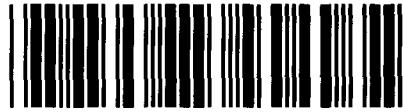




Control Number: 50367



Item Number: 6

Addendum StartPage: 0

RECEIVED
2020 FEB 10 11:5
PUBLIC UTILITY COMMISSION
DALLAS, TEXAS

Shady Oaks Water, L.P.

DBA Arrowhead Water, Hickory Hill Water, Shady Oaks Water & Willow Water

PO Box 597, Floresville, TX 78114

830-391-4406 or Fax 830-393-3055

Public Utility Commission of Texas

1701 N Congress Ave

PO Box 13326

Austin TX 78711-3326p

512-936-7000

January 25, 2020

RE: Chad Swahn/Docket No. 50367

327 Hickory Hill, La Vernia, TX 78121(Wilson County)

Dear Public Utility Commission of Texas Judge:

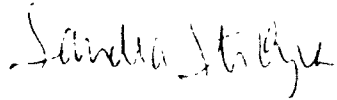
This letter is to respond to the letter received December 16, 2019. I am disputing the overcharges and any damages that he is claiming to his water heater based on evidence provided to Kenneth Wilson of the Public Utility Commission in October 3, 2019 investigation. It stated that this property has renter's contacting us continuously for service since the July 27, 2018 purchase. Swahn is unable to prove the usage since he travels as a truck driver and is not there to provide evidence of people moving in and out like we witnessed numerous times. With having no contact from Swahn since ownership, we were contacted in April 25, 2019 by Megan Leslie and given an application and fees which were not accepted or deposited because we did not know who the owner was or have any details about renter having permission to obtain service at this property. This person had no proof of ownership and continued living there. This property has been disconnected and was disconnected when renter/Swahn moved in and did so without permission or providing an application. Megan Leslie keeps stating she is related to the owner and keeps turning the meter on when we turn it off for nonpayment which is given in a notice on every bill and if on the disconnect list it sent out in a separate notice as provided. We have discussed filing a police report for theft of services/tampering with a meter. Shady Oaks reads meters on the 23rd of every month and bills on the 25th of every month. Since Mr. Swahn claimed to not get a bill form us, we sent him his last notice by certified mail, and he signed for it at the same address we mail the bill to. We have not had any returned mail from this address. We are a small private water system and do not tend to have many customers not receiving the bill. Once Mr. Swahn stated he refuses to pay his balance then we locked the meter on September 18, 2019 and there has been no usage since. If the person that says

u

is related to him is his wife or mother, then I would assume that is not a renter and would be responsible for the past due balance for living there as an owner of the property.

Due to these facts please reconsider the charges that he states he does not owe or that he claims we owe him. I appreciate you looking at the attached proofs. I look forward to hearing from you.

I solemnly swear this information is true and correct.



Sandra Strozier

Office Manager/Owner/Water Operator

C-Willow Water Co

PO Box 597

Floresville TX 78114

830-391-4406

Fax 830-393-3055

ATTACHED 22 PAGES

Interchange Filer

Filing Submitted

✓ Filing Complete

Next Steps:

You have completed the electronic portion of your filing, however, in order for the PUC to be able to process your filing, you must submit this tracking number with your paper copies. You may print and include this page or the confirmation email you received. For any questions about the number of copies, please see the following page: <http://www.puc.texas.gov/industry/filings/FilingProceed.aspx> (<http://www.puc.texas.gov/industry/filings/FilingProceed.aspx>)

Central Records: (512) 936-7180

Tracking Number: WCAPKNZP

Filing Submitted on 1/31/2020 12:40:05 AM

Control Number 50367 COMPLAINT OF CHAD SWAHN AGAINST SHADY OAKS WATER SUPPLY COMPANY, LLC

Filing Party Shady Oaks Water Supply Co

Filing Type LETTERS

Description Response to complaint from Swahn

Documents

- HH C Swahn app 2019.pdf
- HH C Swahn billing info 2019.pdf
- HH C Swahn Cover Letter PUC response.pdf
- HH C Swahn disconnect letter.pdf
- HH C Swahn-Megan Leslie 327 HH.pdf

Addendum No
Included

Submitted Sandra Strozier
By Shady Oaks Water, L.P.
PO Box 597
Floresville, TX 78114
(830) 391-4406
dsstrozier@gmail.com (mailto:dsstrozier@gmail.com)

An email confirmation has been sent to dsstrozier@gmail.com. Please check your spam/junk folders.

Start a New filing (/filer/controlnumber/?Length=5)



Sandy Strozier <dsstrozier@gmail.com>

PUC Filing submission confirmation.

1 message

noreply@puc.texas.gov <noreply@puc.texas.gov>
To: dsstrozier@gmail.com

Fri, Jan 31, 2020 at 12:40 AM

Filing Complete

Next Steps:

You have completed the electronic portion of your filing, however, in order for the PUC to be able to process your filing, you must submit this tracking number with your paper copies. You may print and include this page or the confirmation email you received. For any questions about the number of copies, please see the following page: <http://www.puc.texas.gov/industry/filings/FilingProceed.aspx> **Central Records: (512) 936-7180**

Tracking Number: WCAPKNZP

Filing Submitted on	1/31/2020 12:40:05 AM
Control Number	50367 COMPLAINT OF CHAD SWAHN AGAINST SHADY OAKS WATER SUPPLY COMPANY, LLC
Filing Party	Shady Oaks Water Supply Co
Filing Type	LETTERS
Description	Response to complaint from Swahn
Documents	HH C Swahn app 2019.pdf HH C Swahn billing info 2019.pdf HH C Swahn Cover Letter PUC response.pdf HH C Swahn disconnect letter.pdf HH C Swahn-Megan Leslie 327 HH.pdf
Addendum Included	No
Submitted By	Sandra Strozier Shady Oaks Water, L.P. PO Box 597 Floresville, TX 78114 8303914406 dsstrozier@gmail.com

Hickory Hill Water Supply Company
PO Box 597
Floresville, TX 78114
(830) 391-4406

Acct
1070
SE960

WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

Please Print:

DATE: April 25 2019

APPLICANT'S NAME: Chad Swahn

CO-APPLICANT'S NAME: _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PO Box 251
Floresville Tx 78114

PHONE NUMBER - Home (210) 5842955 Work () _____

EMAIL ADDRESS: Swahn_chad@yahoo.com

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT 14284727

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

Hickory Hill SUB, Lot 7 327 Hickory Hill Dr

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Membership)

ACREAGE .766 acres

HOUSEHOLD SIZE 3 bedroom

NUMBER IN FAMILY 1

LIVESTOCK & NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT: none

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

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

WHITE BLACK AMERICAN INDIAN HISPANIC ASIAN OR PACIFIC OTHER
OR ALASKAN NATIVE ISLANDER
 MALE FEMALE

Initial cad. 1443700

Acct # 0775
4/25/19 50,005.00
35,00 -

AGREEMENT made this 25 day of April, 2019, between Hickory Hill Water Company Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Chad Swahn, (hereinafter called the Applicant and/or Member).

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater 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 or continued Membership as a transferee 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Farmers Home Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee 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

- 1.) a new water system or
- 2.) expanding the facilities of an existing water 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 Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. 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 as an indication of interest. In addition to any Indication of Interest 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 deemed Membership in the Corporation and the Indication of Interest 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. For the

purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or 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 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, clean-outs, 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 and other undesirable plumbing practices.

The Corporation 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 Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. 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, 1998, at any connection which provides water for human consumption.
- e. 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.

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 his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his 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 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 Member.

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

The Member shall grant to the Corporation, 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 Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

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

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

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

Witnesseth

5/2/19 [Signature]
Approved and Accepted

Applicant/Member [Signature]
5/2/19
Date Approved

SERVICE AGREEMENT

I. PURPOSE. The **HICKORY HILL WATER SUPPLY** is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the **HICKORY HILL WATER SUPPLY** will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. RESTRICTIONS. The following unacceptable 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 air-gap or an appropriate backflow prevention device.
- 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the **HICKORY HILL WATER SUPPLY** (the Water System) and Chad Swahn (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, 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.

CUSTOMER'S SIGNATURE: Chad Swahn

DATE: April-25-19

Texas

COMMERCIAL
DRIVER LICENSE

USA
TX



4d CDL **14284727** 9 Class **AM**
4a Iss **04/17/2019** 4b Exp **06/02/2020**
3 DOB **06/02/1977**
1 **SWAHN**
2 **CHAD RYAN**
8 **3079 HWY 1922**
FLORESVILLE TX 78114-0000
12 Restrictions **NONE** 9a End **NT**
16 Hgt **6'-04"** 15 Sex **M** 18 Eyes **BLU**
5 DD **12319950145137348450**

Chad Swahn

STANLEY W SWAHN
PATRICIA SWAHN
PO BOX 251
FLORESVILLE TX 78114-0251

8775

April 29 2019
Date

7501 614
1485

Pay To The
Order Of

Hickory Hill Water Supply

\$ 135.00

One hundred thirty five & ^{no}/₁₀₀

Dollars



Photo
Safe
Deposit
Mail

Bank of America

ACH RT 111000025

For *Deposit +
Water connection (check)*

Patricia Swahn

⑆ 1 30000 23⑆ 0075220 27666⑆ 8775

WILSON COUNTY APPRAISAL DISTRICT
 PROPERTY 33868 R 01/17/1995
 Legal Description
 HICKORY HILLS SUB, LOT 7 TITLE ABANDONED (MH
 977/701), ACRES 0.766, MH LABEL# TXS0543753

OWNER ID
 126967
 OWNERSHIP
 100.00%

PROPERTY APPRAISAL INFORMATION 2019
 SWAHN CHAD RYAN
 PO BOX 251
 FLORESVILLE, TX 78114

Entities	Values
CAD 100%	IMPROVEMENTS 38,100
ESD#1 100%	LAND MARKET + 18,500
GW 100%	MARKET VALUE = 56,600
HH 100%	PRODUCTIVITY LOSS - 0
SARA 100%	APPRAISED VALUE = 56,600
SL 100%	HS CAP LOSS - 14,383
WEU 100%	ASSESSED VALUE = 42,217

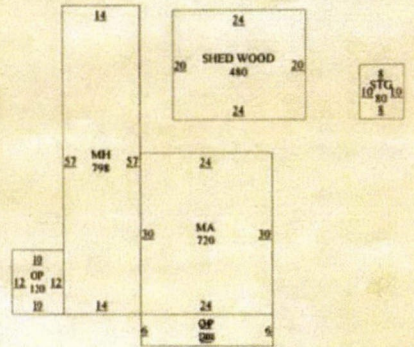
0732-00000-00701 Ref ID2: R33868

ACRES: .7660
 EFF. ACRES:
 APPR VAL METHOD: Cost

SITUS 327 HICKORY HILL DR LA VERNIA, TX 78121

GENERAL		
UTILITIES	LAST APPR.	RRS/RG
TOPOGRAPHY	LAST APPR. YR	2016
ROAD ACCESS	LAST INSP. DATE	08/04/2015
ZONING	NEXT INSP. DATE	
NEXT REASON		

SKETCH for Improvement #1 (MOBILE HOME)



EXEMPTIONS	
HS	HOMESTEAD

PICTURE



REMARKS 8/4/15 RS/RG - ADJ IMP F/16-- 11/2/12
 PH/DT-ADJ IMPs FOR 2013. 12/21/2009 DF-GM
 ADJ IMPs TO SCHD FOR 2010. 06/02/08-CHNG
 MA TO 25% PHYS DEP. 4/08/08 DF. CHG CO TO

BUILDING PERMITS				
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
07/27/2018	*****	WELDON THOMAS ROT / /	
08/26/1998	*****	DYKE DANIEL J & WD / 974 / 206	

SUBD: S0732		NBHD: M1100		175.00%		IMPROVEMENT INFORMATION										IMPROVEMENT FEATURES						
#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FVNC	COMP	ADJ	ADJ VALUE	UnKnown	1	57	0
	MH	MOBILE HOME	M	M23/	798.0	22.50	1	1976			17,960	100%	50%	100%	100%	100%	0.50	8,980				
	MA	MAIN AREA	R	RF1/	720.0	57.10	1	1994	1999	FAIR	41,110	100%	25%	100%	100%	100%	0.25	10,280				
	OP	COVERED PORC	M	2/	144.0	16.66	1	1997			2,400	100%	25%	100%	100%	100%	0.25	600				
	OP	COVERED PORC	R	1/	120.0	14.73	1	0			1,770	100%	60%	100%	100%	100%	0.60	1,060				
	SHED	SHED WOOD (W	R	OP4/	480.0	3.90	1	0			1,870	100%	40%	100%	100%	100%	0.40	750				
	STG	STORAGE BUIL	R	1/	80.0	2.50	1	0			200	100%	50%	100%	100%	100%	0.50	100				
1	MOBILE HOME			STCD: A2	2,342.0					Homesite: Y (100%)	65,310							21,770				

SUBD: S0732		NBHD: M1100		100.00%		LAND INFORMATION					IRR Wells: 0		Capacity: 0		IRR Acres: 0		Oil Wells: 0	
L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1	HICKORY HILLS SUB	L1190LT		A2	Y (100%)	LOT	0.7660 AC	18,500.00	18,500	1.00		A	18,500	NO			0.00	0
													18,500					0

Scanned with CamScanner

Hickory Hill Water Supply Company
PO Box 597
Floresville, TX 78114
(830) 391-4406

WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

Please Print: DATE: 04-25-2019
APPLICANT'S NAME: Chad Swahn
CO-APPLICANT'S NAME: Meagan E. Leslie
CURRENT BILLING ADDRESS: 327 Hickory Hill dr FUTURE BILLING ADDRESS: _____
La Vernia TX _____
PHONE NUMBER - Home (830) 246-9630 Work () _____
EMAIL ADDRESS: yrhale@stppindawm77@aol.com
PROOF OF OWNERSHIP PROVIDED BY Chad Swahn
DRIVER'S LICENSE NUMBER OF APPLICANT 21910822
LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)
327 Hickory Hill dr La Vernia TX. Trailer
PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Membership)

ACREAGE .766 HOUSEHOLD SIZE 36
NUMBER IN FAMILY 2 LIVESTOCK & NUMBER 0
SPECIAL SERVICE NEEDS OF APPLICANT: _____

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

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Race/National Origin (Not of Hispanic Origin)
 WHITE BLACK AMERICAN INDIAN HISPANIC ASIAN OR PACIFIC OTHER
OR ALASKAN NATIVE ISLANDER
 MALE X FEMALE

AGREEMENT made this 04 day of 25, 2019, between Hickory Hill Water Company Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Megan Leslie (hereinafter called the Applicant and/or Member).

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater 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 or continued Membership as a transferee 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Farmers Home Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee 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

1.) a new water system or
2.) expanding the facilities of an existing water 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 Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. 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 as an indication of interest. In addition to any Indication of Interest 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 the Indication of Interest 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. For the

purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or 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 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, clean-outs, 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 and other undesirable plumbing practices.

The Corporation 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 Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. 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, 1998, at any connection which provides water for human consumption.
- e. 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.

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 his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his 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 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 Member.

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

The Member shall grant to the Corporation, 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 Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

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

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

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

Witnesseth

Morgan E. Zeser

Applicant/Member

Approved and Accepted

Date Approved

SERVICE AGREEMENT

I. PURPOSE. The **HICKORY HILL WATER SUPPLY** is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the **HICKORY HILL WATER SUPPLY** will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. RESTRICTIONS. The following unacceptable 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 air-gap or an appropriate backflow prevention device.
- 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the **HICKORY HILL WATER SUPPLY** (the Water System) and Morgan E. Reese (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, 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.

CUSTOMER'S SIGNATURE:

Morgan E. Reese

DATE:

04-25-19

WESTERN UNION **WU**

WESTERN UNION CANADA SERVICES INC. 155 DENVER ST. TORONTO, ONT. M5X 1C6 CANADA
Payable at Western Union Bank, Toronto, Ontario, Canada

MONEY ORDER

17-886149395

H-E-B
Services

A 621598 D 043019
T 1719 05
178861493951 L 000612

\$ 80.00

PAY EXACTLY EIGHTY DOLLARS AND NO CENT.

PAY TO THE ORDER OF

Hickory Hill Water Supply

327 Hickory Hill rd. Linn, Mo.

Margaret Smith
PURCHASER'S SIGNATURE

⑆102100400⑆ 40178861493951⑆

17-886149395

H-E-B

Services

ISSUING AGENT

A 621598 D 043019
T 1719 05
178861493951 L 000612

\$ 80.00



PAY EXACTLY EIGHTY DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Hickory Hill Water Supply
327 Hickory Hill Drive Mogam Yeshu

@ 102100400: 40178861493951 @

Western Union Financial Services, Inc. (WUFS) is a member company of Western Union Company, which is a public utility company regulated by the Public Utility Commission of the State of Colorado. WUFS is a subsidiary of Western Union Company and is subject to the same regulatory requirements. WUFS provides financial services to the public, including the issuance of money orders. WUFS is licensed to conduct business in the State of Colorado and other states. WUFS is a member of the American Money Order Association (AMO). WUFS is a member of the International Money Order Association (IMO). WUFS is a member of the National Money Order Association (NMOA). WUFS is a member of the International Money Order Association (IMO). WUFS is a member of the National Money Order Association (NMOA). WUFS is a member of the International Money Order Association (IMO). WUFS is a member of the National Money Order Association (NMOA).

WESTERN UNION
FINANCIAL SERVICES, INC.
178861493951
17-886149395

SHADY OAKS WSC

9/18/2019

PO BOX 597 FLORESVILLE TX 78114 PH: 830-391-4406

1

CUSTOMER HISTORY 07/27/2018 to 09/18/2019

Acct: 1070 Swahn Chad Home:210-584-2955
 PO Box 251 Floresville TX 78114 Current Balance: \$796.09 ACTIVE
 Loc ID: 1070 @ 327 Hickory Hill Dr Lot #7 La Vernia
 Rte: 2 Seq.# 60 Dep:\$100.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/27/2018	CONFH	Added with New Account				25.00		25.00
7/27/2018	METER	new meter Pulled meter fee Added as Other Single Charge				450.00		475.00
8/25/2018	WRH	Read on 08/20/2018 KeyedIn	1,443,700	1,443,700		28.97		503.97
8/25/2018	STAX	Sales Tax				0.29		504.26
9/11/2018	LATE	Late Charge Added as Other Single Charge				5.00		509.26
9/25/2018	WRH	Read on 09/24/2018 KeyedIn	1,443,700	1,443,700		28.97		538.23
9/25/2018	STAX	Sales Tax				0.29		538.52
10/11/2018	LATE	Late Charge Added as Other Single Charge				5.00		543.52
10/25/2018	WRH	Read on 10/20/2018 KeyedIn	1,443,700	1,443,700		28.97		572.49
10/25/2018	STAX	Sales Tax				0.29		572.78
11/11/2018	LATE	Late Charge Added as Other Single Charge				5.00		577.78
11/25/2018	WRH	Read on 11/20/2018 KeyedIn	1,443,700	1,443,700		28.97		606.75
11/25/2018	STAX	Sales Tax				0.29		607.04
12/11/2018	LATE	Late Charge Added as Other Single Charge				5.00		612.04
12/25/2018	WRH	Read on 12/20/2018 KeyedIn	1,443,700	1,443,700		28.97		641.01
12/25/2018	STAX	Sales Tax				0.29		641.30
1/11/2019	LATE	Late Charge Added as Other Single Charge				5.00		646.30
1/25/2019	WRH	Read on 01/20/2019 KeyedIn	1,443,700	1,443,700		28.97		675.27
1/25/2019	STAX	Sales Tax				0.29		675.56
2/11/2019	LATE	Late Charge Added as Other Single Charge				5.00		680.56
2/25/2019	WRH	Read on 02/20/2019 KeyedIn	1,443,700	1,443,700		28.97		709.53
2/25/2019	STAX	Sales Tax				0.29		709.82
3/11/2019	LATE	Late Charge Added as Other Single Charge				5.00		714.82
3/25/2019	WRH	Read on 03/20/2019 KeyedIn	1,443,700	1,443,700		28.97		743.79
3/25/2019	STAX	Sales Tax				0.29		744.08
4/11/2019	LATE	Late Charge Added as Other Single Charge				5.00		749.08
4/25/2019	WRH	Read on 04/20/2019 KeyedIn	1,443,700	1,444,200	500	28.97		778.05
4/25/2019	STAX	Sales Tax				0.29		778.34

SHADY OAKS WSC

9/18/2019

PO BOX 597 FLORESVILLE TX 78114 PH: 830-391-4406

2

CUSTOMER HISTORY 07/27/2018 to 09/18/2019

Acct: 1070 Swahn Chad Home:210-584-2955
 PO Box 251 Floresville TX 78114 Current Balance: \$796.09 ACTIVE
 Loc ID: 1070 @ 327 Hickory Hill Dr Lot #7 La Vernia
 Rte: 2 Seq.# 60 Dep:\$100.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
4/29/2019	DEP	Deposit				100.00		878.34
4/29/2019	WRH	Check 8775 for \$35.00					10.00	868.34
4/29/2019	DEP	Check 8775					100.00	768.34
4/29/2019	CONFH	Check 8775 for \$35.00					25.00	743.34
5/25/2019	WRH	Read on 05/20/2019 KeyedIn	1,444,200	1,449,400	5,200	37.37		780.71
5/25/2019	STAX	Sales Tax				0.37		781.08
6/5/2019	WRH	Check 8790 for \$37.74					18.97	762.11
6/5/2019	STAX	Check 8790 for \$37.74					0.29	761.82
6/5/2019	LATE	Check 8790 for \$37.74					18.48	743.34
6/6/2019	WRH	Money Order 17-929709455 for \$37.37					28.97	714.37
6/6/2019	STAX	Money Order 17-929709455 for \$37.37					0.29	714.08
6/6/2019	LATE	Money Order 17-929709455 for \$37.37					8.11	705.97
6/11/2019	LATE	Added on 6/12/2019				5.00		710.97
6/25/2019	WRH	Read on 06/20/2019 KeyedIn	1,449,400	1,457,400	8,000	42.97		753.94
6/25/2019	STAX	Sales Tax				0.43		754.37
6/29/2019	WRH	Check 8794 for \$43.40					28.97	725.40
6/29/2019	STAX	Check 8794 for \$43.40					0.29	725.11
6/29/2019	LATE	Check 8794 for \$43.40					14.14	710.97
7/11/2019	LATE	Added on 7/11/2019				5.00		715.97
7/25/2019	WRH	Read on 07/20/2019 KeyedIn	1,457,400	1,483,600	26,200	79.37		795.34
7/25/2019	STAX	Sales Tax				0.79		796.13
8/11/2019	LATE	Added on 8/12/2019				5.00		801.13
8/13/2019	METER	Check 8819 for \$80.16					80.16	720.97
8/25/2019	WRH	Read on 08/20/2019 KeyedIn	1,483,600	1,487,500	3,900	34.77		755.74
8/25/2019	STAX	Sales Tax				0.35		756.09
9/11/2019	LATE	Added on 9/11/2019				5.00		761.09
9/16/2019	WorkOrd	255 Cut Off Cut off, past due balance over \$600. Only pays current amount						761.09
9/18/2019	MISC	Miscellaneous Charge Locked meter Added as Other Single Charge				35.00		796.09

SHADY OAKS WSC
PO BOX 597
FLORESVILLE, TX 78114
830-391-4406

Stage 2 Water Restriction/Make checks payable to Shady
Oaks Water/ACH Available <http://watercompaniestx.com>

Chad Swahn
PO Box 251
Floresville TX 78114

Chad Swahn

Billed: 07/25 After 08/10 pay 801.13

YOU OWE 796.13 by 08/10

Acct# 1070
Lot #7 - 327 Hickory Hill Dr

	Balance Past Due:	715.97
WRH Used 26200		79.37
Prev 1457400 Pres 1483600		
Sales Tax		0.79

Billed: 07/25

YOU OWE 796.13 by 08/10

After 08/10 pay 801.13

Past Due Balance must be paid by 27th to
avoid service disconnect.

Acct# 1070

Svc: 06/21 to 07/21 (30 days)

SHADY OAKS WSC
PO BOX 597
FLORESVILLE, TX 78114

SHADY OAKS WSC

Transaction Code Details - 09/25/2019

Code Group: Water

WRH	WRH	Table Type											
	Bill Month(s)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Min:	\$28.97	for up to 1,000.00			GAL.			Max \$999,999,999.					
													00

No Rounding Late Charge Assessible Show on Bill Apply All Over-payments

Usage Source METER

Charge	\$2 00	per	1000.0	up to	999999999.0
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SHADY OAKS WSC
PO BOX 597
FLORESVILLE TX 78114

Phone: 830-391-4406

Date of Notice: 11/14/2019

Account Number: 1070

Route: 2
Sequence: 60

Location ID: 1070

Swahn Chad
PO Box 251
Floresville TX 78114

327 Hickory Hill Dr
Lot #7
La Vernia TX 78121

Total Balance Due:

\$ 825.35

—
NOTICE: Your service is about to be disconnected because you have not paid your bill as of the date of this notice!

To prevent having your service disconnected without further notice, please pay the balance shown above on or before 9/22/2019.

The reconnect penalty of \$25.00 will be added to your current balance if your service is disconnected. This means that you will have to pay \$850.35 to have your service reconnected.

If you have already paid this bill, please disregard this notice.

If you feel that you have received this notice in error, please call : 830-391-4406