



Control Number: 49869



Item Number: 1

Addendum StartPage: 0

1 49869



2019 AUG 13 AM 10:12
PUBLIC UTILITY COMMISSION
FILING CLERK

Appeal of the Cost of Obtaining Service from a Water Supply Corporation (WSC)

Docket No. _____

(this number will be assigned by the Public Utility Commission after your appeal is filed)

This appeal is pursuant to Texas Water Code §13.043(g) and Public Utility Commission's (PUC or commission) Substantive Rule §24.41(g)

Water Service Provider

Name: MJC Water Supply Corporation
P.O. Box 95 Pattonville, TX 75468 903-793-9085
(Address) City, State, Zip Code (Area Code/Number)

Applicant

Name: Timothy Newman
9993 Fm 195 Paris, TX 75462 903-609-6394
(Address) City, State, Zip Code (Area Code/Number)

Cost of Obtaining Service

If a breakdown of the cost is available:

Membership Fee \$	<u>50⁰⁰</u>
Tap Fee \$	<u>850⁰⁰</u>
Extension Charges \$	<u>25,000⁰⁰</u>
Capital Contribution \$	<u>-0</u>
Other Charges \$	<u>50⁰⁰ deposit</u>
Total Cost of Obtaining Service \$	<u>0.00 25,950⁰⁰</u>

Additional Information

Date application for service submitted to WSC: 8/8/2019
Date written estimate of charges received: 7/22/2019

Timothy Newman
Signature of Applicant

M J C WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Please Print:

DATE 8/8/19

APPLICANT'S NAME

Timothy Newman

CO-APPLICANT'S NAME

Jennifer Pettigrew

CURRENT MAILING ADDRESS:

9993 Fm 195

Paris, TX. 75462

FUTURE BILLING ADDRESS:

585 County Rd. 13600

Paris, TX, 75462

PHONE NUMBER - Home () - Work () - Cell (903) 604 - 6314

PROOF OF OWNERSHIP PROVIDED BY

DRIVER'S LICENSE NUMBER OF APPLICANT 13417956

LEGAL DESCRIPTION OF PROPERTY (Include name of road, 911 address, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS

ACREAGE

3

HOUSEHOLD SIZE

3

NUMBER IN FAMILY

3

LIVESTOCK & NUMBER

SPECIAL SERVICE NEEDS OF APPLICANT

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

AGREEMENT made this 8th day of August, 2011, between

M J C Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and

Timothy Newman (hereinafter called the Applicant and/or Member),

Witnessed:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid. In addition to any Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and Membership Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member

shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- d. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the

orporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of
d program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for
nages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by
er Member/users of the Corporation, normal failures of the system, or other events beyond the
poration's control.

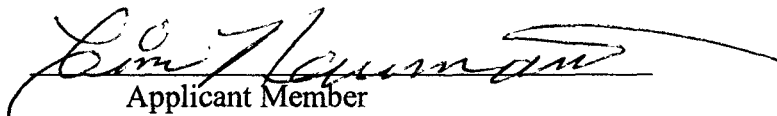
The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the
poration for the purpose of providing reasonable rights of access and use to allow the Corporation to
struct. maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that
plicant as well as the Corporation's purposes in providing system wide service for existing or future
nbers.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due
any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all
membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall
e rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by
Applicant shall constitute denial or discontinuance of service until such time as the violation is
ected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall
in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

nessed


Applicant Member

roved and Accepted

8/2/19
Date Approved

MJC Water Supply Corporation
P O Box 95
Pattonville, TX 75468
(903) 793-9085
PWS 1390010

July 22, 2019

Mr. Timothy Newman
9993 FM 195
Paris, TX 75462

RE: Water Service to 585 CR 13600

Mr. Newman,

This letter is in response to your request for residential water service at the above address. It is our understanding you have purchased a house that will be delivered to this address in the near future. The water lines serving this area must be upgraded before a new water connection can be made.

We have estimated your cost for this line upgrade will total \$25,000. This estimate is based on approximately 5,500 feet of water line, bore under one creek, road bore under CR 13500 and another bore under CR 13600 to get to your property. The meter would be located near your existing driveway on your side of the road. It is our understanding that Lamar Electric pole number 31596 is located about 20 feet south and across the road from your driveway.

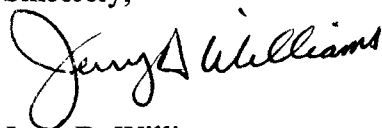
We have agreed you can pay \$15,000 up front and \$209 per month for 48 months. No interest will be added, and this payment will be due the same time as your monthly water bill.

If another new water connection (new meter) is made anywhere along the last 1,500 feet of this line upgrade during the next 48 months, MJC will refund \$6,000 to you for up to two connections. You would have the potential to get as much as \$12,000 refunded. This refund agreement will expire on July 23, 2023.

In addition to the Line Upgrade fee you will need to pay a \$850 Tap Fee, \$50 Membership Fee and \$50 Deposit. You will also need to complete a membership application and execute an easement document.

If you have any questions, please feel free to contact me directly at 903-783-4914.

Sincerely,



Jerry D. Williams
President

Accepted:

Timothy Newman

Date:

County Rd-13620

County Rd-13600

585 County Rd
13600

County Rd-13630

Google

4:05 PM

MJC Water Supply Corporation
P O Box 95
Pattonville, TX 75468
(903) 793-9085
PWS 1390010

July 22, 2019

Mr. Timothy Newman
9993 FM 195
Paris, TX 75462

RE: Water Service to 585 CR 13600

Mr. Newman,

This letter is in response to your request for residential water service at the above address. It is our understanding you have purchased a house that will be delivered to this address in the near future. The water lines serving this area must be upgraded before a new water connection can

Tim Newman
9993 FM 195
Paris, TX 75462
DL 13417956 PH (903) 900-9518

1157
88-1665/1119

8-8-19 Date

Pay to the Order of MJC water \$ 950.00

Nine Hundred Fifty Dollars + 00/100 Dollars

Peoples Bank

Shield

For Core Tap/Member/Deposit Tim Newman

11119166561 2360578 1157

Heated on Rising Sunford Exchange Credit 1-800-388-0165 www.bondinvestments.com

A bad day fishing is better than a good day at work.

Security Features: Microprint, Watermark, etc.

is based on
\$500 and
near your
ric pole
y.

No interest
ll.

3 feet of this
vo
his refund

In addition to the Line Upgrade fee you will need to pay a \$850 Tap Fee, \$50 Membership Fee and \$50 Deposit. You will also need to complete a membership application and execute an easement document.

If you have any questions, please feel free to contact me directly at 903-783-4914.

Sincerely,

Jerry D. Williams
Jerry D. Williams
President

Accepted:

Tim Newman
Timothy Newman
Date: 7-25-19

Received \$950
8/8/19
Jerry D. Williams

U-SAVE HOMES INC.
PO BOX 8535
GREENVILLE TX 78404
(903) 454-4311
www.usavehomes.com

Alliance Bank
8609 Wesley Street
Greenville, TX 75401
88-197/1119

34593

8/6/2019

PAY TO THE ORDER OF MJC Water Supply Corporation

\$ **13,000.00

Thirteen Thousand and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

MJC Water Supply Corporation
PO Box 95
Pattonville, TX 75468

AUTHORIZED SIGNATURE

MEMO

Newman water Line

034593 111901975

700609269

8/8/19

Received Checks
total \$15,000

Jimmy Williams
President

MJC WATER Supply Corp.

Tim Newman
9993 PM 195
Paris, TX 75462
DL 1117956-PM (903) 900-9518

1155

88-1965/1119

Aug 8, 2019

Pay to the order of MJC Water
Six thousand and 00/100

\$ 2000.00

Dollars



Security Features
Details on Back

Hooked on Fishing.

Peoples Bank



For down payment / upgrade

Tim Newman

111916656 2360578

1155



TIM NEWMAN

9993 FM 195 Paris, TX. 75362 | 9036096394 | newmantim1968@gmail.com

8/10/2019

To Whom it May Concern:
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, TX. 78711-3326

To Whom it May Concern:

Hello. I would like to give you a little more information that might help our appeal. The \$15,000 that we had to pay upfront to get water to our property, was money that was set aside to build a deck with a ramp, sidewalks, and a smooth driveway for our disabled son to be able to walk on safely. He is not able to walk across uneven surfaces, like rocks, or climb up and down stairs due to his disabilities.

We do not have the ability to replace that amount of money in order to get the accommodations needed, as the \$15,000 is almost half of our yearly income. Any help would be greatly appreciated. Thank you in advance for your consideration.

Sincerely,

Tim Newman



Tim Newman
Jennifer Pettigrew