



Control Number: 50324



Item Number: 19

Addendum StartPage: 0



**Southwest
Engineers**

www.swengineers.com | TBPE No. F-1909

Civil | Environmental | Land Development

HEADQUARTERS
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Gonzales, TX 78629
Phone: 830.672.7546

CENTRAL TEXAS OFFICE
205 Cimarron Park Loop, Ste B
Buda, TX 78610
Phone: 512.312.4336

November 3, 2020

Public Utility Commission of Texas
1701 North Congress Avenue
P. O. Box 13326
Austin, Texas 78711-3326

RE: Sewer CCN Application – County Line Special Utility District
PUC Docket No. 50324
SWE Project No. 0017-059-18



To Whom It May Concern,

We wish to submit additional information to support the pending sewer CCN applied for by County Line SUD. In the PUC Staff's Final Recommendation regarding the proposed sewer CCN boundary dated August 28, 2020, it was recommended that the boundary only encompass the properties that have requested wastewater service and/or dedicated wastewater easements to date, based on a list and exhibit that was submitted by Southwest Engineers to the PUC on August 18, 2020. However, there have now been two additional properties that requested wastewater service from County Line SUD that were not included in the previous submittal. These two additional requests are enclosed, along with a map indicating their location (Tract 31 is the Scott Miller 88-Acres and Tract 32 is the Haney Tract).

Per our letter dated September 2, 2020, County Line SUD respectfully disagreed with the PUC's recommendation to reduce the proposed boundary from 17,972 acres to 7,890 acres. As part of that response, we proposed a potential modification to the CCN boundary that would reduce its area to approximately 11,648 acres. However, we would now like to amend our modified boundary to encompass the additional properties that have recently requested service. This new boundary is shown on the attached exhibit and now encompasses a total of 12,006 acres.

Therefore, we respectfully request that the PUC consider this supplemental information and modified boundary for the pending County Line SUD Sewer CCN. If you have any questions or need additional information, please do not hesitate to contact me at (830) 672-7546 or allison.nieto@swengineers.com.

Respectfully submitted,

Allison Nieto

Allison M. Nieto, P.E.

From: Ranch Road Development LLC

October 13, 2020

To: County Line SUD
8870 Camino Real
Uhland, TX 78640-6482

Re: Developer Request for Wastewater Service

Dear County Line SUD,


I am requesting service for an 88-acre property located at the SW intersection of HWY 21 and Grist Mill Road.

The proposed development will be a mixed-use development requiring an estimated total of 400 LUE's (pending review and approval by the CLSUD engineer). It is currently estimated that wastewater service will be needed in approximately 18 months.

The entity names and contact information are as follows:

Ranch Road Development LLC
106 Fallow Way
Bastrop, TX 78602
949-680-5494
Smiller@ranchroaddevelopment.com

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'S' followed by a horizontal line.

Scott Miller
Manager

Combination: Standard Potable Water Service Application – Agreement Page 2
Standard Wastewater Service Application - Agreement

Today's Date: 10/21/2020

Date to Start Service: 1/1/2022

County Line Special Utility District
8870 Camino Real
Uhland, TX 78640
512-398-4748 office
512-398-4749 fax

CORPORATION USE ONLY

Date Approved _____

Service Classification _____

Cost _____

Work Order Number _____

Eng. Update _____

Account Number _____

Service Inspection Date _____

Applicant: J. Bart Hopper

Co-Applicant: _____

Property Address: 2 miles west of Highway 21, south of High Road, Kyle, Tx 78640

Property Legal Description: Tract 1: 140ac more or less out of the John Stewart Survey, Abstract No. 14;
Tract 2: approximately 81.25 ac, being a part of a deed recorded in Vol. 131, page 20-21, Hays County Deed
Records; Tract 3: approximately 30 ac, being a part of a deed recorded in Vol. 131, page 20-21, Hays County
Deed Records

Billing Address: _____
(if different than property) _____

_____ Homeowner _____ Renting Home _____ Property Mgr/Realtor

Phone Numbers: Home: _____ Cellular: _____

Work: _____

Drivers License: Applicant: _____ Co-Applicant: _____

Email Address: bhopper@hoppercommunities.com

Special Service Needs of Applicant: _____

Combination: Standard Potable Water Service Application – Agreement Page 3
Standard Wastewater Service Application - Agreement

AGREEMENT made this _____ day of _____, 20_____, between
County Line SUD, a district organized under the laws of the State of Texas (hereinafter called the District)

and _____ J. Bart Hopper _____, (hereinafter call the Applicant / Customer).

The District shall sell and deliver potable water and wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws and policies to the District as amended from time to time by the Board of Directors of the District. *All potable water supplied by the District to the Applicant will become property of the District immediately upon the Applicant's discharge of that water into the District's wastewater collection system.*

The Applicant shall pay the District for service hereunder as determined by the District's Rules and Regulations and Policy, as may be amended from time to time, and upon the terms and conditions set forth therein.

The Board of Directors shall have the authority to discontinue service and cancel the Customer's account of any customer not complying with any policy or paying any utility fees or charges as required by the District's published rates, fees and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current signed copy of this agreement. The District may terminate potable water service to the Customer if the Customer fails to make timely payment of their potable water or wastewater service bill.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic potable water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing a new water system or expanding the facilities of an existing system.

The Applicant hereby agrees to obtain, utilize and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's policies, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a Deposit. Applicant further agrees to pay, upon becoming a Customer, the monthly charges for such service as prescribed in the District's policy. Any breach in this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied acceptance as a Customer in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may reapply for service at a later date under the terms and conditions of the District's policies.

All potable water delivered shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Customer 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 sub-meter water to any other persons, dwellings, businesses, or property, etc is prohibited.

The District shall have the right to locate a water service meter and / or wastewater service connection or the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon the Customer'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 District shall have the right to remove any of it equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by

the District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross connections.

The District shall maintain a copy of this agreement as long as the Customer and / or premises is connected to its water and / or wastewater system.

Combination: Standard Potable Water Service Application – Agreement Page 4
Standard Wastewater Service Application - Agreement

Potable Water Services:

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

- a. No direct connections between 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- b. No cross connection between 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 backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted. 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this agreement as long as the Customer and/or premises is connected to the public water system. The Customer shall allow his property to be inspected for possible cross connection and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practices on their premises. The Customer shall, at his expense, properly install, test and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to either 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 Customer.

In the event the total water supply is insufficient to meet all the Customers needs, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's policy. By execution of this agreement, the Applicant hereby shall comply with the terms of said program by execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant is a Customer. Said guarantee shall pledge any and all Deposit against any balance due the District. Liquidation of said Deposit shall give rise to discontinuance of service under the terms and conditions of the District's policy.

By execution hereof, the Applicant agrees to non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District. Any misrepresentation of the facts by the Applicant on any page of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's policy.

Combination: Standard Potable Water Service Application – Agreement Page 5
Standard Wastewater Service Application - Agreement

Waterwater Services:

The Customer shall allow his property to be inspected for possible cross connection and other undesirable plumbing practices. Inspections of connection service shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

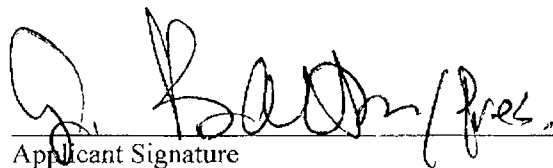
The District shall notify the Customer in writing of undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practices on the Customer's premises. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

By execution of this agreement, the Applicant hereby agrees to comply with the terms of said program by execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to wastewater pipeline breaks by utility or like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control. The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, manholes and clean-outs, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant is a Customer. Said guarantee shall pledge any and all Deposit against any balance due the District. Liquidation of said Deposit shall give rise to discontinuance of service under the terms and conditions of the District's policy. The Applicant agrees that all water discharged will become the property of the District immediately upon the Applicant's discharge of that water into the District's wastewater collection system.

By execution hereof, the Applicant agrees to non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District. Any misrepresentation of the facts by the Applicant on any page of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules and Regulations and policy.

The Customers understands and agrees that there are substances that can not and should not be allowed to enter a wastewater collection system. The Customer is prohibited from allowing any of those substances listed on Attachment A, a copy of which is attached hereto and incorporated herewith for all purposes by reference, to enter either directly or indirectly into the District's wastewater collection system. The Customer will be held liable for all damages caused to the District's wastewater system by allowing any of the Attachment A substances to enter the District's wastewater system. The District may disconnect potable and / or wastewater services to the Customer if found to be discharging prohibited substances into the District's wastewater system.


Applicant Signature

Applicant Signature



Haney Tract - Uhlend ETJ

D:\CompanyData\Clients\0017 - County Line SUD\0017-058-18 - Wastewater System Creation\CCN Creation\Application\CCN Application Exhibit.dwg

