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DOCKET NO. 46998

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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 CLERK
OF TEXAS

CITY OF MALAKOFF'S SUPPLEMENT TO MOTION TO DISMISS

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PUBLIC UTILITY COMMISSION
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CITY OF MALAKOFF'S SUPPLEMENT TO MOTION TO DISMISS

The City of Malakoff ("Malakoff") files this Supplement to Motion to Dismiss ("Supplement") in accordance with 16 Texas Administrative Code ("TAC") §§ 22.77 and 22.181(e) to supplement its Response to Petition and Motion to Dismiss for Lack of Standing and Untimeliness ("Motion") filed in this Docket on April 27, 2017. Again, Malakoff asserts that the Administrative Law Judge ("ALJ") should grant the Motion under 16 TAC §§ 22.181(a), (d)(1), (d)(8) and (d)(11) because the retail sewer customers of the City of Star Harbor ("Star Harbor Ratepayers") do not have standing to appeal a wholesale sewer rate charged by Malakoff to the City of Star Harbor ("Star Harbor"), and the Commission does not have jurisdiction over this rate appeal. With this Supplement, Malakoff further asserts that the responses to Commission Staff's requests for information filed in the nearly identical Commission matter, Docket No. 46955, not only support, but also confirm Malakoff's contention that the Star Harbor Ratepayers do not have standing and that the Commission does not have jurisdiction over this rate appeal. Lastly, in accordance with 16 TAC §22.181(e)(4), Malakoff requests that the Commission ALJ in this Docket grant Malakoff permission to respond to the Ratepayers of the City of Star Harbor's Reply to the City of Malakoff's Response to Petition and Motion to Dismiss for Lack of Standing and for Untimeliness ("Reply") in order to address factual and legal errors asserted in the Reply.

I. BACKGROUND

The Star Harbor Ratepayers in this Docket 46998 filed a petition appealing Malakoff's wholesale sewer rates on March 28, 2017 ("Petition"). The Petition in the current docket is nearly identical to a petition filed in Commission Docket 46955 by another group of Star Harbor ratepayers ("First Petition"), appealing the exact same rates under the same section of the Texas Water Code.¹ A comparison of that First Petition with the Petition filed in this Docket reveals that the claims, issues, and factual situation are all the same. In Docket No. 46955, however, unlike in the current docket, Commission Staff filed its First Requests for Information ("RFIs") to the Star Harbor Ratepayers on April 20, 2017. On May 2, 2017, Mr. Donald B. Ellis filed responses to Commission Staff's First RFIs on behalf of the Star Harbor Ratepayers (the "RFI Responses") in Docket No. 46955. Due to the nearly identical claims and the same fact situation in the two Dockets, the RFI Responses in Docket No. 46955 should be considered as evidence supporting Malakoff's Motion in this Docket.

II. MALAKOFF'S SUPPLEMENT TO MOTION TO DISMISS

A. The RFI Responses support Malakoff's standing arguments

The RFI Responses wholly support Malakoff's Motion, as illustrated below, and confirm that the Petition should be dismissed.

1. Expired contract is evidence of wholesale relationship between Malakoff and Star Harbor

The expired "Contract for Sewage Transportation and Treatment Service" (the "Contract") between Malakoff and Star Harbor, provided in the RFI Response to RFI Staff 1-1 and attached hereto as Attachment B, validates that Malakoff provided wastewater collection and

¹ Attachment A contains the Petition filed in Commission Docket No. 46955.

treatment services to Star Harbor on a wholesale basis.² Specifically, Section 1 of the Contract clearly states that "Star Harbor agrees to pay Malakoff for the transportation and treatment of its sewage...."³ Further, Sections 2 and 3 (regarding billing and payment), Section 5 (dealing with Malakoff rate adjustments), and Sections 6 and 9 (indicating Star Harbor's responsibility for maintenance of its end-user collection system and billing of the retail sewer customers for charges on its facilities)⁴ of the Contract all confirm Malakoff's contention that Star Harbor is the applicable ratepayer of Malakoff, not the Star Harbor Ratepayers. As the Contract states in Section 11, the Contract term was for a period of 30 years⁵ and was executed May 7, 1986,⁶ meaning it expired in or near May of 2016. In any event, the Contract evidences the original wholesale relationship between Malakoff and Star Harbor, and as stated in the Motion, Malakoff's current, protested rate schedule is based upon the same wholesale relationship.

2. Malakoff's monthly invoices evidence that Star Harbor is Malakoff's (wholesale) customer, not the Star Harbor Ratepayers

The remaining RFI Responses further substantiate Malakoff's contention that Star Harbor is the applicable ratepayer of the appealed rates and that the Star Harbor Ratepayers are retail sewer customers (i.e., ratepayers) of Star Harbor. First, RFI Responses to RFIs Staff 1-2 and Staff 1-3, attached hereto as Attachment C, contain the invoices from Malakoff to Star Harbor both during and after the expiration of the Contract, unquestionably demonstrating that Star Harbor is Malakoff's wholesale ratepayer.⁷ Second, the billing account details for the three Star Harbor Ratepayers provided in RFI Response to RFI Staff 1-4, attached hereto as Attachment D,

² Attachment B at 1. Note that the Contract is a version of the same contract that was provided in Attachment A to Malakoff's Motion.

³ *Id.*

⁴ *Id.* at 2.

⁵ *Id.*

⁶ *Id.* at 3.

⁷ Attachment C (Responses to RFIs Staff 1-2 and Staff 1-3). Note that the invoices provided in response to RFI Staff 1-3 are the same invoices provided by Malakoff in Attachment C to Malakoff's Motion.

show, in no uncertain terms, that the Star Harbor Ratepayers pay for retail sewer service to Star Harbor.⁸ On each Star Harbor billing account detail, the data provided is for that Star Harbor Ratepayer's specific address and appears to reflect payments from that Ratepayer to Star Harbor. Such data confirms a retail relationship between Star Harbor and the Star Harbor Ratepayers.

Next, and perhaps most conclusively confirming Malakoff's position, the Star Harbor Ratepayers' RFI Response to RFI Staff 1-5, attached hereto as Attachment E, states that invoices for sewer utility service from Malakoff to the Star Harbor Ratepayers "do not exist" and that "the City of Malakoff does not invoice the ratepayers of Star Harbor directly. The City of Malakoff invoices the City."⁹ Ultimately, all the invoices submitted by the Star Harbor Ratepayers evidence their lack of standing to appeal Malakoff's wholesale sewer rates and the Commission's lack of jurisdiction over such an appeal.

3. Star Harbor's control of end-user collection system evidences that Star Harbor is the Star Harbor Ratepayers' retail sewer provider

Lastly, the Star Harbor Ratepayers' RFI Response to RFI Staff 1-6 supports Malakoff's contention that Star Harbor, not Malakoff, is responsible for the retail sewer system serving the Star Harbor Ratepayers.¹⁰ Specifically, this RFI Response, attached hereto as Attachment F, indicates that the "City of Star Harbor maintains all its water and sewer lines within the City of Star Harbor. Additionally, Star Harbor also maintains a sewer line which feeds the sewer water from the city limits of Star Harbor to the receiving unit of Malakoff."¹¹ Further, this RFI Response indicates that, for "other out of city ratepayers receiving services from the City of Malakoff, other than the City of Star Harbor, Malakoff maintains those sewer and/or water lines;

⁸ Attachment D (Response to RFI Staff 1-4).

⁹ Attachment E (Response to RFI Staff 1-5).

¹⁰ Attachment F (Response to RFI Staff 1-6).

¹¹ *Id.*

and meters.”¹² In other words, Star Harbor is the retail sewer provider for the Star Harbor Ratepayers.

III. CONCLUSION, REQUEST TO RESPOND TO REPLY, AND PRAYER

In short, every RFI Response provided by the petitioners in the First Petition supports Malakoff's contention that the Star Harbor Ratepayers do not have standing to appeal Malakoff's wholesale sewer rates in this Docket. As previously indicated by Malakoff, there is no statute in Texas Water Code (“TWC”), Chapter 13, and no regulation in the Commission's rules in the TAC, Chapter 24 that enables a ratepayer of a retail provider to challenge the rates charged to the retail provider by a wholesale sewer provider. TWC § 13.043(b)(3), the basis for the Star Harbor Ratepayers' appeal, only allows for appeals of retail rates charged by a municipality to its out-of-city ratepayers. As a result, the Petition should be dismissed for lack of standing and Commission jurisdiction. In addition, Malakoff reiterates its prior arguments regarding standing and untimeliness presented in its Motion, and incorporates those arguments into this Supplement.

For the reasons stated in the Motion and in this Supplement, 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. In addition, and in accordance with 16 TAC §22.181(e)(4), the City of Malakoff requests that the Commission Administrative Law Judge in this docket grant the City of Malakoff permission to reply to the Ratepayers of the City of Star Harbor's Reply to the City of Malakoff's Response to Petition and Motion to Dismiss for Lack of Standing and for Untimeliness (“Reply”) in order to address factual and legal errors presented in the Reply. The City of Malakoff further requests any and all other relief to which it is justly entitled.

¹² *Id.*

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

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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 16th day of May 2017 to the parties of record.



David J. Klein

Attachment A

46955

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PUBLIC UTILITY COMMISSION
FILING CLERK

March 14, 2017

Public Utility Commission of Texas
Central Records Attn: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

To Whom It May Concern:

Please find enclosed an Appeal to a Rate Change as established by the City of Malakoff, TX affecting the ratepayers in the City of Star Harbor, TX who are referred to herein as out-of-city-limit ratepayers.

The designated representative for a group of concerned citizens filing this Petition to Appeal Rates is Donald B. Ellis, 7 Shoreline Dr., Star Harbor, 75148. Mailing address is Malakoff, TX 75148. Telephone is 903-489-1991.

Please advise receipt of this document and provide further instructions.

Respectfully,



Donald B. Ellis

46955

Petition to Appeal Rates Established by the City of Malakoff, Texas

City of Malakoff
Administrative Offices
109 Melton Street
Malakoff, Texas 75148
Telephone: 903-489-0699

1. The undersigned outside city limit ratepayers of the City of Malakoff Wastewater/Sewer Utility hereby file this appeal pursuant to Texas Water Code Section 13.043(b). The undersigned ratepayers appeal wastewater rates established by the City of Malakoff, Texas pursuant to Malakoff City Ordinance No. 436. The Ordinance was passed and approved by the Malakoff City Council on August 1, 2016. While the Ordinance was passed on August 1, 2016, the new rate structure was effective January 1, 2017. The City of Star Harbor, Texas received notification of the new rates on December 9, 2016.

2. The undersigned ratepayers would show that such rates are not reasonable and just, as required by Texas Water Code section 13.043(j). Prior to the passing of Ordinance 436, the undersigned ratepayers were paying an outside the city limit wastewater/sewer rate of \$10.43 per connection per month. The new rate structure passed pursuant to Ordinance 436 now sets an outside the city limit a minimum wastewater/sewer rate of \$47.50 (which is an increase of 355.41%) plus an additional \$14.04 per each additional 1,000 gallons. The comparison of rates is further expanded in Exhibit B.

3. The undersigned ratepayers would show that the new rate passed and implemented by the City of Malakoff is unreasonably prejudicial and discriminatory. A copy of Malakoff's Ordinance No. 436 is attached hereto as Exhibit A. As noted in Ordinance No. 436, the City of Star Harbor residents are separated into a different classification as compared to other outside the city limit wastewater/sewer customers. To this end, the Ordinance mandates differential treatment to Star Harbor residents as compared to other outside the city limit customers in that Star Harbor residents are to be charged an impact fee of \$1,400 per new connection. Additionally, Malakoff does not provide sewer infrastructure maintenance to Star Harbor residents as it does other outside city limit customers. Malakoff's lack of sewer infrastructure maintenance regarding Star Harbor results in a higher net effective rate. As noted, this rate structure is unreasonably prejudicial, discriminatory, and inequitable.

4. The undersigned hereby request that the Public Utility Commission review the rate change passed by the City of Malakoff, Texas to determine if the rates established are just and reasonable under the circumstances.

5. The undersigned ratepayers designate Donald B. Ellis as their representative in this matter. Correspondence to Mr. Ellis may be made as follows: 7 Shoreline Dr, Malakoff, TX 75148; Telephone: 903-489-1991

PAGE 1 of 9

	Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
	PRINT: Kelly R Myers	30 Juniper Rd.	
1.	SIGN: Kelly R. Myers	Malakoff, TX 75148	903-489-0066
	PRINT: DONALD B. ELLIS	7 SHORELINE DR.	
2.	SIGN: Donald B. Ellis	MALAKOFF, TX 75148	903-489-1991
	PRINT: Gordon Hetherington	Lakeside Dr #45	
3.	SIGN: G. W. Hetherington		903-489-0657
	PRINT: Karl A. Jacobsen	35 Sunset Blvd.	
4.	SIGN: Karl A. Jacobsen		360.259.6204
	PRINT: Richard A. Kozio	9 Sierra Dr.	
5.	SIGN: Ranger	Sierra Point, TX 75147	903-489-0423
	PRINT: Vivian Shiffer	79 Shoreline Dr.	
6.	SIGN: Vivian Shiffer	Star Harbor, TX 75148	903-960-9111
	PRINT: Warren Clayton	2 Rainbow Dr.	
7.	SIGN: Warren Clayton	Star Harbor	903-489-1950
	PRINT: Nancy Shaner	6 Rainbow Dr.	
8.	SIGN: Nancy Shaner	Malakoff, TX 75148	903-489-0808
	PRINT: Jackie & Elkins	8 Greenbrier	
9.	SIGN: Jackie & Elkins	8 Greenbrier	903-489-0290
	PRINT: Margie M Jones	83 Sunset	
10.	SIGN: Margie M Jones		903-489-0232
	PRINT: LaNell Fogus	12 Woodlawn Way	
11.	SIGN: LaNell Fogus		903-489-1460
	PRINT: Michael H. Rowland	21 Bayside Drive	
12.	SIGN: Michael H. Rowland		903-489-1872
	PRINT: Edward King	18 Shoreline Dr.	
13.	SIGN: Edward C. King		903-489-0983
	PRINT: David Morris	63 Sunset Blvd	
14.	SIGN: David Morris		903-489-0718
	PRINT: Rosalie Babler	95 Shoreline Dr.	
15.	SIGN: Rosalie Babler		903-489-2024
16.	PRINT: Carolyn Seely		

(#16 continues on next page)

Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
16. SIGN: <u>Carolyn Seely</u> PRINT: <u>Sue Murray</u>	<u>23 Shoreline Dr. Malakoff TX 75148</u> <u>55 Shoreline Dr. Malakoff TX</u>	<u>903-489-1438</u> <u>903-489-1311</u>
17. SIGN: <u>Sue Murray</u> PRINT: <u>NORMA FITZWATER</u>	<u>35 Bayside Dr. Malakoff</u>	<u>903-489-0549</u>
18. SIGN: <u>Stephen Arthur J.</u> PRINT: <u>Stephen Arthur J.</u>	<u>173 Shoreline</u>	<u>903-275-7112</u>
19. SIGN: <u>Jackie Robinson</u> PRINT: <u>Jackie Robinson</u>	<u>35 STARVIEW DR.</u>	<u>903 654 3042</u>
20. SIGN: <u>Richard John Wood</u> PRINT: <u>Richard John Wood</u>	<u>1 Hickory Circle STARHARBOR TX</u>	<u>225-214-1899</u>
21. SIGN: <u>Hank Arendt</u> PRINT: <u>Hank Arendt</u>	<u>43 Shoreline</u>	<u>214-918-1559</u>
22. SIGN: <u>Robert Wright</u> PRINT: <u>ROBERT WRIGHT</u>	<u>76 SHORELINE DR</u>	<u>903.489.2010</u>
23. SIGN: <u>Bob Williams</u> PRINT: <u>BILL WARD</u>	<u>MALAKOFF, TX 75148</u> <u>47 Shoreline Dr.</u>	<u>903-203-0041</u>
24. SIGN: <u>Bill Ward</u> PRINT: <u>Stephen Thomas</u>	<u>MALAKOFF, TX 75148</u> <u>3. Gradians Circle</u>	<u>903 423-7376</u>
25. SIGN: <u>Juliana Odenthal</u> PRINT: <u>Juliana Odenthal</u>	<u>5 Rainbow Drive</u>	<u>903-489-8106</u>
26. SIGN: <u>High Johnson</u> PRINT: <u>High Johnson</u>	<u># Rainbow Drive</u>	<u>903-489-2199</u>
27. SIGN: <u>David Brown</u> PRINT: <u>David Brown</u>	<u>19 Greenbrier</u>	<u>214-732-9612</u>
28. SIGN: <u>Michael A. Wells</u> PRINT: <u>MICHAEL A. WELLS</u>	<u>5 LANDCOVE</u>	<u>214-695-6390</u>
29. SIGN: <u>Tommy R. Clark</u> PRINT: <u>Tommy R. Clark</u>	<u>46 Sunset Blvd</u>	<u>903-286-3319</u>
30. SIGN: <u>William C. McLean</u> PRINT: <u>William C. McLean</u>	<u>74 Shoreline Drive</u>	<u>512-848-9077</u>
31. SIGN: <u>William C. McLean</u> PRINT: <u>William C. McLean</u>		

Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
PRINT: PAUL BONCE BALLARD		
32. SIGN: Paul	124 SHORELINE DR. 903 275 8508	
PRINT: Roy Scrygs	15 Rain bow	972 268 1649
33. SIGN: Paul		
PRINT: C. Wade Dimegick	30 Lakeside Dr	903-489-1168
34. SIGN: Paul		
PRINT: Paul Keiler	93 Shoreline Dr	903-489-0220
35. SIGN: Paul		
PRINT: Andrew Betz	102 Sunset	903-880-3974
36. SIGN: Paul		
PRINT: Donald McKinney	38 Lakeside Dr.	903-489-0098
37. SIGN: Paul		
PRINT: Cynthia Sykes	105 Bayside Dr.	817-980-6010
38. SIGN: Paul		
PRINT: FRAN McCANN	27 BAYSIDE	903-203-2594
39. SIGN: Paul		
PRINT: Betty Gillilan	35 Lakeside DR.	903-489-1180
40. SIGN: Paul		
PRINT: Richard L. Haley	23 Jupiter Rd	919-609-8571
41. SIGN: Paul		
PRINT: KATHERINE OWENS	16 Rainbow Dr.	903-489-1989
42. SIGN: Paul		
PRINT: Lynn E. Berger		
43. SIGN: Paul		
PRINT: Lynn E. Berger	109 Shoreline Dr.	903-489-4020
44. SIGN: Paul		
PRINT: Pam Porter	89 SHORELINE DR	214-361-4205
45. SIGN: Paul		
PRINT: Scott Sargent	1	
46. SIGN: Paul		
PRINT: Met Lynn	11 Westview	814-683-6419
47. SIGN: Paul		
PRINT: Duana Busch		
48. SIGN: Paul		
PRINT: Duana Busch	24 Starview Dr	903-312-5963
49. SIGN: Paul		
PRINT: BERT WEAVER	49 SUNSET BLVD.	903-489-2172
50. SIGN: Paul		
PRINT: Bert Weaver		

Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
47. SIGN: (SEE SIGNATURE ON PRIOR PAGE)		
PRINT: E. Allen White	#6 Woodlawn Way	
48. SIGN: E. Allen White		903-489-0656
PRINT: Mark W. Wray	114 Sunset Blvd	
49. SIGN: Mark W. Wray		903-579-0229
PRINT: Gayle Wren	178 Shoreline Drive	
50. SIGN: Gayle Wren		903-489-3137
PRINT: Roberta T. Ferris	170 Shoreline Drive	
51. SIGN: Roberta T. Ferris		903-489-3699
PRINT: Barney W. Geas	3 Big Oak Circle	
52. SIGN: Barry W. Geas		214-995-9113
PRINT: Ann Watson	11 Big Oak Circle	
53. SIGN: Ann Watson		903-880-3166
PRINT: Larry Bailey	5 Southshore Cir	
54. SIGN: Larry Bailey		903-603-0279
PRINT: Frank Arnold	211 Shoreline	
55. SIGN: Frank Arnold		903-802-4202
PRINT: Frank Arnold		
56. SIGN: Donald Norm	225 Shoreline	
56. SIGN: Donald Norm		817-492-8134
PRINT: Ray Batten	51 Lakeside Dr	
57. SIGN: Ray Batten		214-727-2535
PRINT: Jerome Riewer	47 Lakeside Dr	
58. SIGN: Jerome Riewer		903-489-1900
PRINT: Robert Harris	10 Sunset	
59. SIGN: Robert Harris		903-489-0142
PRINT: James Bass	13 Jupiter	
60. SIGN: James Bass		903-489-0786
PRINT: Deanie R. Williams	24 Jupiter Rd.	
61. SIGN: Deanie R. Williams		903-489-2513

	Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
62. 58	PRINT: DENICE Woodard SIGN: <i>Denice Woodard</i>	80 STARVIEW DR.	903-603-1827
63. 58	PRINT: Stacey McNeary SIGN: <i>Stacey McNeary</i>	76 Starview Dr.	903-802-3119
64. 58	PRINT: Mike Burns SIGN: <i>Mike Burns</i>	0 70 Starview Dr.	572-764-8259
65. 58	PRINT: Joan Wright SIGN: <i>Joan Wright</i>	7 Big Oak Cr	903-489-2029
66. 58	PRINT: Jack Williams SIGN: <i>Jack Williams</i>	#9 South Shore Cir	903-703-8850
67. 58	PRINT: Brian Vaughn SIGN: <i>Brian Vaughn</i>	87 Sunset Pl.	903-489-2080
68. 58	PRINT: Kim Adams SIGN: <i>Kim Adams</i>	972-744-6800 43 LAKESIDE DR.	
69. 58	PRINT: Randy Perry SIGN: <i>Randy Perry</i>	7 Sunset Blvd.	903-489-0878
70. 58	PRINT: Donna Tipton SIGN: <i>Donna Tipton</i>	2 Crescent	903-489-2602
71. 58	PRINT: JAMES L. DIGGERS SIGN: <i>James L. Diggers</i>	214-435-0777 8 Crescent	
72. 58	PRINT: MARICELA HOWARD SIGN: <i>Maricela Howard</i>	6 Crescent Dr.	903-489-7073
73. 58	PRINT: Jennifer Davis Burns SIGN: <i>Jennifer D. Burns</i>	22 Crescent Dr	

	Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
	PRINT: Louise Galloway	44 Rayside Dr.	489-2718
74. 76 83.	SIGN: Louise Galloway		
	PRINT: Anne Miller	29 Summit Rdg	214-6492064
75. 74 84.	SIGN: Anne Miller		
	PRINT: Judy Anderson	21 Summit Ridge	903-292-9177
76. 78 85.	SIGN: Judy Anderson		
	PRINT: Mark Smith	B Bay Side	903-2777-8789
77. 77 86.	SIGN: Mark Smith		
	PRINT: TED MCLEAN		
78. 80 87.	SIGN: Ted McLean		
	PRINT: Martin Brunit	5 Huckleberry Ln.	(903) 477-4801
79. 81 88.	SIGN: Martin Brunit		
	PRINT: Wendy Brunit	5 Huckleberry Ln	(214) 675-6663
80. 82 89.	SIGN: Wendy Brunit		
	PRINT: Brenda Dulworth	15 Huckleberry Ln.	
81. 83 90.	SIGN: Brenda Dulworth		682-561-4067
	PRINT: Kemmie L Howell	20 Huckleberry Ln	
82. 84 91.	SIGN: Kemmie L Howell		903-288-4404
	PRINT: Taylor Davis	6 Huckleberry Ln	
83. 85 92.	SIGN: Taylor Davis		903-603-4590
	PRINT: W. Muriel Davis	21 Rainbow Dr	
84. 86 93.	SIGN: W. Muriel Davis		903-489-0259
	PRINT: Kirk L Kebadeaux	2 Oak Ridge Circle	
85. 87 94.	SIGN: Kirk L Kebadeaux		903-477-0816
	PRINT: Floyd Wilson		
86. 88 95.	SIGN: Floyd Wilson	12 Hickory Cir	903-789-2892

	Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
87. 88 63.	PRINT: Randy Monroe SIGN: Randy Monroe	30 Sundown Trl.	903-489-1230
88. 90 64.	PRINT: John Dunlap SIGN: John Dunlap	31 SHORLINE DR.	903-477-4145
89. 91 65.	PRINT: Kanya Delaney SIGN: Kanya Delaney	29 Woodlawn Way	903-489-7075
90. 92 66.	PRINT: Carmen Delaney SIGN: Carmen Delaney	30 Shoreline Dr	903-804-8744
91. 93 67.	PRINT: Bill Patterson SIGN: Bill Patterson	91 Shoreline	903-489-3835
92. 94 68.	PRINT: Chris Phillips SIGN: Chris Phillips	103 Shoez line Dr.	903-489-0684
93. 95 69.	PRINT: Nancy Hannaman SIGN: Nancy Hannaman	133 Shoreline Dr.	903-603-9490
94. 96 70.	PRINT: Tamme Lopp SIGN: Tamme Lopp	135 Shoreline Drive	714-682-3875
95. 97 71.	PRINT: Hagen Keele SIGN: Hagen Keele	47 STARVIEW DRIVE	903-229-0701
96. 98 72.	PRINT: Quintin Watkins SIGN: Quintin Watkins	25 Starview Dr	903-880-3171
97. 99 73.	PRINT: Harold Shields SIGN: Harold Shields	19 Sundown Trl	903-489-0987
98. 100 74.	PRINT: LOR: ANDRESEN SIGN: Lora Andersen	31 Suddon Trail	903-489-0507
99. 101 75.	PRINT: Sylvia Starkey SIGN: Sylvia Starkey	27 Sundown	903-489-2990

	Name (please print and sign)	Service Address (and Mailing Address if different from Service Address - a post office box is not sufficient)	Telephone Number
100. 102 65.	PRINT: <u>Tammy Marquez</u> SIGN: <u>Tammy Marquez</u>	<u>28 Shoreline Dr. Malakoff TX 75148</u>	<u>903-489-0476</u>
101. 103 64.	PRINT: <u>BYRON PAGE</u> SIGN: <u>Byron Page</u>	<u>20 SHORELINE DR. MALAKOFF TX. 75148</u>	<u>903-489-1990</u>
102. 104 65.	PRINT: <u>DON DASSER</u> SIGN: <u>Don Dasser</u>	<u>5 LAKESIDE DR. MALAKOFF TX. 75148</u>	<u>904-369-8585</u>
103. 105 66.	PRINT: <u>G.R. PEDUE JR</u> SIGN: <u>G.R. Pedue Jr</u>	<u>51 SUNSET BLVD MALAKOFF TX 75148</u>	<u>903-489-2171</u>
104. 106 67.	PRINT: <u>JEFF BLAIR</u> SIGN: <u>Jeff Blair</u>	<u>53 SUNSET BLVD MALAKOFF TX 75148</u>	<u>817-870-2020</u>
105. 107 68.	PRINT: <u>Sharon Benningfield</u> SIGN: <u>Sharon Benningfield</u>	<u>16 Big Oak Circle, Malakoff TX 75148</u>	<u>903-489-5949 Malakoff</u>
106. 108 69.	PRINT: <u>Linda Dudley</u> SIGN: <u>Linda Dudley</u>	<u>32 Shoreline Malakoff</u>	<u>903-489-0312</u>
107. 109 70.	PRINT: <u>DALE PARKER</u> SIGN: <u>Dale Parker</u>	<u>31 SUNSET BLVD MALAKOFF</u>	<u>902-489-0085</u>
108. 110 71.	PRINT: <u>MARY MCNAMREE</u> SIGN: <u>Mary McNamee</u>	<u>10 WESTVIEW CIR</u>	<u>903 489 1490</u>
109. 111 72.	PRINT: <u>HENRY F. VALENTE</u> SIGN: <u>Henry F. Valente</u>	<u>1 CRESCENT DRIVE, STAR HARBOR, TX (903) 489-0566</u>	<u>489-0566</u>
110. 112 73.	PRINT: _____ SIGN: _____	_____	_____
111. 113 74.	PRINT: _____ SIGN: _____	_____	_____
112. 114 75.	PRINT: _____ SIGN: _____	_____	_____

Ordinance No. 436

THIS ORDINANCE AMENDS ORDINANCE NO. 433, AND RESCINDING ORDINANCE NO. 420 and 417 F PRESCRIBING MONTHLY RATES AND CHARGES FOR SERVICES FURNISHED BY THE CITY OF MALAKOFF'S WATERWORKS AND SANITARY SEWER SYSTEM, AND PRESCRIBING A DATE SUCH RATES AND CHARGES SHALL BECOME EFFECTIVE.

WHEREAS, THE COST OF OPERATING THE UTILITIES SYSTEMS IN COMPLIANCE WITH STATE REGULATIONS HAS INCREASED SUBSTANTIALLY AND

WHEREAS, UTILITY CHARGES IMPOSED BY ORDINANCE NOS. 278, 371, 380, 390, 410 D and 417 F, 420, 433 ARE NO LONGER ADEQUATE TO MAKE THE UTILITIES SYSTEMS SELF-SUPPORTING; AND

WHEREAS, IN ACCORDANCE WITH THE PROVISIONS OF V.T.C.A, GOVERNMENT CODE, CHAPTER 1502 THE CITY COUNCIL OF THE CITY OF MALAKOFF, TEXAS, HEREBY FINDS AND DETERMINES THAT WATERWORKS AND SEWER SYSTEM REVENUE BONDS IN THE PRINCIPAL AMOUNT OF \$700,000 FOR THE PURPOSE OF PROVIDING FUNDS TO CONSTRUCT, IMPROVE, RENOVATE, ENLARGE OR EQUIP PROPERTY, BUILDINGS, STRUCTURES, FACILITIES OR RELATED INFRASTRUCTURE FOR THE CITY'S WATERWORKS AND SEWER SYSTEM ("THE SYSTEM") SHOULD BE ISSUED AND SOLD AT THIS TIME; NOW, THEREFORE,

WHEREAS, THE CITY ENSURE THAT THE CHARGES ARE COLLECTED, AND NEEDS TO ESTABLISH FAIR AND REASONABLE DEPOSITS TO ENSURE THAT ALL RATEPAYERS ARE RESPONSIBLE FOR THE SERVICES THEY RECEIVE; AND

WHEREAS, THE CITY COUNCIL HAS DETERMINED THAT THE RATES CHARGED TO CUSTOMERS FOR THE CITY'S WATER, WASTEWATER, AND SOLID WASTE SERVICE SHOULD BE ADJUSTED TO MORE ACCURATELY REFLECT THE COST OF PROVIDING THE SERVICES

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MALAKOFF AS FOLLOWS

SECTION I. SECTIONS I, II, III, IV, VI paragraph A., IX OF ORDINANCE NO. 433 IS AMENDED TO READ:

In Side City Rates

RESIDENTIAL WATER	0 - 1,000 Gallons 1,000 - 5,000 5,000 - 10,000 Over 10,000	\$29.00 Minimum + \$3.60 Per 1,000 \$3.91 Per 1,000 \$4.23 Per 1,000
RESIDENTIAL SEWER	0 - 1,000 Gallons Over 1,000 Gallons	\$19.00 Minimum + \$5.62 Per 1,000
COMMERCIAL WATER	0 - 1,000 Each Additional 1,000	\$49.16 Minimum + \$4.23 Per 1,000
COMMERCIAL SEWER	0 - 1,000 Gallons Over 1,000 Gallons	\$22.94 Minimum + \$5.62 Per 1,000
SEWER SERVICE WITH PRIVATE WATER SOURCE		\$133.90 Per Month

(If more than one sewer connection per account, multiply number of connections by \$130.00 for monthly charge)

Out Side City Rates @ 2 1/2 Times

RESIDENTIAL WATER	0 - 1,000 Gallons 1,000 - 5,000 5,000 - 10,000 Over 10,000	\$72.50 Minimum + \$9.00 Per 1,000 \$9.78 Per 1,000 \$10.58 Per 1,000
RESIDENTIAL SEWER	0 - 1,000 Gallons Over 1,000 Gallons	\$47.50 Minimum + \$14.05 Per 1,000
COMMERCIAL WATER	0 - 1,000 Each Additional 1,000	\$122.90 Minimum + \$10.58 Per 1,000
COMMERCIAL SEWER	0 - 1,000 Gallons Over 1,000 Gallons	\$57.35 Minimum + \$14.05 Per 1,000
SEWER SERVICE WITH PRIVATE WATER SOURCE		\$334.75 Per Month

(If more than one sewer connection per account, multiply number of connections by \$334.75 for monthly charge)

EXHIBIT A:

MINIMUM WATER & SEWER CHARGE

1. An individual meter is required for each kitchen per household (and/or establishment where water is being furnished), mobile home, apartment, condominium or other multi-family structure (i.e., duplexes, four-plexes, etc.) Each individual standard 3/4" X 5/8" sized meter will be billed at the established minimum number and minimum will be compared with the calculated unit number and minimum billed based on the larger amount,

Example:

1" Meter = 2.5 Minimums

1 1/2" Meter = 5.0 Minimums

2" Meter = 8.0 Minimums

No exceptions to the above requirement except as waived by the City Council.

R.V. PARKS

2. Permanent dwellings, i.e., mobile homes, apartments, etc. - One Meter/One Kitchen = 1 Minimum plus the following charges for transient spaces:

1 to 9 spaces = 2.5 Minimums

10 to 19 spaces = 3 Minimums

20 to 29 spaces = 4 Minimums

30 to 49 spaces = 5 Minimums

50 or more spaces = 6 Minimums

MARINAS

3. Permanent dwellings - One Meter/One Kitchen = 1 Minimum
Transient spaces - Same as R.V. Parks

MOBILE HOME PARKS

4. Same as item #1, One Meter/One Kitchen = 1 Minimum

STAR HARBOR WHOLE SALE SEWER SURCHARGE

FLOW RATE CHARGE	Flow	Flow Charge/1000
2014/15 actual charges	26,265	0
No charge <30,000	26,265	0
Commercial Sewer Rate \$14.04	>30,000	\$14.04
1.5 Times	>40,000	\$21.08
Times	>50,000	\$28.08
4 Times	>75,000	\$56.16
5 Times	>100,000	\$70.20

6. **WHOLESALE IMPACT FEE**
\$1,400.00 PER CONNECTION

DEPOSITS

\$150.00 Home Owner

\$200.00 Renters/Commercial

\$500.00 Fire Hydrant Meter & Commercial Rate

EXHIBIT A

METER RE-READ CHARGES	<p>A \$21.00 TRIP CHARGE FEE will be made if the meter was read correctly. <u>The customer should be present when the meter is re-read.</u></p>
METER TESTS	<p>If customer requests a meter test, the meter will be tested. If it tests within plus or minus 5% on both high and low flow, the customer will be charged a \$37.00 test fee. If the meter does not test within these tolerances, the customer's bill will be adjusted accordingly and meter will be replaced.</p>
DELINQUENT ACCOUNTS	<p>Monthly charges for service are due and payable ten (10) days from the billing date, after which a 10% penalty charge shall be applied. If not paid by the final due date posted on the billing statement, service will be disconnected and shall not resume until the total amount due is paid plus the established reconnect fees.</p>
RECONNECT FEES	<p>A Reconnect Fee will be applied any time water and/or sewer service is discontinued for any period of time.</p>
<p>New Customer \$50.00 Service Charge.</p>	
<p>If pressure sewer has been disconnected for more than thirty-five (35) days there will be a trip charge plus the actual cost of restoring the (City Operated) grinder pump to operational status.</p>	
<p>If service has been disconnected for non-payment two times within the preceding twelve month period, the reconnect fees will be doubled. The additional fees will continue until customer has 12 consecutive months without a lock for non-payment/insufficient funds check.</p>	
<p>Delinquent Accounts \$75.00 reconnect fee.</p>	
<p>Customer Service Inspections -- \$50.00 Inspection Fee</p>	

WATER	<table> <tr> <td>3/4" X 5/8" Meter</td> <td>\$1500.00</td> </tr> <tr> <td>1" Meter</td> <td>\$1600.00</td> </tr> <tr> <td>1 1/2" Meter</td> <td>\$1700.00</td> </tr> <tr> <td>2" Meter</td> <td>\$1,850.00</td> </tr> </table>	3/4" X 5/8" Meter	\$1500.00	1" Meter	\$1600.00	1 1/2" Meter	\$1700.00	2" Meter	\$1,850.00								
3/4" X 5/8" Meter	\$1500.00																
1" Meter	\$1600.00																
1 1/2" Meter	\$1700.00																
2" Meter	\$1,850.00																
GRAVITY SEWER 4"	<p>\$1,500.00 The City will run the line (UP TO 20') from the street to customer's property line. Customers install service line and are responsible for the line from their side of the tap. \$400.00 Extra outside the city.</p>																
6"	<p>\$4,500.00 The City will install the manhole and run (UP TO 20') to the customer's property line. Customers install service line and are responsible for the line from their side of the tap. \$400.00 Extra outside the city.</p>																
PRESSURE SEWER PRIVATE	<p>\$1,500.00 The City will run the line from the street to customer's property line. \$400.00 Extra outside the city.</p>																
CITY OPERATED	<p>\$8,500.000 Customer must make available 220 dedicated wiring with 30-amp breaker box. City installs pressure unit. Customers are responsible for the line from their side of the unit, and also making certain that electricity is available to the unit continually at all times. \$400.00 Extra outside the city.</p>																
BORE FEES - WATER AND SEWER	<table> <tr> <td>2"</td> <td>\$25.00 per ft.</td> </tr> <tr> <td>3"</td> <td>\$35.00 per ft.</td> </tr> <tr> <td>4"</td> <td>\$40.00 per ft.</td> </tr> <tr> <td>6"</td> <td>\$50.00 per ft.</td> </tr> <tr> <td>8"</td> <td>\$60.00 per ft.</td> </tr> <tr> <td>10"</td> <td>\$70.00 per ft.</td> </tr> <tr> <td>12"</td> <td>\$90.00 per ft.</td> </tr> <tr> <td>18"</td> <td>\$90.00 per ft.</td> </tr> </table>	2"	\$25.00 per ft.	3"	\$35.00 per ft.	4"	\$40.00 per ft.	6"	\$50.00 per ft.	8"	\$60.00 per ft.	10"	\$70.00 per ft.	12"	\$90.00 per ft.	18"	\$90.00 per ft.
2"	\$25.00 per ft.																
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10"	\$70.00 per ft.																
12"	\$90.00 per ft.																
18"	\$90.00 per ft.																
Street Cuts	<p>\$ 25.00 per square foot of street cut</p>																
<p>These prices are for labor only. There will be added cost for casing material depending on each individual job.</p>																	

INSUFFICIENT FUNDS OR "HOT" CHECK

\$30 FEE

Each time check is presented to bank. If meter was locked for non-payment and an insufficient funds check was tendered as payment for restoration of service, the meter will be locked again without prior notice. To have service resumed, the full amount of the insufficient funds check plus established reconnect fees must be paid in CASH or CASHIERS CHECK.

SECTION II. ALL OTHER SECTIONS AND PROVISIONS OF ORDINANCE NO. 278 AND
SUBSEQUENT AMMENDMENTS THERETO SHALL BE UNCHANGED AND REMAIN IN FULL
AFFECT.

SECTION III. EFFECTIVE DATE: THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY
UPON ITS PUBLICATION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS THE 1st DAY OF AUGUST, 2016


Tim Trimble, MAYOR PRO-TEM

ATTEST


ANN BARKER, CITY ADMINISTRATOR

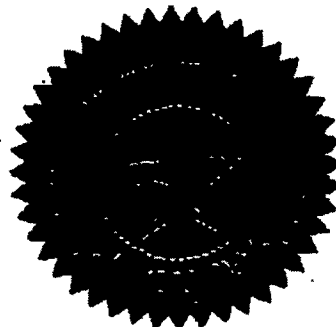


EXHIBIT A

EXHIBIT B**EXPANDED COMPARISON of RATES**

The prior sewer discharge rates charged by the city of Malakoff to the ratepayers in the city of Star Harbor had been established under a 30 year contract which expired in June 2016. Malakoff notified Star Harbor on December 9, 2016 of rate changes established by passing City Ordinance No. 436 in August 2016. The new rates were to be effective January 1, 2017. The long term procedure through the years was for Star Harbor to notify Malakoff of the Star Harbor water consumption for the months of January, February, and March. Malakoff would then enter that data into a formula or equation and then advise Star Harbor of the sewer discharge fee to be charged to each ratepayer in Star Harbor.

For at least the past 2 years (2015-2016), that fee has been \$10.43 per connection, or \$10.43 multiplied by 326 connections to yield a monthly billing total of \$3,400.41. The new rates are to be \$47.50 per month per connection for a minimum of 1,000 gallons. Each 1,000 gallons thereafter will be \$14.04 with the exception of January 2017. An invoice has been received from Malakoff for January 2017 totaling \$15,485; calculated by \$47.50 multiplied by 326 water taps. The amount of \$15,485 is an increase over \$3,400.41 of 355.41%. A check for \$3,400.41 was paid directly to Malakoff. The amount exceeding \$3,400.41 has been deposited into an escrow account established at First State Bank in Malakoff. On an ongoing basis for an average ratepayer who uses 3,000 gallons during a month, the bill will be \$75.58, or a 624.6% increase over \$10.43 monthly. A ratepayer using 4,000 gallons will be billed \$89.62, or a 759.3% increase. A ratepayer using 5,000 gallons will be billed \$103.66, or a 893.9% increase.

An invoice, attached as Exhibit C, has now been received from Malakoff for February 2017 totaling \$18,980.96. That total is the sum of 2 numbers. One number is the base rate of \$47.50 per connection multiplied by 326 connections yielding \$15,485.00 as a minimum monthly amount. The number of excess gallons over the minimum as billed by Malakoff is 249,000 gallons multiplied by \$14.04 per 1,000 gallons yielding \$3,495.96 (the second number). The sum invoiced is \$18,980.96. That sum compared to the monthly amount paid for at least the past 2 years of \$3,400.41 is an increase of 458.2%. The city of Star Harbor is paying the former amount of \$3,400.41 directly to Malakoff. Thus far, the amounts greater than the former regular billings are being paid into an escrow account pending the resolution of this appeal process.

Additionally, under the conditions of the prior 30 year agreement, it was incumbent on Malakoff to ask for rate increases should the need arise. Only 1 (one) rate increase had been requested and it was approved.

EXHIBIT B

EXHIBIT C



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

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

EXHIBIT C

Attachment B

CONTRACT FOR SEWAGE TRANSPORTATION AND TREATMENT SERVICE

THE STATE OF TEXAS §
 COUNTY OF HENDERSON §

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 wastewater. 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 herein.

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, Star Harbor shall pay equal monthly bills determined by multiplying the typical monthly flow by the charge obtained as the sum of paragraphs 1.a and 1.c. Typical calculations are shown in Exhibit #3.

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 month's flow exceed that allowed herein, the charge for transporting and treating may be renegotiated.

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 sewage facilities.

13. Malakoff agrees to treat Star Harbor wastewater flows not-to-exceed a "typical month" (as defined in Section 1. hereof) of 1,000,000 gallons.

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.

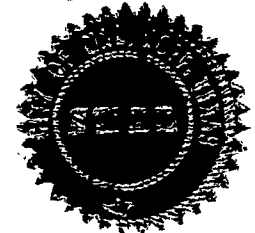
WITNESS OUR HANDS this 7th day of May, 1986.

CITY OF MALAKOFF

By: [Signature]
F. D. Morviss, Mayor

ATTEST:

[Signature]
Yvette Hernandez
City Secretary



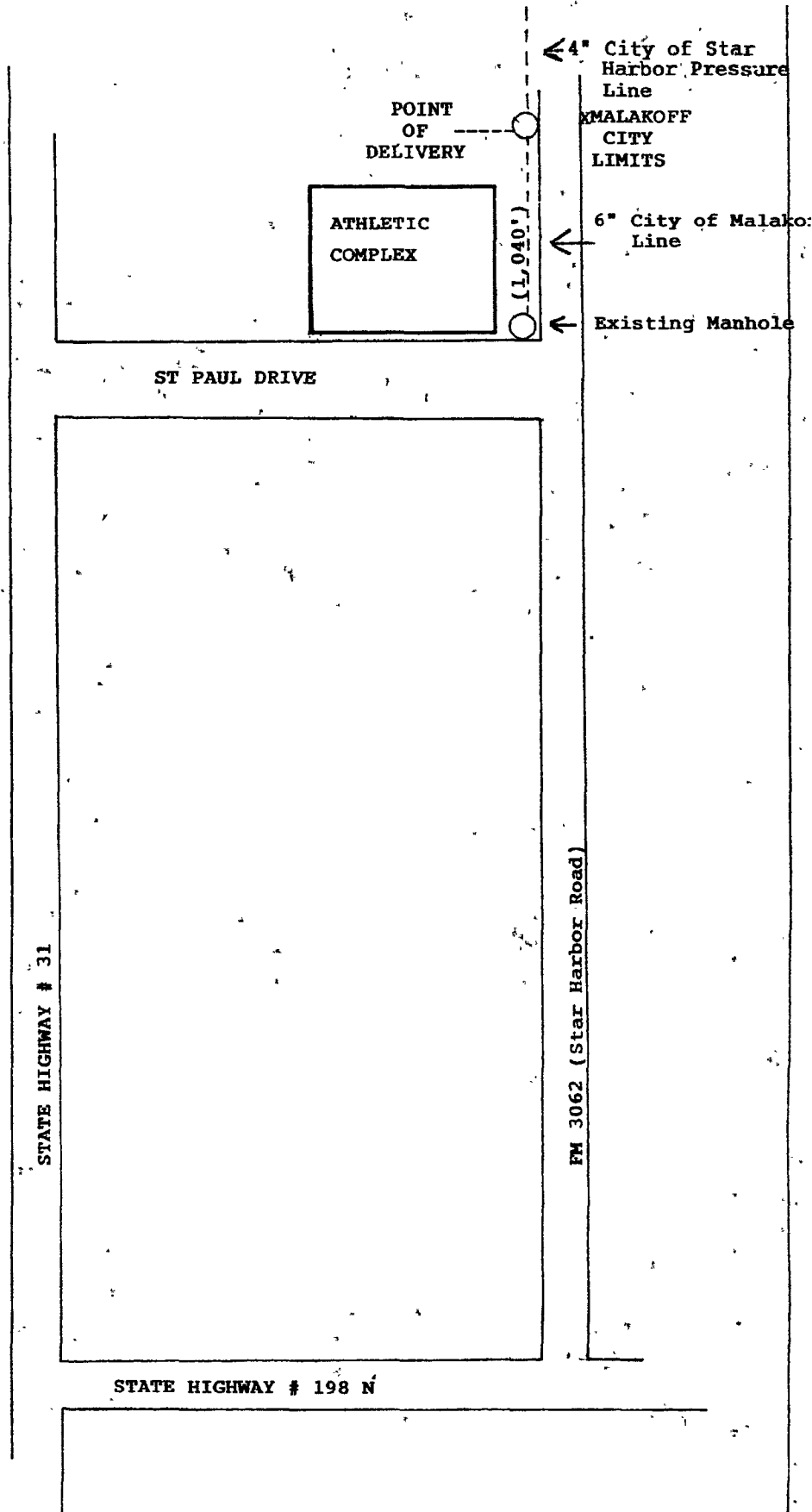
CITY OF STAR HARBOR

By: [Signature]
J. C. Gerard, Mayor

ATTEST:

[Signature]
City Secretary





NOTE: (Not to scale)

CITY OF MALAKOFF
WASTEWATER TREATMENT PLANT
DETAIL OF EXPENDITURES
FISCAL YEAR (TYPICAL)

ACCOUNT # _____

<u>EXPENSES</u>	<u>ACTUAL</u>	<u>ESTIMATED</u>
A. <u>SALARIES</u>		
1. Supervision	\$ _____	\$ 18,433.00
2. Skilled Labor	\$ _____	\$ 7,030.00
3. Labor Operations	\$ _____	\$ _____
4. Overtime	\$ _____	\$ _____
TOTAL SALARIES	\$ _____	\$ 25,463.00
B. <u>SUPPLIES</u>		
1. Office Supplies	\$ _____	\$ _____
2. Wearing Apparel	\$ _____	\$ _____
3. Motor Vehicle Fuel	\$ _____	\$ _____
4. Laundry	\$ _____	\$ _____
5. Chemical, Medical, etc.	\$ _____	\$ _____
6. Mechanical	\$ _____	\$ _____
7. Miscellaneous	\$ _____	\$ _____
TOTAL SUPPLIES	\$ _____	\$ 1,587.00
C. <u>CONTRACTUAL</u>		
1. Telephone	\$ _____	\$ 180.00
2. Insurance, Bonds	\$ _____	\$ 1,622.00
3. Analysis Service	\$ _____	\$ 1,213.00
4. Electricity	\$ _____	\$ 27,460.00
5. Dues, Publications	\$ _____	\$ _____
6. Utilities, Water, Gas	\$ _____	\$ _____
7. Training, Tuition, Supplies, etc.	\$ _____	\$ _____
TOTAL CONTRACTUAL	\$ _____	\$ 30,475.00
D. <u>MAINTENANCE- BUILDINGS, Etc.</u>		
1. Buildings & Grounds	\$ _____	\$ _____
2. Street Repair	\$ _____	\$ _____
TOTAL MAINTENANCE, BUILDINGS	\$ _____	\$ _____

<u>EXPENSES</u>	<u>ACTUAL</u>	<u>ESTIMATED</u>
<u>E. MAINTENANCE-EQUIPMENT</u>		
1. Machinery, Tools, Equipment	\$ _____	\$ _____
2. Instruments, Apparatus & Radio	\$ _____	\$ _____
3. Motor Vehicles	\$ _____	\$ _____
TOTAL MAINTENANCE-EQUIPMENT	\$ _____	\$ 3,461.00
<u>F. SUNDRY CHARGES</u>		
1. Social Security	\$ _____	\$ _____
2. Insurance, Medical	\$ _____	\$ _____
3. Workmans Compensation	\$ _____	\$ _____
4. Unemployment Compensation	\$ _____	\$ _____
TOTAL SUNDRY CHARGES	\$ _____	\$ 2,211.00
TOTAL EXPENSES	\$ _____	\$ 63,197.00

CITY OF MALAKOFF-
WASTEWATER TREATMENT PLANT
DEPRECIATION SCHEDULE

	<u>WASTEWATER TREATMENT PLANT</u>	<u>LINES</u>	<u>TOTAL</u>
PLANNING	\$ 32,454.	\$ 4,933.	\$ 37,387.
DESIGN	\$ 36,963.	\$ 5,619.	\$ 42,582.
TOTAL CONSTRUCTION COST	\$744,032.	\$113,096.	\$ 857,128.
SITE & ROW COST	\$ 14,575.	\$ -0-	\$ 14,575.
ADMINISTRATIVE COST	\$ 95,934.	\$ 14,582.	\$ 110,516.
TOTAL PROJECT COST	\$923,958.	\$138,230.	\$1,062,188.
(LESS) EPA GRANTS (Steps 1, 2, and 3)	\$691,525.	\$105,115.	\$ 796,640.
CITY OF MALAKOFF COST	\$232,433.	\$ 33,115.	\$ 265,548.

FIXED STRAIGHT LINE DEPRECIATION

<u>YEAR</u>	<u>TOTAL</u>	<u>ANNUAL DEPRECIATION</u>	<u>BALANCE</u>	<u>INTEREST (@ 5.6%)</u>
1986		\$ 9,297	\$185,948	\$10,413
1987			176,651	9,892
1988			167,354	9,372
1989			158,057	8,851
1990			148,760	8,331
1991			139,463	7,810
1992			130,166	7,289
1993			120,869	6,769
1994			111,572	6,248
1995			102,275	5,727
1976			92,978	5,207
1997			83,681	4,686
1998			74,384	4,166
1999			65,087	3,645
2000			55,790	3,124
2001			46,493	2,604
2002			37,196	2,083
2003			27,899	1,562
2004		9,297	18,602	1,042
2005		9,305	9,305	521
2006			0	0

TYPICAL CALCULATIONS, FOR ILLUSTRATIONS
ONLY

CITY OF MALAKOFF

CALCULATION OF TRANSPORT & TREATMENT CHARGE

1A.	(1) Operation and Maintenance Charge (Exhibit # 1)	\$ 63,197.00	
	(2) Administrative Charge (1%)	\$ 632.00	
	(3) TOTAL	\$ 63,829.00	
	(4) Audited annual flow thru Wastewater Treatment Plant (Million Gallons per Year)	66,354.	
	(5) Cost per 1,000 Gallons for Treatment	\$.96	
	(1A (3) ÷ 1A (4) = 1 A (5)		
1B.	(1) Depreciation of Wastewater Treatment Plant (Exhibit # 2) (Principal + Interest)	\$ 19,710.00	
	(2) Design Capacity of Treatment Plant, 350,000 Gallons per Average Day. (Annual Capacity)	127,750,000	
	(1B 1 ÷ 1B 2 = 1B 3)		
	(3) Cost per 1,000 Gallons for treatment	\$ 0.1543	
	(4) City of Star Harbor Guaranteed Capacity (1,000,000 gallons per month) x 12 =	12,000,000	
	(1B (3) x 1B (4) = 1 B (5)		
	(5) City of Star Harbor cost per year for depreciation	\$ 1,851.60	
1C.	(1) Audited water sales for the City of Star Harbor for the Months of;	651,445	
	(a) January, 19__		
	(b) February, 19__		
	(c) March, 19__		
	(d) TOTAL	1,954,335	
	1C(d) ÷ 3 = Average Monthly Flow for City of Star Harbor		

FORMULA FOR TOTAL CHARGE

1A (5) X 12 x 1 C (1) =	\$ 7,504.65	Annual Chg.
1 B (5) (Add)	\$ 1,851.60	
<u>SUB-TOTAL</u>	\$ 9,356.25	
10 % PROFIT (Add)	\$ 935.63	
<u>GRAND TOTAL</u>	\$ 10,291.88	

Attachment C

DOCKET NO. 46955

Staff 1-2 Please provide copies of sample wholesale invoices for sewer utility service from the City of Malakoff for the period of December 2015, and the period of January to June 2016.

Response:

Attached are copies of invoices from the City of Malakoff that were received and paid by the City of Star Harbor for the period of December 2015, and the period of January to June 2016. The copies are designated as Staff 1-2-A.



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

January 5, 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 2015. The new monthly amount is \$3,400.41 due by January 10, 2016. 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,

Tanisha Thomas

Tanisha Thomas
Utility Secretary

HAPPY
New Years!

Amount Due: \$3,400.41

PAID
W.W. & SEWER ACCT. CK. # 9417
GEN. FUND ACCT. CK. #
DATE 1/18/16



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

January 27, 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 **January 2016**. The new monthly amount is **\$3,400.41 due by February 10, 2015**. 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,

Tanisha Thomas

Tanisha Thomas
Utility Secretary

W.W. & SEWER ACCT. 9448
GEN. FUND ACCT.
DATE 2/2/16

Amount Due: \$3,400.41

*Star Harbor
City of Malakoff*



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

March 3, 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 February 2016. The new monthly amount is \$3,400.41 due by March 10, 2015. 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,

Tanisha Thomas

Tanisha Thomas
Utility Secretary

PAID
M.M. & SEWER ACCT. CIL # 9473
GEN. FUND ACCT. CIL #
DATE 3/11/16

Amount Due: \$3,400.41
HAP Y:
EAS ER



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

March 31, 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 **March 2016**. The new monthly amount is **\$3,400.41 due by April 10, 2016**. 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,

Tanisha Thomas

Tanisha Thomas
Utility Secretary

W.W. & SEWER ACCT. CL. # 9491
GEN. FUND ACCT. CL. #
DATE 4/7/16

Amount Due: \$3,400.41





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

April 29, 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 April 2016. The new monthly amount is \$3,400.41 due by May 10, 2016. 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,

Tanisha Thomas
Utility Secretary

PAID
MAL. S SEWER ACCT. CR. # 9522
GEN. FUND ACCT. CR. #
DATE 5/9/16

Amount Due: \$3,400.41





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

June 2, 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 May 2016. The new monthly amount is \$3,400.41 due by June 10, 2016. 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,

Tanisha Thomas
Utility Secretary

PAID
BLW. & SEWER ACCT. CH. # 9534
GEN. FUND ACCT. CH. #
DATE 6/10/16

Amount Due: \$3,400.41





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

June 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 **June 2016**. The new monthly amount is **\$3,400.41 due by July 10, 2016**. 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,

Tanisha Thomas

Tanisha Thomas
Utility Secretary

RAM
GEN. & SEWER ACCT. 9581
GEN. FUND ACCT.
DATE 7/1/16

Amount Due: \$3,400.41

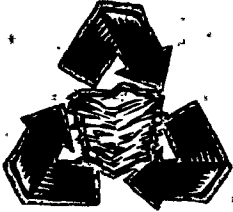
Happy July 4th

DOCKET NO. 46955

Staff 1-3 Please provide copies of sample wholesale invoices for sewer utility service from the City of Malakoff for the period of December 2016, and the period of January to March 2017.

Response:

Attached are copies of invoices from the City of Malakoff that were received and paid by the City of Star Harbor for the period of December 2016, and the period of January to March 2017. The copies are designated as Staff 1-3-A.



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,
Tanisha Thomas

Tanisha Thomas
Utility Secretary

PAID
UTILITY FUND ACCT. CK# 9790
GEN. FUND ACCT. CK#
DATE 1/13/17

Amount Due: \$3,400.41

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

PAID 400.41
UTILITY FUND ACCT. CK# 9819
GEN. FUND ACCT. CK#
DATE 2/14/17



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

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

PAID \$3400.41
UTILITY FUND ACCT. CK# 9862
GEN. FUND ACCT. CK#
DATE 3/16/17



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

APR - 6 - 2017

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) = **\$4,155.84**
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

PAID \$19,640.84
UTILITY FUND ACCT. CK.# 9897
GEN. FUND ACCT. CK.#
DATE 4/14/17

Attachment D

DOCKET NO: 46955

Staff 1-4 Please provide copies of sample invoices for sewer utility service from the City of Star Harbor for the period of December 2016, and the period of January to March 2017 (sample invoices from two residential ratepayers).

Response:

Attached are copies of billing accounting details for three residential ratepayers in the City of Star Harbor as billed by the City of Star Harbor. These are not copies of the bills, but the information is what appears on the actual bills. The information covers the period of December 2016 and the period of January to March 2017.

The sewer charges are circled. The copies are designated as Staff 1-4-A.

CITY OF STAR HARBOR

4/27/2017

P.O. BOX 949 MALAKOFF TX 75148 PH: 903-489-0091

1

CUSTOMER HISTORY 12/17/2016 to 04/11/2017

Acct: 1330 BATTEN RAY Home:903/489-0010
51 LAKESIDE DRIVE STAR HARBOR TX 75148 Current Balance: \$0.00 ACTIVE
Loc ID: 131 @ 51 LAKESIDE DRIVE STAR HARBOR
Rte: 1 Seq.# 1240 Mtr S/N: 89664168 Dep:\$0.00

Table with columns: Date, Code, Description, Previous, Present, Used, Charge, Payment, Balance. Rows include transactions from 12/17/2016 to 4/11/2017, including checks and sewer/garbage charges.

CITY OF STAR HARBOR

P.O. BOX 949 MALAKOFF TX 75148 PH: 903-489-0091

4/25/2017

CUSTOMER HISTORY 12/20/2016 to 04/19/2017

Acct: 1235 ELLIS DON Home:903-489-1991

7 SHORELINE DRIVE STAR HARBOR TX 75148 Current Balance: \$0.00 ACTIVE

Loc ID: 280 @ 7 SHORELINE DRIVE STAR HARBOR

Rte: A Seq.# 0 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
12/20/2016	WR	Check 3087 for \$111.00					65.00	46.00
12/20/2016	IZ	Check 3087 for \$111.00					30.00	16.00
12/20/2016	GB	Check 3087 for \$111.00					16.00	0.00
12/31/2016	WR	Read on 12/31/2016	899,720	904,080	4,360	69.00		69.00
12/31/2016	IZ	SEWER #1235				30.00		99.00
12/31/2016	GB	GARBAGE-RES				16.00		115.00
1/23/2017	WR	Check 3094 for \$115.00					69.00	46.00
1/23/2017	IZ	Check 3094 for \$115.00					30.00	16.00
1/23/2017	GB	Check 3094 for \$115.00					16.00	0.00
1/31/2017	WR	Read on 01/31/2017	904,080	908,400	4,320	69.00		69.00
1/31/2017	IZ	SEWER #1235				47.50		116.50
1/31/2017	GB	GARBAGE-RES				16.00		132.50
2/21/2017	WR	Check 3104 for \$132.50					69.00	63.50
2/21/2017	IZ	Check 3104 for \$132.50					47.50	16.00
2/21/2017	GB	Check 3104 for \$132.50					16.00	0.00
2/28/2017	WR	Read on 02/28/2017	908,400	913,370	4,970	75.70		75.70
2/28/2017	IZ	SEWER #1235				103.24		178.94
2/28/2017	GB	GARBAGE-RES				16.00		194.94
3/17/2017	WR	Check 3112 for \$194.94					75.70	119.24
3/17/2017	IZ	Check 3112 for \$194.94					103.24	16.00
3/17/2017	GB	Check 3112 for \$194.94					16.00	0.00
3/31/2017	WR	Read on 03/31/2017	913,370	917,390	4,020	66.20		66.20
3/31/2017	IZ	SEWER #1235				89.90		156.10
3/31/2017	GB	GARBAGE-RES				16.00		172.10
4/19/2017	WR	Check 3117 for \$172.10					66.20	105.90
4/19/2017	IZ	Check 3117 for \$172.10					89.90	16.00
4/19/2017	GB	Check 3117 for \$172.10					16.00	0.00

CITY OF STAR HARBOR

4/26/2017

P.O. BOX 949 MALAKOFF TX 75148 PH: 903-489-0091

1

CUSTOMER HISTORY 12/20/2016 to 04/21/2017

Acct: 1810 CLAXTON WARREN
 2 RAINBOW DRIVE STAR HARBOR TX 75148 Current Balance: \$0.00 ACTIVE
 Loc ID: 179 @ 2 RAINBOW DRIVE STAR HARBOR
 Rte: 1 Seq.# 1720 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
12/20/2016	WR	Check 1001 for \$102.00					56.00	46.00
12/20/2016	NI	Check 1001 for \$102.00					30.00	16.00
12/20/2016	GB	Check 1001 for \$102.00					16.00	0.00
12/31/2016	WR	Read on 12/31/2016	719,790	722,640	2,850	56.00		56.00
12/31/2016	NI	SEWER #1810				30.00		86.00
12/31/2016	GB	GARBAGE-RES				16.00		102.00
1/23/2017	WR	Check 1005 for \$102.00					56.00	46.00
1/23/2017	NI	Check 1005 for \$102.00					30.00	16.00
1/23/2017	GB	Check 1005 for \$102.00					16.00	0.00
1/31/2017	WR	Read on 01/31/2017	722,640	724,510	1,870	56.00		56.00
1/31/2017	NI	SEWER #1810				47.50		103.50
1/31/2017	GB	GARBAGE-RES				16.00		119.50
2/21/2017	WR	Check 1010 for \$119.50					56.00	63.50
2/21/2017	NI	Check 1010 for \$119.50					47.50	16.00
2/21/2017	GB	Check 1010 for \$119.50					16.00	0.00
2/28/2017	WR	Read on 02/28/2017	724,510	726,200	1,690	56.00		56.00
2/28/2017	NI	SEWER #1810				57.19		113.19
2/28/2017	GB	GARBAGE-RES				16.00		129.19
3/20/2017	WR	Check 1011 for \$129.19					56.00	73.19
3/20/2017	NI	Check 1011 for \$129.19					57.19	16.00
3/20/2017	GB	Check 1011 for \$129.19					16.00	0.00
3/31/2017	WR	Read on 03/31/2017	726,200	728,570	2,370	56.00		56.00
3/31/2017	NI	SEWER #1810				66.73		122.73
3/31/2017	GB	GARBAGE-RES				16.00		138.73
4/21/2017	WR	Check 1013 for \$138.73					56.00	82.73
4/21/2017	NI	Check 1013 for \$138.73					66.73	16.00
4/21/2017	GB	Check 1013 for \$138.73					16.00	0.00

Attachment E

STAFF 1-5

DOCKET NO. 46955

Staff 1-5 Please provide copies of sample invoices for sewer utility service from the City of Malakoff for the period of December 2016; and the period of January to March 2017 (sample invoices from two residential ratepayers).

Response:

Documents of the description above do not exist. The City of Malakoff does not invoice the ratepayers of Star Harbor directly. The City of Malakoff invoices the City of Star Harbor

Attachment F

STAFF 1-6

DOCKET NO. 46955

Staff 1-6 Please provide information as to who maintains the distribution lines and the meters connected to the residential ratepayers outside the city limits of the City of Malakoff (City of Malakoff or City of Star Harbor?).

Response:

The City of Star Harbor maintains all of its water and sewer lines within the City of Star Harbor. Additionally, Star Harbor also maintains a sewer line which feeds the sewer water from the city limits of Star Harbor to the receiving unit of Malakoff. This feeder line has a length of approximately 1.8 miles. The City of Star Harbor maintains all of its own water meters. There are no individual ratepayer sewer meters in the City of Star Harbor.

For other out of city limit ratepayers receiving services from the City of Malakoff, other than the City of Star Harbor, Malakoff maintains those sewer and/or water lines and meters.

This information can be verified by Tommy Posey who is Operations Manager for the City of Star Harbor.