoff does not issue monthly invoices to the Star Harbor Ratepayers; and the Star Harbor Ratepayers do not remit monthly payments to Malakoff.⁵ Rather, it is Malakoff's understanding that the Star Harbor Ratepayers have retail wastewater service agreements with Star Harbor, receive monthly retail sewer service bills from Star Harbor, and remit their monthly payments to Star Harbor.

In other words, if the Star Harbor Ratepayers desire to protest their retail wastewater rates, then they should file an appeal of the rates of their retail wastewater service provider—Star Harbor. Star Harbor, not Malakoff, sets rates to be charged to the Star Harbor Ratepayers, and Malakoff has no jurisdiction or control over how Star Harbor sets such rates.

⁴ TWC § 13.043(b)(West 2017).

⁵ Attachment B. *See also* Attachment C (including sample invoices from Malakoff to Star Harbor for wholesale wastewater service).

The City of Star Harbor itself is Malakoff's wholesale customer, as evidenced by the invoices attached as Attachment C.⁶ In spite of this fact, nowhere does the Petition make any claim that the Star Harbor Ratepayers represent Star Harbor, the actual ratepayer, nor do the Star Harbor Ratepayers provide any evidence that they have authority from Star Harbor's city council to act on behalf of Star Harbor. Rather, the Petition indicates, wrongly, that the "City of Malakoff serves 503 outside the city limit customers with wastewater/sewer utilities which includes the residents of Star Harbor, Texas." The petitioners also indicate that the 98 Star Harbor ratepayers that have signed the Petition make up more than 10% of the "outside the city limit customers as required by Texas Water Code 13.043(c)". TWC § 13.043(c) is irrelevant to this proceeding because it only applies to appeals under TWC § 13.043(b) and not to appeals of rates charged by a wholesale provider, like Malakoff in this instance. The Petition is clear that it is filed by the Star Harbor Ratepayers, and the Petition should be dismissed for a lack of standing.

B. Star Harbor Ratepayers' Petition is Untimely

In addition, the Petition should be dismissed because it is untimely filed. Since the Rates are a wholesale rate, TWC § 13.043(f) is the applicable statute governing an appeal of a wholesale rate charged by a municipality to another municipality. To this end, TWC § 13.043(f) provides that, "an appeal under this subsection must be initiated within 90 days after the date of notice of the decision is received from the provider of water or sewer service by the filing of a petition by the retail public utility." Here, Star Harbor appears to have received notice of the Rates on December 9, 2016.⁷ Accordingly, the deadline for Star Harbor to file a petition was March 9, 2017. The Petition, however, was filed by the Ratepayers of Star Harbor—not Star

⁶ Invoices for December 2016 to present are included in Attachment C.
⁷ PUC Docket 46955, Item 1 (March 16, 2017), *Petition to Appeal Rates Established by the City of Malakoff, Texas* at 2 (Section 1) and 17 (Exhibit B).

Harbor—on March 28, 2017, nearly three weeks beyond the 90-day time frame provided by the statute. Consequently, the Petition should be dismissed as untimely.

III. PROCEDURAL SCHEDULE

Because Malakoff believes the Petition should be dismissed, it does not propose a procedural schedule at this time.

IV. CONCLUSION AND PRAYER

For the reasons stated above in Section II, the City of Malakoff respectfully requests that the Public Utility Commission issue an order dismissing the City of Star Harbor Ratepayers' Petition in this matter with prejudice for lack of standing, or, in the alternative, for filing an untimely petition. The City of Malakoff further requests any and all other relief to which it is justly entitled.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**

816 Congress Avenue, Suite 1900

Austin, Texas 78701

(512) 322-5800

(512) 472-0532 (fax)

DAVID J. KLEIN

State Bar No. 24041257

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CHRISTIE DICKENSON


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cdickenson@lglawfirm.com

ATTORNEYS FOR THE CITY OF MALAKOFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was transmitted by fax, hand-delivery and/or regular first class mail on this 27th day of April 2017 to the parties of record, in accordance with 16 Tex. Admin. Code § 22.74.


Christie Dickenson

ATTACHMENT A
Expired Contract for Sewage Transportation and Treatment Service

AN ORDINANCE ADOPTING A CONTRACT WITH THE
CITY OF STAR HARBOR TO SUPPLY THE USE OF
SEWAGE TRANSPORTATION AND TREATMENT
SERVICES

WHEREAS, THE City Council of the City of Malakoff, on the
fourth day of March, 1986, passed a resolution authorizing A. M.
Thompson City Administrator, of the City of Malakoff, to enter
into negotiations with the City of Star Harbor, with the end of
preparation of a contract for the City of Malakoff to provide the
service of transportation and treatment of sewage to said City
of Star Harbor, and

WHEREAS, said City Administrator has presented to the City
Council, of the City of Malakoff, a contract which said contract
has been duly studied; and

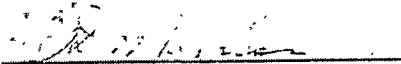
WHEREAS, it is to the best interest of the City of Malakoff
and its citizens to enter into said contract; and

WHEREAS, said contract is attached hereto and made a part of
this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the
City of Malakoff, that the contract between the City of Malakoff
and the City of Star Harbor be, and the same is hereby adopted
in all things, upon the terms and conditions as set forth there-
in.

BE FURTHER ORDAINED, by the City Council of the City of Mal-
akoff, that the Mayor be, and he is hereby authorized to execute
said contract, to be attested to by the City Secretary.

PASSED AND APPROVED on first reading this the _____ day of
1986.


T. D. MORRISS, Mayor

ATTEST:

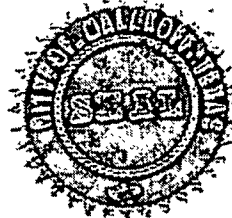
YVETTE HERNANDEZ, City Secretary

PASSED AND APPROVED on second and final reading, on this the
day of _____, 1986.

T. D. MORRISS, Mayor

ATTEST:

YVETTE HERNANDEZ, City Secretary



THE STATE OF TEXAS :
COUNTY OF HEMPHERSCH : KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT is entered into by and between the City of Malakoff, a Municipal Corporation, acting by and through its Mayor, duly authorized, hereinafter called "Malakoff", and the City of Star Harbor, acting by and through its Mayor, duly authorized, hereinafter called "Star Harbor", wherein Malakoff agrees to receive, transport and treat sewage from Star Harbor, upon the following terms and conditions:

1. Star Harbor agrees to pay Malakoff for the transportation and treatment of its sewage, which amount shall be computed on an annual basis as described below and shall be payable monthly. The charge to be paid by Star Harbor shall be composed of three components, as follows:

a. Operation and Maintenance Charge- The operation and maintenance charge shall include Malakoff's cost to operate and maintain its wastewater treatment plant (Exhibit #1), attached, is typical). All other costs incurred by Malakoff, including operating and maintaining its sewer collection system, and billing and collecting are excluded. It is understood that no expenditure which is capitalized, or for which reimbursement is received as federal or State grant-in-aid funds, or as part of any federal and State aid or assistance program shall be included in the calculation of the operation and maintenance charge. The cost figures will come from Malakoff's current fiscal year budget, and to these costs will be added one (1%) percent as Malakoff's administrative costs. The annual operation and maintenance charge shall be adjusted during the second month of the following fiscal year to reflect the actual audited costs for the past year's operation and maintenance, with said adjustment being entered as a debit or credit to the third monthly billing to Star Harbor. Star Harbor shall have the right to re-audit such fiscal year account, upon the giving of reasonable notice, in writing, to Malakoff. The annual operation and maintenance cost shall be divided by the annual flows through the wastewater treatment plant to arrive at the cost of treatment per 1,000 gallons.

b. Replacement of Capital- This charge shall reimburse Malakoff for its capital investment in facilities built by Malakoff at the time of connecting the point of delivery at Star Harbor facilities and used by Star Harbor in transporting Star Harbor's waste water. Replacement of capital for the future enlargement of the treating capacity of Malakoff's existing wastewater treatment plant shall not be included herein, unless Star Harbor desires to deliver to Malakoff for treatment, wastewater flows larger than set forth here.

c. Service Charge (Profit)-Star Harbor shall pay to Malakoff ten (10%) percent of the cost of 1.a as a service charge (profit) for Malakoff's transporting and treating of Star Harbor's wastewater.

~~The total operation and maintenance charge as defined under 1.a, Service Charge (Profit) as defined under 1.c, and the depreciation charge in accordance with the depreciation schedule attached (Exhibit 2), shall be added together. Annually, Star Harbor's water sales for the three (3) winter months, (Jan/Feb/Mar) shall be averaged to determine Star Harbor's "typical monthly" wastewater flows transported and treated in Malakoff's wastewater~~

Treatment plant for the ensuing twelve (12) months shall pay equal monthly bills determined by metering typical monthly flow by the charge obtained as the sum of the monthly flow multiplied by typical calculations are shown in Exhibit

(b) Calculation of Monthly Charges to Star Harbor

Star Harbor's monthly flow bill is determined by a meter at the City of Malakoff at, or as near as practicable to, the point of delivery, where a meter shall be installed for the meter to be mutually agreeable to both cities, or one often used in similar situations and the cost of such meter and calibration thereof shall be deemed a part of cost of operation of the plant. Star Harbor's monthly charge for each month shall be the cost of treatment per 1,000 gallons as defined herein, multiplied by that month's metered flow in 1,000 gallons.

Star Harbor's replacement of capital charge for each month shall be the monthly depreciation charge for that year, in accordance with the schedule attached as Exhibit 2.

Each month the City of Malakoff shall bill Star Harbor for that month's Operation and Maintenance charge, that month's replacement of capital charge and the Service Charge of ten percent of the Operation and Maintenance charge.

2. Malakoff will bill Star Harbor by the 15th of the month for the prior month's service.

3. Star Harbor shall pay Malakoff by the 25th of the month.

4. Quality of wastewater shall be as delivered by Star Harbor; however, should the typical monthly flow exceed that allowed herein, the charge for transporting and treating may be non-related.

5. At least one month prior to the beginning of Malakoff's new fiscal year, Malakoff shall furnish Star Harbor a copy of the rate calculations for the ensuing year. Within 60 days of the end of Malakoff's fiscal year, Malakoff shall furnish Star Harbor calculations of any rate adjustments for the prior year, and shall debit/credit such adjustment during the 3rd month of that fiscal year.

6. Title and responsibility for system maintenance, liability and responsibility of service shall lie with each party on their respective side of the point of delivery.

7. Malakoff shall be responsible for treatment quality, and permit compliance.

8. Star Harbor shall adopt an industrial waste discharge ordinance and recovery charge system meeting EPA requirements.

9. Star Harbor shall bill and collect all applicable charges on its facilities.

10. In the event that Star Harbor's sewage strength exceeds 200 mg/l for Total Suspended Solids (TSS), and for Biological Oxygen Demand (BOD), Star Harbor shall be subject to an excess sewage strength charge. Said charge, if applicable, to be paid monthly.

11. The life of this contract is to be thirty (30) years beginning on the first day of the month in which Star Harbor discharges wastewater to the Malakoff System.

12. Star Harbor's performance hereunder is conditioned upon receiving satisfactory funding of its planned sewer facilities.

13. Malakoff agrees to treat Star Harbor wastewater flow not to exceed a "typical month" (as defined in Section 4.1.2) of 1,900,000 gallons per day.

14. The capital cost of the wastewater delivery system from Star Harbor to the point of delivery is the responsibility of Star Harbor. The capital cost of the wastewater transporting and treatment system from Malakoff's wastewater treatment plant to the point of delivery is the responsibility of Malakoff. The point of delivery is shown on Exhibit A.

15. Subsequent Connections. It is hereby agreed by both parties to this agreement, that no connections will be allowed by any party to the line feeding from the City of Star Harbor into the lines of the City of Malakoff.

16. Special conditions. It is contemplated that there will be a continuous flow of sewage under this contract but that there may be times of temporary loss in service, blockage of the line, unforeseen accidents, mishaps, acts of God, mistakes or errors of judgment not tantamount to or amounting to gross negligence upon the part of the City of Malakoff, in which event the City of Malakoff agrees to repair such conditions as expeditiously as feasible and the City of Star Harbor waives any and all damages, claims, causes of action or other things arising out of such occurrence.

17. It is further stipulated by and between the parties that the City of Star Harbor shall hold the City of Malakoff harmless and indemnify them from any and all claims arising out of a loss of sewer service by the failure of the City of Star Harbor to pay its bill as presented, and any dispute arising out of said billing and disagreement as to the amount shall constitute no reason for the City of Star Harbor to withhold payment, but the same shall be paid timely and forthwith and protests lodged by them to the City Council of the City of Malakoff for redress if any is due.

18. It is agreed and stipulated by and between the parties that the City of Malakoff shall do all in its power to provide reasonable and adequate sewage and wastewater disposal facilities at all times, to keep their lines free and open, but it is also agreed and understood that the City of Malakoff shall have no authority, control or any damage resulting to them whatsoever as a result of the blockage of the line between the point of delivery and the users of the City of Star Harbor.

19. It is further agreed and understood by and between all parties that the service provided by the City of Malakoff to the City of Star Harbor is a proprietary function and not a governmental function and is to be treated as such.

20. It is further agreed and stipulated by and between the parties that this contract may be altered, amended, changed or terminated by mutual agreement. No unilateral action, however, by either party, shall be binding. In the event the contract needs changing or amending or altering, the party desiring such change present the same to the other City Council for their action, and then upon their approval of the same, the initiating Council shall present such changes to their own Council for their final action and approval.

WITNESS OUR HANDS this 1st day of May, 1986.

ATTACHMENT B
Affidavit of Tim Whitley

PUC DOCKET NO. 46998

CITY OF STAR HARBOR § PUBLIC UTILITY COMMISSION
RATEPAYERS' APPEAL OF THE §
DECISION BY THE CITY OF §
MALAKOFF TO CHANGE RATES § OF TEXAS

AFFIDAVIT OF TIM WHITLEY

STATE OF TEXAS §
§
COUNTY OF HENDERSON §

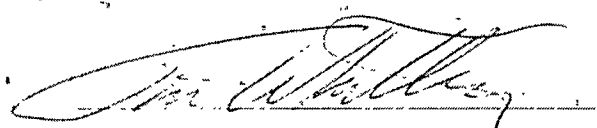
On this day, Tim Whitley, appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

"My name is Tim Whitley. I am the Director of Public Works of the City of Malakoff, Texas ("Malakoff"). I am more than 21 years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

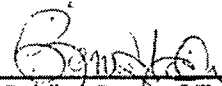
1. I have reviewed the ratepayer list ("Ratepayer List") attached to the "Petition to Appeal Rates Established by the City of Malakoff, Texas," filed in Docket No. 46998 of the Public Utility Commission of Texas on March 28, 2017.
2. In my role as Public Works Director for Malakoff, I am familiar with and have access to Malakoff's retail wastewater customer records.
3. I have compared the Ratepayer List with Malakoff's retail wastewater service customer accounts, and none of the individuals listed in Ratepayer List are retail wastewater customers of Malakoff at the address listed on the Ratepayer List.
4. Malakoff does not provide retail wastewater services to any of the individuals listed on the Ratepayer List at the corresponding address listed on the Ratepayer List.

5. I am also familiar with the City of Star Harbor ("Star Harbor") and the provision of wastewater service by Malakoff to Star Harbor.
6. Malakoff provides wastewater treatment service to Star Harbor on a wholesale basis.
7. Malakoff issues a monthly invoice to Star Harbor for wholesale wastewater service provided, and Malakoff has been receiving a partial payment from Star Harbor for such service for many months.
8. Malakoff does not have service agreements with any of Star Harbor's retail wastewater customers for retail wastewater service that is provided by Star Harbor.
9. Malakoff does not read the meters of Star Harbor's retail wastewater customers.
10. Malakoff does not invoice Star Harbor's retail wastewater customers for retail wastewater service that is provided by Star Harbor.
11. Malakoff does not receive payments from Star Harbor's retail wastewater customers for retail wastewater service that is provided by Star Harbor.

Further Affiant sayeth naught.

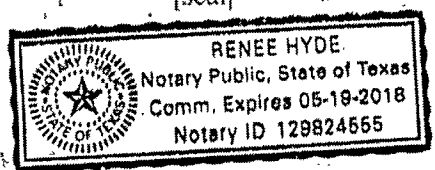

 Tim Whitley, Public Works Director,
 City of Malakoff

SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of April, 2017.



 Notary Public, State of Texas

[seal]



ATTACHMENT C
Sample Malakoff Invoices to Star Harbor



City of Malakoff
P.O. Box 1177
Malakoff, TX 75148.
Phone (903) 489-0699 Fax (903) 489-2517

December 30, 2016

City of Star Harbor
P.O. Box 949
Malakoff, TX 75148

RE: Invoice for Wastewater Transportation & Treatment

To Whom It May Concern:

This is your new monthly billing for Wastewater Treatment and Transportation for the month of **December 2016**. The new monthly amount is **\$3,400.41 due by January 10, 2017**. Thank you in advance for your payment and if you have any questions and/or concerns please feel free to call the number listed above.

Thank you.

A handwritten signature in cursive script, appearing to read "Tanisha Thomas".

Tanisha Thomas
Utility Secretary

Amount Due
Happy
New Year



City of Malakoff
 P.O. Box 1177
 Malakoff, TX 75148
 Phone (903) 489-0699 Fax (903) 489-2517

February 1, 2017

City of Star Harbor
 P.O. Box 949
 Malakoff, TX 75148

RE: Invoice for Wastewater Treatment

To Whom It May Concern:

This is your billing for Wastewater Treatment for the month of **January 2017**. The monthly amount is **\$15,485.00 due by February 15, 2017**. If you have any questions and/or concerns please feel free to call the number listed above.

Fee Calculation

Sewer Connections - 326 (326 x \$47.50) = \$15,485.00
 Minimum Flow - (326 x 1,000 gal.) = 326,000 gallons
 Over Minimum Flow - 0 gallons (0 x \$14.04 per 1000 gallons) = \$0.00
 Impact Fee New Services Connections - 0 (0 x \$1,400.00) = \$0.00
Total Charge - \$15,485.00

Thank you.

Tim Whitley
 City of Malakoff
 Director of Public Works
 Office: 903-489-0699
 Fax: 903-489-2517



City of Malakoff
 P.O. Box 1177
 Malakoff, TX 75148
 Phone (903) 489-0699 Fax (903) 489-2517

COPY

March 1, 2017

City of Star Harbor
 P.O. Box 949
 Malakoff, TX 75148

RE: Invoice for Wastewater Treatment

To Whom It May Concern:

This is your billing for Wastewater Treatment for the month of February 2017. The monthly amount is \$18,980.96 due by March 15, 2017. If you have any questions and/or concerns please feel free to call the number listed above.

Fee Calculation

Sewer Connections - 326 (326 x \$47.50) = \$15,485.00
 Minimum Flow - (326 x 1,000 gal.) = 326,000 gallons
 Over Minimum Flow - 249,000 gallons
 (249 x \$14.04 per 1000 gallons) = \$3,495.96
 Impact Fee New Services Connections - 0 (0 x \$1,400.00) = \$0.00
Total Charge - \$18,980.96

Thank you.

Tim Whitley
 City of Malakoff
 Director of Public Works
 Office: 903-489-0699
 Fax: 903-489-2517

Star Harbor Wastewater Collections Meter

Meter is per 1000. gal.

FEBRUARY 2017

Day	Today's Reading	Yesterday's Reading	24 Hour Flow	Month Total
1	50	34	16	16
2	67	50	17	33
3	83	67	16	49
4	100	83	17	66
5	120	100	20	86
6	139	120	19	105
7	154	139	15	120
8	173	154	19	139
9	189	173	16	155
10	206	189	17	172
11	225	206	19	191
12	246	225	21	212
13	266	246	20	232
14	296	266	30	262
15	313	296	17	279
16	330	313	17	296
17	349	330	19	315
18	371	349	22	337
19	413	371	42	379
20	455	413	42	421
21	478	455	23	444
22	497	478	19	463
23	515	497	18	481
24	532	515	17	498
25	551	532	19	517
26	574	551	23	540
27	591	574	17	557
28	609	591	18	575
29				
30				
31				

Connections = 326.

TOTAL: 575.000



City of Malakoff
P.O. Box 1177
Malakoff, TX 75148
Phone (903) 489-0699 Fax (903) 489-2517

April 3, 2017

City of Star Harbor
P.O. Box 949
Malakoff, TX 75148

RE: Invoice for Wastewater Treatment

To Whom It May Concern:

This is your billing for Wastewater Treatment for the month of **March 2017**. The monthly amount is **\$19,640.84 due by April 15, 2017**. If you have any questions and/or concerns please feel free to call the number listed above.

Fee Calculation

Sewer Connections - 326 (326 x \$47.50) = **\$15,485.00**
Minimum Flow - (326 x 1,000 gal.) = 326,000 gallons
Over Minimum Flow - 296,000 gallons
(296 x \$14.04 per 1000 gallons) = **\$4,153.34**
Impact Fee New Services Connections - 0 (0 x \$1,400.00) = \$0.00
Total Charge - \$19,640.84

Thank you,

Tim Whitley
City of Malakoff
Director of Public Works
Office: 903-489-0699
Fax: 903-489-2517

Star Harbor Wastewater Collections Meter

MARCH 2017

Day	Today's Reading	Yesterday's Reading	24 Hour Flow	Month Total
1	628	609	19	19
2	647	628	19	38
3	663	647	16	54
4	681	663	18	72
5	703	681	22	94
6	722	703	19	113
7	738	722	16	129
8	755	738	17	146
9	772	755	17	163
10	809	772	37	200
11	841	809	32	232
12	869	841	28	260
13	892	869	23	283
14	911	892	19	302
15	931	911	20	322
16	953	931	22	344
17	973	953	20	364
18	997	973	24	388
19	1023	997	26	414
20	1040	1023	17	431
21	1059	1040	19	450
22	1076	1059	17	467
23	1095	1076	19	486
24	1118	1095	23	509
25	1121	1118	3	512
26	1122	1121	1	513
27	1134	1122	12	525
28	1164	1134	30	555
29	1190	1164	26	581
30	1212	1190	22	603
31	1231	1212	19	622

STAR Harbor line broke on their side.

TOTAL: 622,000