



Filing Receipt

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DOCKET NO. 50721

**APPLICATION OF CRYSTAL CLEAR § PUBLIC UTILITY COMMISSION
WATER, INC. FOR AUTHORITY TO §
CHANGE RATES § OF TEXAS**

**CRYSTAL CLEAR WATER, INC.'S RESPONSE TO
ORDER REMANDING TO DOCKET MANAGEMENT
AND MOTION TO ADMIT ADDITIONAL EVIDENCE**

COMES NOW, Crystal Clear Water, Inc. (Crystal Clear), by and through its undersigned attorneys of record, and hereby files its Response to the Order Remanding to Docket Management (Response).

I. BACKGROUND

On April 8, 2020, Crystal Clear, a Class D utility, filed its application to change rates for water service (Application) at the Public Utility Commission of Texas (the Commission). The Application was filed *pro se* by Robert Payne, president of Crystal Clear, to increase rates for the Lakeline Acres and Glenshores water systems (which had not had a rate increase since 1991), and Whispering Ridge and Airport water systems (which had not had a rate increase since 2008). The Commission referred the Application to the State Office of Administrative Hearings (SOAH) on December 30, 2020 because more than ten percent of ratepayers had intervened. On February 9, 2021, Crystal Clear, Commission Staff, and intervenors (the Parties) attended a prehearing conference during which they requested that the matter be abated to allow for settlement discussion. Crystal Clear's attorneys filed their notice of appearance of counsel on March 26, 2021. Mediation was conducted on May 12, 2021 through Zoom videoconferencing and the Parties continued mediation discussions through email until an agreement in principle was reached on May 28, 2021. The SOAH Administrative Law Judge (ALJ) issued Order No. 4 adopting interim rates consistent with the settled rates on August 30, 2021. The Parties filed a

Joint Motion to Admit Evidence and Remand to the Public Utility Commission which included a Unanimous Stipulation and Settlement Agreement. On September 9, 2021, the SOAH ALJ issued an Order remanding the proceeding back to the Commission.

On October 21, 2021, Commission Counsel filed a memorandum requesting evidence to support Crystal Clear's rate case expenses. In response, Crystal Clear filed the Affidavit of David Klein, attorney for Crystal Clear, on November 12, 2021, supporting the reasonableness of Crystal Clear's rate case expenses. Commission Counsel filed a second memorandum on November 12, 2021, requesting evidence regarding the consolidation of water systems, notice to the Office of Public Utility Counsel, and affiliates of Crystal Clear. Crystal Clear notified OPUC of the Application on November 23, 2021 and the Parties, now including OPUC, renewed settlement discussions. The Parties were able to reach an agreement again and filed a Joint Motion to Admit Additional Evidence on March 7, 2022, including a Revised Unanimous Stipulation and Settlement Agreement.

The Commission considered the Application and the Revised Unanimous Stipulation and Settlement Agreement at its Open Meeting on April 21, 2022, where the Commissioners raised concerns about the "black box" settlement. The Commission then filed an Order Remanding to Docket Management citing to general issues about affiliate transactions, notice to customers, and the rate case expense surcharge, and providing a specific list of questions (Order). The Parties met on June 8, 2022, to discuss issues raised by the Order and evidence to support Crystal Clear's response thereto. On June 1, 2022, the ALJ issued Order No. 14 setting a deadline of June 30, 2022, for Crystal Clear to respond to the Order. The ALJ later issued Order No. 15 granting Crystal Clear's motion for extension of time to respond to the Order, establishing a deadline of August 1, 2022. Therefore, this Response is timely filed.

II. RESPONSE

A. QUESTIONS REGARDING AFFILIATES

Question 1. What businesses other than Crystal Clear that were owned or operated by Robert Payne received payments from Crystal Clear during the test year?

During the test year Crystal Clear paid two entities that were owned or operated by Robert Payne: (1) RP AG, LLC and (2) RP Farm Equipment, LLC. RP AG, LLC is the owner of an office building and warehouse at 122 S Avenue D, Clifton, Texas 76634. Crystal Clear shares this office and warehouse with RP AG, LLC and pays rent to RP AG, LLC for its share of the space. Crystal Clear also pays RP AG, LLC for its share of office expenses. RP Farm Equipment, LLC rented equipment such as an excavator or backhoe to Crystal Clear to use for operations and maintenance, including the installation of taps.

Question 2. In what other businesses, if any, does Robert Payne have ownership interest or at least five percent of the voting securities under TWC § 13.002(2)(D)?

According to the Texas Secretary of State (SOS), Robert Payne is listed as the owner and/or director of the following existing entities besides Crystal Clear:

- (1) RP AG, LLC (SOS filing number 802194780)
- (2) RP Farm Equipment, LLC (SOS filing number 802476263)
- (3) RP AG Equipment, LLC (SOS filing number 802449106)
- (4) RP Custom Farming, LLC (SOS filing number 802408061)
- (5) Bosque Car Wash, LLC (SOS filing number 803035616)
- (6) RP Kan Farm, LLC (SOS filing number 803039053)

Attached hereto as **Exhibit A** are the SOS records for the above-listed entities, including their business forms, date of formation, and date changes were made, if any, and officers and

directors. Robert Payne is the sole owner of RP AG, LLC, RP AG Equipment LLC, and RP Farm Equipment, LLC. For clarification, RP AG, LLC was referred to as “Robert Payne Agri-Business” in Crystal Clear’s Response to Staff RFI 2-12. Texas Water Code (TWC) § 13.001(2) defines “affiliate” as follows:

- (A) any person or corporation owning or holding directly or indirectly five percent or more of the voting securities of a utility;
- (B) any person or corporation in any chain of successive ownership of five percent or more of the voting securities of a utility;
- (C) any corporation five percent or more of the voting securities of which is owned or controlled directly or indirectly by a utility;
- (D) any corporation five percent or more of the voting securities of which is owned or controlled directly or indirectly by any person or corporation that owns or controls directly or indirectly five percent or more of the voting securities of any utility or by any person or corporation in any chain of successive ownership of five percent of those utility securities;
- (E) any person who is an officer or director of a utility or of any corporation in any chain of successive ownership of five percent or more of voting securities of a public utility;
- (F) any person or corporation that the utility commission, after notice and hearing, determines actually exercises any substantial influence or control over the policies and actions of a utility or over which a utility exercises such control or that is under common control with a utility, such control being the possession directly or indirectly of the power to direct or cause the direction of the management and policies of another, whether that power is established through ownership or voting of securities or by any other direct or indirect means; or
- (G) any person or corporation that the utility commission, after notice and hearing, determines is exercising substantial influence over the policies and actions of the utility in conjunction with one or more persons or corporations with which they are related by ownership or blood relationship, or by action in concert, that together they are affiliated within the meaning of this section, even though no one of them alone is so affiliated.

Robert Payne holds 100% ownership of Crystal Clear and is the only director, as stated on the cover page of the Application and reflected in the SOS records in **Exhibit A**. There are

no other persons or entities that own or exercise control over Crystal Clear.

Crystal Clear has only had transactions with RP AG, LLC (office rent and expenses) and RP Farm Equipment, LLC (equipment rental). These costs for office rent, office expenses, and equipment rental were included in the rate base calculations. TWC § 185(e) states:

Payment to affiliated interests for costs of any services, or any property, right or thing, or for interest expense may not be allowed either as capital cost or as expense except to the extent that the regulatory authority finds that payment to be reasonable and necessary. A finding of reasonableness and necessity must include specific statements setting forth the cost to the affiliate of each item or class of items in question and a finding that the price to the utility is no higher than prices charged by the supplying affiliate to its other affiliates or divisions for the same item or items, or to unaffiliated persons or corporations.

Payments to RP AG, LLC for rent and office expenses are necessary because Crystal Clear needs to rent space for administrative operations and storage of materials. Further, it would be unreasonable for RP AG, LLC to provide such space to Crystal Clear and incur office expenses for free. RP AG, LLC charges Crystal Clear \$500.00 for rent, for Crystal Clear's use of a 650-square foot office space and 3,240-square foot warehouse. Crystal Clear estimates that its operations take up approximately 75% of the office space (469 square feet) and 34% of the warehouse (1,200 square feet). \$500 for rent is a reasonable amount in comparison to similar properties in the area. Attached hereto as **Exhibit B** is an estimate for Office and Warehouse Lease Rates by Bosque County Properties, LP. The estimate concludes that a property owner could expect to lease an office and warehouse space for \$1.20 to \$1.90 per square foot in downtown Clifton, Texas. Applying the lowest rate, the cost to rent a total of 1,669 square feet of office and warehouse space would be \$2,002.80 in a similar location.

RP AG, LLC also charges Crystal Clear fifty percent (50%) of the office expenses (i.e. electricity, water, sewer, garbage disposal, gas, internet, and office phone) based upon Crystal Clear's approximate use of the space. Crystal Clear is charged a lower amount for cell phone

expenses because it only accounts for 10-20% of the usage. RP AG, LLC does not rent or share this office space with any other entity so Crystal Clear is unable to show that the prices are no higher than the prices charged to other customers of RP AG, LLC.

Payments to RP Farm Equipment, LLC are necessary and reasonable because it is more efficient for Crystal Clear to rent equipment from RP Farm Equipment, LLC, and RP Farm Equipment, LLC charges a reasonable rate for the rentals. Attached hereto as **Exhibit C** is a quote for equipment rentals from United Rentals which shows that RP Farm Equipment, LLC's rates are reasonable in comparison to other providers in the area. RP Farm Equipment, LLC does not rent equipment to any other entity so Crystal Clear is unable to show that the prices are no higher than the prices charged to other customers of RP Farm Equipment, LLC.

Question 3. Is any part of the alleged loan from Robert Payne to Crystal Clear included in the proposed rates? In the agreed rates?

Attached hereto as **Exhibit D** are the prior promissory notes executed in 2005 and 2018 that were replaced by the 2019 promissory note. None of the loan should be characterized as capital contribution. Between July 2019 to January 2020, the amount owed increased from \$513,250.82 to \$535,294.42 based upon interest for 6 months and a loan for the Whispering Ridge Storage Tank (which cost \$22,407 and was paid for using cash and debt). Attached hereto as **Exhibit E** is a list of capital investments and the amount financed by the loan showing that loan is just, reasonable, and necessary for utility operations. The loan was originally made in 2005 to finance public water system facilities, materials for operations and maintenance, costs of engineering, and the acquisition of another water system.

Crystal Clear did not seek a loan from anyone other than Mr. Payne. However, the loan's 6% interest rate is nonetheless just and reasonable. In Docket No. 50944, the Commission

approved a 6.17% cost of debt for a fixed rate term loan for a utility with a capital structure of 45% debt and 55% equity, similar to Crystal Clear's 50% debt and 50% equity structure in its Application.¹ Unfortunately, Crystal Clear has not had the funds to make payments on the loan since 2020, but Crystal Clear will ensure that such debts will be recorded under long term liabilities in its accounts. To be clear, Robert Payne has never collected on the loan at the higher 18% interest rate permitted by the loan's escalation clause. .

It was reasonable for Crystal Clear to increase the loan amount in order to acquire Lakeline Acres. The previous owner of Lakeline Acres no longer wanted to operate the system and Crystal Clear anticipated that the additional revenue from the 120 connections in Lakeline Acres would help fund Crystal Clear's operations.

Since the test year, Crystal Clear has used the loaned funds to address the Texas Commission on Environmental Quality's recommended improvements. Specifically, in 2020 Crystal Clear used the loaned funds to pull the well pump in Lakeline Acres, as shown in **Exhibit E**.

Lastly, Crystal Clear is working on amending its promissory note to further assure the Commission and its ratepayers of the reasonableness of its loan.

Question 4. What costs for which Crystal Clear is seeking recovery through rates in this proceeding are allocated between Crystal Clear and Robert Payne's other businesses or his personal use? For example, electricity, water, sewer sanitation, gas, phone, internet, cell phone?

RP AG, LLC charges Crystal Clear 50% of office expenses based upon its approximate use of the office. However, Crystal Clear is charged a lower amount for cell phone expenses

¹ See PUB. UTIL. COMM'N OF TEXAS, Rate of Return Report—Texas as of July 1, 2022, https://www.puc.texas.gov/industry/water/reports/rates/ROR_Report.pdf.

because it only accounts for 10-20% of the usage. No other costs are calculated based upon allocation.

Question 5. With respect to any payments subject to the requirements of TWC § 13.185(e) and included in the agreed rates, what evidence supports the findings and conclusions necessary for the Commission to comply with TWC § 13.185(e)?

As provided in **Exhibits B and C**, the charges for office rental, office expenses, and equipment rentals by RP AG, LLC and RP Farm Equipment, LLC are comparable to other properties and equipment rentals in the area. RP AG, LLC does not rent the office or warehouse space to any other entity, so Crystal Clear is unable to show that the prices are no higher than the prices charged to other tenants. RP Farm Equipment, LLC also does not rent equipment to other entities, so Crystal Clear is unable to show that the prices are no higher than the prices charged to other customers.

Question 6. What prospective safeguards, reporting, or accounting practices should the Commission require to ensure that affiliate costs are accounted for correctly in the future?

Crystal Clear will submit Annual Reports to the Commission as required by 16 Texas Administrative Code § 24.129.

B. QUESTIONS REGARDING NOTICE

Question 7. Did Crystal Clear provide notice to customers of all changes in fees, new fees, and the proposed consolidated rates?

On August 19, 2020, Crystal Clear provided customers with notice of the rates proposed in the Application and the following fees: \$2,500 tap fee, \$25 reconnect fee for non-payment fee, \$25 reconnect fee by customer request, 10% late charge, \$25 return check charge, \$50 deposit,

and \$25 meter test fee.² All other fees were carried over from the existing tariffs. During settlement negotiations the proposed rates were lowered and the standard tap fee was reduced to \$1,500. When Crystal Clear provided notice and filed its Application Mr. Payne was not aware that he could list additional fees in the Commission's form notice so Crystal Clear did not propose to amend any fees other than was what listed in the form notice or add fees that were not already included in the tariffs.

C. QUESTIONS REGARDING RATE CASE EXPENSES

Question 8. If an agreement between the parties or a proposal for decision provides for rate-case expenses through a date certain, will any remaining amount incurred after that date be disallowed or deferred to a future proceeding?

In the Unanimous Stipulation and Settlement Agreement, executed August 30, 2021, the Parties agreed that Crystal Clear could recover rate case expenses up to \$28,000 through a surcharge over a period of 12 months. However, on November 15, 2021, Commission Counsel filed a Memorandum regarding Crystal Clear's lack of notice to OPUC which renewed negotiations on this matter. After providing notice to OPUC and further negotiations, the Parties agreed in the Revised Unanimous Stipulation and Settlement Agreement, executed March 7, 2022, that Crystal Clear could recover \$28,000 in rate case expenses up to November 23, 2021 (the date OPUC was given notice), through a surcharge over a period of 15 months. By June 30, 2021, Crystal Clear's rate case expenses had already exceeded \$28,000.³ Therefore, in a show of good faith and in an effort to settle this Docket and prevent further rate case expenses, Crystal Clear agreed to limit its recoverable rate case expenses to \$28,000 up to the date OPUC was

² See, Crystal Clear Water, Inc. Revised Water Rate Increase with Attachments (Aug. 19, 2020); *see also*, Order No. 8 (Sept. 4, 2020).

³ See *Crystal Clear Water, Inc. 's Response to the October 28, 2021 Commission Counsel Memorandum and Motion to Admit Evidence* at 10 (November 11, 2021). By October 29, 2021, Crystal Clear's total rate case expenses were \$49,061.20.

given notice. However, the Parties' terms of settlement were called into question at the April 21, 2022, Commission Open Meeting and Crystal Clear has incurred significant rate case expenses since such date. In light of the Commission's repeated denial of the Parties' settlement efforts and additional requests to Crystal Clear, Crystal Clear hereby clarifies that (1) it would agree to limit recovery of rate case expenses incurred until April 20, 2022, to \$28,000, and (2) it seeks to recover all reasonable rate case expenses for this Docket No. 50721 incurred on and after April 21, 2022; such rate case expenses would be recovered through a surcharge over a period of 15 months. Crystal Clear will provide additional documentation to support rate case expenses incurred on and after April 21, 2022.

Question 9. What is the monthly rate per connection for the rate-case-expense surcharge?

According to the terms of the Revised Unanimous Stipulation and Settlement Agreement, for just the rate cases incurred up to November 23, 2021, not to exceed \$28,000, the monthly rate per connection for the rate case expense surcharge would be \$8.12 per connection per month for 15 months.⁴ If Crystal Clear is authorized to collect rate case expenses incurred after April 21, 2022, this surcharge per connection would increase accordingly.

Question 10. What is the associated tariff language for the rate-case-expense surcharge?

The Agreed Proposed Tariff included in the Parties' Joint Motion to Admit Additional Evidence filed on March 7, 2022, inadvertently omitted language for the rate case surcharge. Attached hereto as **Exhibit F** is a Proposed Tariff which adds the rate case surcharge language to the Agreed Proposed Tariff, but leaves the surcharge per connection to be determined.

⁴ \$28,000 recoverable rate case expenses divided by 230 active connections over a 15 month period.

III. CONCLUSION AND PRAYER

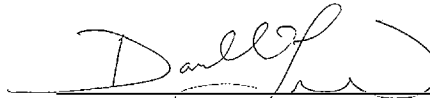
For these reasons, Crystal Clear respectfully requests that the Commission approve the Revised Unanimous Settlement Agreement; authorize it to recover rate case expenses incurred on or after April 21, 2022; admit Exhibits A-F into evidence; and grant all other and further relief to which Crystal Clear may be entitled.

Respectfully submitted,

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

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**ATTORNEYS FOR CRYSTAL CLEAR
WATER, INC.**

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on August 1, 2022, in accordance with the Order Suspending Rules, issued in Project No. 50664.


Danielle Lam

Exhibit A

GLOBAL PERSON SEARCH

This search was performed with the following search parameter:

PERSON NAME : Robert Payne (Clifton)

Mark	<u>Filing</u> <u>Number</u>	<u>Person</u>	<u>Title</u>	<u>Entity Name</u>	<u>Entity Type</u>	<u>Entity Status</u>
<input type="radio"/>	<u>152991400</u>	ROBERT PAYNE	PRESIDENT	CRYSTAL CLEAR WATER, INC.	Domestic For-Profit Corporation	In existence
<input type="radio"/>	<u>152991400</u>	ROBERT PAYNE	DIRECTOR	CRYSTAL CLEAR WATER, INC.	Domestic For-Profit Corporation	In existence
<input type="radio"/>	<u>152991400</u>	ROBERT PAYNE	DIRECTOR	CRYSTAL CLEAR WATER, INC.	Domestic For-Profit Corporation	In existence
<input type="radio"/>	<u>800962105</u>	ROBERT PAYNE	DIRECTOR	R P A Trucking, Inc.	Domestic For-Profit Corporation	Voluntarily dissolved
<input type="radio"/>	<u>802194780</u>	ROBERT PAYNE	DIRECTOR	RP AG, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802408061</u>	ROBERT PAYNE	DIRECTOR	RP CUSTOM FARMING, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802408061</u>	ROBERT PAYNE	Registered Agent	RP CUSTOM FARMING, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802449106</u>	ROBERT PAYNE	DIRECTOR	RP AG EQUIPMENT, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802476263</u>	ROBERT PAYNE	OWNER	RP FARM EQUIPMENT, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802476263</u>	ROBERT PAYNE	DIRECTOR	RP FARM EQUIPMENT, LLC	Domestic Limited Liability Company (LLC)	In existence

Records 1 to 10 of 21 scroll

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GLOBAL PERSON SEARCH

This search was performed with the following search parameter:

PERSON NAME : Robert Payne (Clifton)

Mark	<u>Filing</u> Number	<u>Person</u>	<u>Title</u>	<u>Entity Name</u>	<u>Entity Type</u>	<u>Entity Status</u>
<input type="radio"/>	<u>803035616</u>	ROBERT PAYNE	OWNER	Bosque Car Wash, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>803039053</u>	ROBERT PAYNE	OWNER	RP Kan Farm, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>11184201</u>	Robert Payne	Secretary	BOSQUE COUNTY FARM BUREAU	Domestic Nonprofit Corporation	In existence
<input type="radio"/>	<u>11184201</u>	Robert Payne	Treasurer	BOSQUE COUNTY FARM BUREAU	Domestic Nonprofit Corporation	In existence
<input type="radio"/>	<u>152991400</u>	Robert Payne	Registered Agent	CRYSTAL CLEAR WATER, INC.	Domestic For-Profit Corporation	In existence
<input type="radio"/>	<u>800962105</u>	Robert Payne	Registered Agent	R P A Trucking, Inc.	Domestic For-Profit Corporation	Voluntarily dissolved
<input type="radio"/>	<u>802194780</u>	Robert Payne	Registered Agent	RP AG, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802449106</u>	Robert Payne	Registered Agent	RP AG EQUIPMENT, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>802476263</u>	Robert Payne	Registered Agent	RP FARM EQUIPMENT, LLC	Domestic Limited Liability Company (LLC)	In existence
<input type="radio"/>	<u>803035616</u>	Robert Payne	Registered Agent	Bosque Car Wash, LLC	Domestic Limited Liability Company (LLC)	In existence

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GLOBAL PERSON SEARCH

This search was performed with the following search parameter:
PERSON NAME : Robert Payne (Clifton)

<u>Mark</u>	<u>Filing Number</u>	<u>Person</u>	<u>Title</u>	<u>Entity Name</u>	<u>Entity Type</u>	<u>Entity Status</u>
<input type="radio"/>	<u>803039053</u>	Robert Payne	Registered Agent	RP Kan Farm, LLC	Domestic Limited Liability Company (LLC)	In existence
Records 21 to 21 of 21 scroll << Previous OR proceed to page <input type="text"/> of 3 pages GO						
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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802194780

Original Date of Filing:

April 7, 2015

Formation Date:

N/A

Tax ID:

32056939468

Duration:

Perpetual

Name:

RP AG, LLC

Address:

122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:

Domestic Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name Robert Payne		Address 122 South Ave. D Clifton, TX 76634 USA			Inactive Date	







Order

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Instructions:
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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802194780
Original Date of Filing: April 7, 2015
Formation Date: N/A
Tax ID: 32056939468
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP AG, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	600966120002	Certificate of Formation	April 7, 2015	April 7, 2015	No	2	
	756834780001	Public Information Report (PIR)	December 31, 2016	August 15, 2017	No	1	
	785454880001	Public Information Report (PIR)	December 31, 2017	December 31, 2017	No	1	
	891706890001	Public Information Report (PIR)	December 31, 2018	May 22, 2019	No	1	
	906024790001	Public Information Report (PIR)	December 31, 2019	August 11, 2019	No	1	
	1106640870001	Public Information Report (PIR)	December 31, 2021	December 29, 2021	No	1	

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802194780

Original Date of Filing:

April 7, 2015

Formation Date:

N/A

Tax ID:

32056939468

Duration:

Perpetual

Name:

RP AG, LLC

Address:

122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:

Domestic Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status		Name Type	Name Inactive Date	Consent Filing #
RP AG, LLC		In use		Legal		0

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802194780

Original Date of Filing:

April 7, 2015

Formation Date:

N/A

Tax ID:

32056939468

Duration:

Perpetual

Name:

RP AG, LLC

Address:

122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:

Domestic Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update	Name		Title			Address
May 22, 2019	JANICE GACKE		MANAGER			122 S AVENUE D CLIFTON, TX 76634 USA
May 22, 2019	ROBERT PAYNE		DIRECTOR			122 S AVENUE D CLIFTON, TX 76634 USA

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802194780	Entity Type:	Domestic Limited Liability Company (LLC)
Original Date of Filing:	April 7, 2015	Entity Status:	In existence
Formation Date:	N/A		
Tax ID:	32056939468	FEIN:	
Duration:	Perpetual		
Name:	RP AG, LLC		
Address:	122 S AVENUE D CLIFTON, TX 76634 USA		

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name		Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
No names exist for this filing.						

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802194780	Entity Type:	Domestic Limited Liability Company (LLC)
Original Date of Filing:	April 7, 2015	Entity Status:	In existence
Formation Date:	N/A		
Tax ID:	32056939468	FEIN:	
Duration:	Perpetual		
Name:	RP AG, LLC		
Address:	122 S AVENUE D CLIFTON, TX 76634 USA		

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

Instructions:

🔍 To place an order for additional information about a filing press the 'Order' button.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802476263

Entity Type:

Domestic Limited Liability Company (LLC)

Original Date of Filing:

May 31, 2016

Entity Status:

In existence

Formation Date:

N/A

FEIN:

Tax ID:

32060709584

Duration:

Perpetual

Name:

RP FARM EQUIPMENT, LLC

Address:

122 S AVENUE D

CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Address			Inactive Date	
Robert Payne		122 S Avenue D Clifton, TX 76634 USA				

Order

Return to Search

Instructions:
🔊 To place an order for additional information about a filing press the 'Order' button.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:802476263

Original Date of Filing:May 31, 2016

Formation Date:N/A

Tax ID:32060709584

Duration:Perpetual






Name:RP FARM EQUIPMENT, LLC

Address:122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:Domestic Limited Liability Company (LLC)

Entity Status:In existence


FEIN:

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	673526610002	Certificate of Formation	May 31, 2016	May 31, 2016	No	3	
	786727860001	Public Information Report (PIR)	December 31, 2017	January 6, 2018	No	1	
	847734390001	Public Information Report (PIR)	December 31, 2018	November 6, 2018	No	1	
	910874080001	Public Information Report (PIR)	December 31, 2019	September 3, 2019	No	1	
	1116374640001	Public Information Report (PIR)	December 31, 2021	January 31, 2022	No	1	

Order

Return to Search

Instructions:

 To place an order for additional information about a filing press the 'Order' button.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802476263

Original Date of Filing:

May 31, 2016

Formation Date:

N/A

Tax ID:

32060709584

Duration:

Perpetual

Name:

RP FARM EQUIPMENT, LLC

Address:

122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:

Domestic Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status		Name Type	Name Inactive Date	Consent Filing #
RP FARM EQUIPMENT, LLC		In use		Legal		0

Order

Return to Search

Instructions:

🔍 To place an order for additional information about a filing press the 'Order' button.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802476263

Original Date of Filing:

May 31, 2016

Formation Date:

N/A

Tax ID:

32060709584

Duration:

Perpetual

Name:

RP FARM EQUIPMENT, LLC

Address:

122 S AVENUE D
CLIFTON, TX 76634 USA

Entity Type:

Domestic Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update	Name		Title			Address
November 6, 2018	JANICE GACKE		MANAGER			122 S AVENUE D CLIFTON, TX 76634 USA
November 6, 2018	ROBERT PAYNE		OWNER			122 S AVENUE D CLIFTON, TX 76634 USA
November 6, 2018	ROBERT PAYNE		DIRECTOR			122 S AVENUE D CLIFTON, TX 76634 USA

Order

Return to Search

Instructions:
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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

802476263

Entity Type:

Domestic Limited Liability Company (LLC)

Original Date of Filing:

May 31, 2016

Entity Status:

In existence

Formation Date:

N/A

FEIN:

Tax ID:

32060709584

Duration:

Perpetual

Name:

RP FARM EQUIPMENT, LLC

Address:

122 S AVENUE D

CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name		Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
No names exist for this filing.						

Order

Return to Search

Instructions:
🔊 To place an order for additional information about a filing press the 'Order' button.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802476263	Entity Type:	Domestic Limited Liability Company (LLC)
Original Date of Filing:	May 31, 2016	Entity Status:	In existence
Formation Date:	N/A		
Tax ID:	32060709584	FEIN:	
Duration:	Perpetual		
Name:	RP FARM EQUIPMENT, LLC		
Address:	122 S AVENUE D CLIFTON, TX 76634 USA		

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

Order

Return to Search

Instructions:
🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Address				Inactive Date
Robert Payne		122 S Avenue D Clifton, TX 76634 USA				

[Order](#)[Return to Search](#)**Instructions:**







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TEXAS SECRETARY of STATE

JOHN B. SCOTT

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
 CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>		<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	667663610002	Certificate of Formation	April 21, 2016	April 21, 2016	No	3	
	786726690001	Public Information Report (PIR)	December 31, 2017	January 6, 2018	No	1	
	891369020001	Public Information Report (PIR)	December 31, 2018	May 21, 2019	No	1	
	905221780001	Public Information Report (PIR)	December 31, 2019	August 6, 2019	No	1	
	1035088890001	Public Information Report (PIR)	December 31, 2020	March 17, 2021	No	1	
	1093316030001	Public Information Report (PIR)	December 31, 2021	November 10, 2021	No	1	

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Instructions:

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status	Name Type	Name Inactive Date	Consent Filing #	
RP AG EQUIPMENT, LLC		In use	Legal		0	

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE

JOHN B. SCOTT

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
 CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update	Name	Title	Address			
May 21, 2019	JANICE GACKE	MANAGER	122 S AVENUE D CLIFTON, TX 76634 USA			
May 21, 2019	ROBERT PAYNE	DIRECTOR	122 S AVENUE D CLIFTON, TX 76634 USA			

Instructions:

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence

FEIN:

Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name			Date of Filing	Expiration Date	Inactive Date	Name Status Counties
No names exist for this filing.						

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802449106
Original Date of Filing: April 21, 2016
Formation Date: N/A
Tax ID: 32060351791
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP AG EQUIPMENT, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802408061
Original Date of Filing: February 29, 2016
Formation Date: N/A
Tax ID: 32059795305
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Address				Inactive Date
ROBERT PAYNE		122 S AVE. D Clifton, TX 76634 USA				

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TEXAS SECRETARY of STATE

JOHN B. SCOTT

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802408061
Original Date of Filing: February 29, 2016
Formation Date: N/A
Tax ID: 32059795305
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
 CLIFTON, TX 76634 USA

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	658856620002	Certificate of Formation	February 29, 2016	February 29, 2016	No	3	
	801029730001	Public Information Report (PIR)	December 31, 2017	March 19, 2018	No	1	
	891335940001	Public Information Report (PIR)	December 31, 2018	May 21, 2019	No	1	
	907216130001	Public Information Report (PIR)	December 31, 2019	August 16, 2019	No	1	
	1041380040001	Public Information Report (PIR)	December 31, 2020	April 8, 2021	No	1	
	1106858870001	Public Information Report (PIR)	December 31, 2021	December 30, 2021	No	1	

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Instructions:

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802408061
Original Date of Filing: February 29, 2016
Formation Date: N/A
Tax ID: 32059795305
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status	Name Type	Name Inactive Date	Consent Filing #	
RP CUSTOM FARMING, LLC		In use	Legal		0	

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- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802408061
Original Date of Filing: February 29, 2016
Formation Date: N/A
Tax ID: 32059795305
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence

FEIN:

Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update	Name		Title			Address
May 21, 2019	JANICE GACKE		MANAGER			122 S AVENUE D CLIFTON, TX 76634 USA
May 21, 2019	ROBERT PAYNE		DIRECTOR			122 S AVENUE D CLIFTON, TX 76634 USA

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802408061
Original Date of Filing: February 29, 2016
Formation Date: N/A
Tax ID: 32059795305
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name			Date of Filing	Expiration Date	Inactive Date	Name Status Counties
No names exist for this filing.						

[Order](#)[Return to Search](#)**Instructions:**

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 802408061
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Tax ID: 32059795305
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP CUSTOM FARMING, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

[Order](#)[Return to Search](#)**Instructions:**

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Address				Inactive Date
Robert Payne		122 S Avenue D Clifton, TX 76634 USA				

[Order](#)[Return to Search](#)**Instructions:**





- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE

JOHN B. SCOTT

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
 CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>		<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	817129360002	Certificate of Formation	June 4, 2018	June 4, 2018	No	3	
	906080980001	Public Information Report (PIR)	December 31, 2019	August 11, 2019	No	1	
	1038033980001	Public Information Report (PIR)	December 31, 2020	March 27, 2021	No	1	
	1129110850001	Public Information Report (PIR)	December 31, 2021	March 14, 2022	No	1	

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Instructions:

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status	Name Type	Name Inactive Date	Consent Filing #	
Bosque Car Wash, LLC		In use	Legal		0	

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update August 11, 2019	Name ROBERT PAYNE	Title OWNER	Address 122 S AVENUE D CLIFTON, TX 76634 USA			

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name			Date of Filing	Expiration Date	Inactive Date	Name Status Counties
No names exist for this filing.						

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803035616
Original Date of Filing: June 4, 2018
Formation Date: N/A
Tax ID: 32067397458
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: Bosque Car Wash, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Address				Inactive Date
Robert Payne		122 S Avenue D Clifton, TX 76634 USA				

[Order](#)[Return to Search](#)**Instructions:**





- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE

JOHN B. SCOTT

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
 CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>		<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	818036490002	Certificate of Formation	June 6, 2018	June 6, 2018	No	3	
	832445600002	Certificate of Correction	August 20, 2018	August 20, 2018	No	3	
	906081970001	Public Information Report (PIR)	December 31, 2019	August 11, 2019	No	1	
	1098521920001	Public Information Report (PIR)	December 31, 2021	December 1, 2021	No	1	

[Order](#)
[Return to Search](#)

Instructions:

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name		Name Status	Name Type	Name Inactive Date	Consent Filing #	
RP Kan Fram, LLC		Prior	Legal	August 20, 2018	0	
RP Kan Farm, LLC		In use	Legal		0	

[Order](#)[Return to Search](#)**Instructions:**

- 🔊 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Last Update August 11, 2019	Name ROBERT PAYNE	Title OWNER	Address 122 S AVENUE D CLIFTON, TX 76634 USA			

[Order](#)[Return to Search](#)**Instructions:**

- 🔍 To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual
Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:
Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Assumed Name			Date of Filing	Expiration Date	Inactive Date	Name Status Counties
No names exist for this filing.						

[Order](#)[Return to Search](#)**Instructions:**

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TEXAS SECRETARY of STATE
JOHN B. SCOTT**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 803039053
Original Date of Filing: June 6, 2018
Formation Date: N/A
Tax ID: 32067423445
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: RP Kan Farm, LLC
Address: 122 S AVENUE D
CLIFTON, TX 76634 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>	<u>INITIAL ADDRESS</u>
Name	Entity Type	Document Description	Filing Date	Entity Filing Number	Jurisdiction	Capacity
There are no documents listed for this entity which match your inquiry.						

[Order](#)[Return to Search](#)**Instructions:**

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Exhibit B



Bosque County Properties, LP

215 West 5th St. Clifton Tx, 76634

254-675-3818

www.BosqueCountyProperties.com



Re: Office and Warehouse lease rates

To whom it may concern,

I have been asked to include some lease rates on office and warehouse properties in downtown Clifton, TX.

- Office tenant pays \$1,700/mo. I estimate this space to be roughly 1,400 SqFt. Therefore, tenant pays approximately \$1.21/ SqFt
- Landscape small office and warehouse. Tenant pays \$1,300/mo. I estimate this space to be 1,000 SqFt. Therefore, tenant pays approximately \$1.30/ SqFt
- Commercial building used as a warehouse. Tenant paid \$1.60/SqFt. I estimate this building to be over 3,000 SqFt.

Considering these rates, and the lack of available properties to lease, it is my opinion that an owner of a property could expect to lease a property for anywhere between \$1.20 and \$1.90 per SqFt. Please let me know if I can be of further assistance.

Weston Gloff

Weston Gloff
Broker Associate
BCP Real Estate
254-253-1995

Exhibit C



BRANCH D55
6935 WOODWAY DR
WACO TX 76712-6147
254-751-9200
254-751-9718 FAX

190952748

Job Site
ROBERT PAYNE AGG
122 S AVENUE D
CLIFTON TX 76634-2229
Office: 254-675-3551 **Job:** 254-675-3551

Customer # : 4840681
Quote Date : 02/22/21
Estimated Out : 02/22/21 10:00 AM
Estimated In : 03/01/21 10:00 AM
UR Job Loc : 122 S AVENUE D, CLIF
UR Job # : 2
Customer Job ID:
P.O. # :
Ordered By : KAYLA KILKREAST
Written By : ADAM MILLS
Salesperson :

ROBERT PAYNE AGG
122 S AVENUE D
CLIFTON TX 76634-2229

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9070035	MINI EXCAVATOR 3000-3999#	291.00	318.00	881.00	2,343.00	881.00
1	2331170	FORKLIFT VARIABLE REACH 6000# 40-49'	517.00	517.00	1,194.00	2,890.00	1,194.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	3.985	EACH	3.99
1	TEXAS DIESEL TAX [TXDSL/MCI]	17.910	EACH	17.91
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	41.500	EACH	41.50
1	DELIVERY CHARGE	231.060	EACH	231.06
1	PICKUP CHARGE	231.060	EACH	231.06

Rental Subtotal: 2,075.00

Sales/Misc Subtotal: 525.52

Agreement Subtotal: 2,600.52

Rental Protection: 311.25

Tax: 238.41

Estimated Total: 3,150.18

COMMENTS/NOTES:

CONTACT: KAYLA KILKREAST

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

ROBERT PAYNE PRICES

DAILY RENTAL FOR MINI-EX: \$300.00
(COMPARED TO UNITED: \$318.00)

PICKUP OR DELIVERY: \$200.00

(COMPARED TO UNITED DELIVERY: \$294.46)
PICKUP: \$231.06

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Exhibit D

Promissory Note

\$247,287.47

Jan. 1, 2005

FOR VALUE RECEIVED, the undersigned, Crystal Clear Water, Inc. promises to pay to the order of Robert Payne, at 122 South Ave. D Clifton, TX 76634 or such other place as the holder may designate in writing to the undersigned, the principal sum of Two Hundred Forty Seven Thousand Two Hundred Eighty Seven Dollars and Forty Seven Cents, \$247,287.47, together with interest thereon from date hereof until paid, at the rate of six per cent (6%) per annum as follows: thirty, (30), consecutive installments of principal and interest in the amount of \$17,965.17 on the 1th of each year commencing Jan.1, 2006. The entire principal amount shall be repaid on January 1, 2035.

Payments shall be applied first to accrued interest and the balance to principal.

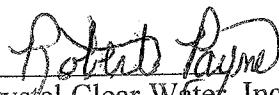
All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty.

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount then due shall accrue interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note, or any portion hereof, Borrower promises to pay such additional sum, as the court may adjudge reasonable, for attorneys' fees in said proceedings.

This note is made and executed under, and is in all respects governed by, the laws of the State of Texas.


Crystal Clear Water, Inc
By: Robert Payne

1-2-2005
Date



CALCULATE PAYMENTS

We're here to help you find a loan that works for you and your needs. Please use our calculator if you'd like to get an idea of your estimated payments.

Loan Details	Payment Frequency	Your Payment
Loan Amount 247,287.47	<input checked="" type="radio"/> BIWEEKLY	\$17,965.17
Interest Rate 6	<input type="radio"/> MONTHLY	
Term 30	<input type="radio"/> QUARTERLY	
	<input type="radio"/> SEMI-ANNUAL	
	<input type="radio"/> ANNUAL	Total Payment Principal: \$ 247,287.47 Interest: \$ 281,667.50 See Payment Schedule

This calculator is based on the rate being fixed to maturity. A loan not on a fixed rate could change at repricing. All loans are subject to credit approval and eligibility requirements.

Payment Number	Payment Amount	Interest Paid	Principal Paid	Principal Remaining
1	17965.17	14837.25	3127.92	244159.55
2	17965.17	14649.57	3315.59	240843.96
3	17965.17	14450.64	3514.53	237329.43
4	17965.17	14239.77	3725.40	233604.03
5	17965.17	14016.24	3948.92	229655.11
6	17965.17	13779.31	4185.86	225469.25
7	17965.17	13528.16	4437.01	221032.24
8	17965.17	13261.93	4703.23	216329.01
9	17965.17	12979.74	4985.42	211343.58

NEXT STEPS



Contact your local office to learn more.

[FIND NEAREST BRANCH](#)

Have a Question? Let us know and we'll get in touch.

[CONTACT US](#)

Inquire about a loan and start the pre-qualification process.

[GET STARTED](#)

FOLLOW US



12501 LAKEFRONT PLACE, LOUISVILLE, KY 40299
1-800-444-FARM
CUSTOMER CONNECT

We're here to help you find a loan that works for you and your needs. Please use our calculator if you'd like to get an idea of your estimated payments.

Payment Number	Payment Amount	Interest Paid	Principal Paid	Principal Remaining
1	17965.17	14837.25	3127.92	244159.55
2	17965.17	14649.57	3315.59	240843.96
3	17965.17	14450.64	3514.53	237329.43
4	17965.17	14239.77	3725.40	233604.03
5	17965.17	14016.24	3948.92	229655.11
6	17965.17	13779.31	4185.86	225469.25
7	17965.17	13528.16	4437.01	221032.24
8	17965.17	13261.93	4703.23	216329.01
9	17965.17	12979.74	4985.42	211343.58
10	17965.17	12680.62	5284.55	206059.03
11	17965.17	12363.54	5601.62	200457.41
12	17965.17	12027.44	5937.72	194519.69
13	17965.17	11671.18	6293.98	188225.70
14	17965.17	11293.54	6671.62	181554.08
15	17965.17	10893.24	7071.92	174482.16
16	17965.17	10468.93	7496.24	166985.92
17	17965.17	10019.16	7946.01	159039.91
18	17965.17	9542.39	8422.77	150617.14

19	17965.17	9037.03	8928.14	141689.01
20	17965.17	8501.34	9463.83	132225.18
21	17965.17	7933.51	10031.65	122193.53
22	17965.17	7331.61	10633.55	111559.97
23	17965.17	6693.60	11271.57	100288.41
24	17965.17	6017.30	11947.86	88340.55
25	17965.17	5300.43	12664.73	75675.81
26	17965.17	4540.55	13424.62	62251.20
27	17965.17	3735.07	14230.09	48021.10
28	17965.17	2881.27	15083.90	32937.20
29	17965.17	1976.23	15988.93	16948.27
30	17965.17	1016.90	16948.27	0.00

NEXT STEPS

Contact your local office to
learn more.

[FIND NEAREST BRANCH](#)

Have a Question? Let us know
and we'll get in touch.

[CONTACT US](#)

Inquire about a loan and start
the pre-qualification process.

[GET STARTED](#)

Promissory Note

THIS PROMISSORY NOTE REPLACES THE ONE DATED JAN. 1, 2005

\$498,349.83

July 1, 2018

FOR VALUE RECEIVED, the undersigned, Crystal Clear Water, Inc. promises to pay to the order of Robert Payne, at 122 South Ave. D Clifton, TX 76634 or such other place as the holder may designate in writing to the undersigned, the principal sum of Four Hundred Ninety Eight Thousand Three Hundred Forty Nine Dollars and Eighty Three cents, \$498,349.83, together with interest thereon from date hereof until paid, at the rate of six per cent 6% per annum as follows: thirty, (30), consecutive installments of principal and interest in the amount of \$36,204.57 on the 1th of each year commencing Jan.1, 2020. The entire principal amount shall be repaid on January 1, 2049.

Payments shall be applied first to accrued interest and the balance to principal.


All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty.

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount then due shall accrue interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note, or any portion hereof, Borrower promises to pay such additional sum, as the court may adjudge reasonable, for attorneys' fees in said proceedings.

This note is made and executed under, and is in all respects governed by, the laws of the State of Texas.


Crystal Clear Water, Inc
By: Robert Payne

7-1-18
Date



MyCalculators.com

Amortization Schedule

\$ 498,349.83 Loan with Annual Payments

6% Interest Rate Compounded Annually

30 Years

<u>Year</u>	<u>Payment</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Remaining Balance</u>
2019	\$ 36,204.57	\$ 6,303.58	\$ 29,900.99	\$ 492,046.25
2020	\$ 36,204.57	\$ 6,681.79	\$ 29,522.78	\$ 485,364.46
2021	\$ 36,204.57	\$ 7,082.70	\$ 29,121.87	\$ 478,281.76
2022	\$ 36,204.57	\$ 7,507.66	\$ 28,696.91	\$ 470,774.10
2023	\$ 36,204.57	\$ 7,958.12	\$ 28,246.45	\$ 462,815.98
2024	\$ 36,204.57	\$ 8,435.61	\$ 27,768.96	\$ 454,380.37
2025	\$ 36,204.57	\$ 8,941.75	\$ 27,262.82	\$ 445,438.62
2026	\$ 36,204.57	\$ 9,478.25	\$ 26,726.32	\$ 435,960.37
2027	\$ 36,204.57	\$ 10,046.95	\$ 26,157.62	\$ 425,913.42
2028	\$ 36,204.57	\$ 10,649.76	\$ 25,554.81	\$ 415,263.66
2029	\$ 36,204.57	\$ 11,288.75	\$ 24,915.82	\$ 403,974.91
2030	\$ 36,204.57	\$ 11,966.08	\$ 24,238.49	\$ 392,008.83
2031	\$ 36,204.57	\$ 12,684.04	\$ 23,520.53	\$ 379,324.79
2032	\$ 36,204.57	\$ 13,445.08	\$ 22,759.49	\$ 365,879.71
2033	\$ 36,204.57	\$ 14,251.79	\$ 21,952.78	\$ 351,627.92
2034	\$ 36,204.57	\$ 15,106.89	\$ 21,097.68	\$ 336,521.03
2035	\$ 36,204.57	\$ 16,013.31	\$ 20,191.26	\$ 320,507.72
2036	\$ 36,204.57	\$ 16,974.11	\$ 19,230.46	\$ 303,533.61
2037	\$ 36,204.57	\$ 17,992.55	\$ 18,212.02	\$ 285,541.06
2038	\$ 36,204.57	\$ 19,072.11	\$ 17,132.46	\$ 266,468.95
2039	\$ 36,204.57	\$ 20,216.43	\$ 15,988.14	\$ 246,252.52
2040	\$ 36,204.57	\$ 21,429.42	\$ 14,775.15	\$ 224,823.10
2041	\$ 36,204.57	\$ 22,715.18	\$ 13,489.39	\$ 202,107.92
2042	\$ 36,204.57	\$ 24,078.09	\$ 12,126.48	\$ 178,029.83
2043	\$ 36,204.57	\$ 25,522.78	\$ 10,681.79	\$ 152,507.05
2044	\$ 36,204.57	\$ 27,054.15	\$ 9,150.42	\$ 125,452.90
2045	\$ 36,204.57	\$ 28,677.40	\$ 7,527.17	\$ 96,775.50
2046	\$ 36,204.57	\$ 30,398.04	\$ 5,806.53	\$ 66,377.46

2047	\$ 36,204.57	\$ 32,221.92	\$ 3,982.65	\$ 34,155.54
2048	\$ 36,204.87	\$ 34,155.54	\$ 2,049.33	\$.0
<hr/>				
<u>Totals</u>	\$ 1,086,137.40	\$ 498,349.83	\$ 587,787.57	

www.MyCalculators.com

Promissory Note

THIS PROMISSORY NOTE REPLACES THE ONE DATED JULY 1, 2018

\$513,250.82

July 1, 2019

FOR VALUE RECEIVED, the undersigned, Crystal Clear Water, Inc. promises to pay to the order of Robert Payne, at 122 South Ave. D Clifton, TX 76634 or such other place as the holder may designate in writing to the undersigned, the principal sum of FIVE HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND EIGHTY TWO CENTS, \$513,250.82, together with interest thereon from date hereof until paid, at the rate of six per cent 6% per annum as follows: twenty, (20), consecutive installments of principal and interest in the amount of \$44,747.55 on the 1th of each year commencing July 1, 2020. The entire principal amount shall be repaid on July 1, 2040.

Payments shall be applied first to accrued interest and the balance to principal.

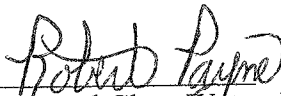
All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty.

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount then due shall accrue interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note, or any portion hereof, Borrower promises to pay such additional sum, as the court may adjudge reasonable, for attorneys' fees in said proceedings.

This note is made and executed under, and is in all respects governed by, the laws of the State of Texas.


Crystal Clear Water, Inc
By: Robert Payne

7-1-19
Date



MyCalculators.com

Amortization Schedule

\$ 513,250.82 Loan with Annual Payments

6% Interest Rate Compounded Annually

20 Years

<u>Year</u>	<u>Payment</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Remaining Balance</u>
2019	\$ 44,747.55	\$ 13,952.50	\$ 30,795.05	\$ 499,298.32
2020	\$ 44,747.55	\$ 14,789.65	\$ 29,957.90	\$ 484,508.67
2021	\$ 44,747.55	\$ 15,677.03	\$ 29,070.52	\$ 468,831.64
2022	\$ 44,747.55	\$ 16,617.65	\$ 28,129.90	\$ 452,213.99
2023	\$ 44,747.55	\$ 17,614.71	\$ 27,132.84	\$ 434,599.28
2024	\$ 44,747.55	\$ 18,671.59	\$ 26,075.96	\$ 415,927.69
2025	\$ 44,747.55	\$ 19,791.89	\$ 24,955.66	\$ 396,135.80
2026	\$ 44,747.55	\$ 20,979.40	\$ 23,768.15	\$ 375,156.40
2027	\$ 44,747.55	\$ 22,238.17	\$ 22,509.38	\$ 352,918.23
2028	\$ 44,747.55	\$ 23,572.46	\$ 21,175.09	\$ 329,345.77
2029	\$ 44,747.55	\$ 24,986.80	\$ 19,760.75	\$ 304,358.97
2030	\$ 44,747.55	\$ 26,486.01	\$ 18,261.54	\$ 277,872.96
2031	\$ 44,747.55	\$ 28,075.17	\$ 16,672.38	\$ 249,797.79
2032	\$ 44,747.55	\$ 29,759.68	\$ 14,987.87	\$ 220,038.11
2033	\$ 44,747.55	\$ 31,545.26	\$ 13,202.29	\$ 188,492.85
2034	\$ 44,747.55	\$ 33,437.98	\$ 11,309.57	\$ 155,054.87
2035	\$ 44,747.55	\$ 35,444.26	\$ 9,303.29	\$ 119,610.61
2036	\$ 44,747.55	\$ 37,570.91	\$ 7,176.64	\$ 82,039.70
2037	\$ 44,747.55	\$ 39,825.17	\$ 4,922.38	\$ 42,214.53
2038	\$ 44,747.40	\$ 42,214.53	\$ 2,532.87	\$.0
<u>Totals</u>	\$ 894,950.85	\$ 513,250.82	\$ 381,700.03	

www.MyCalculators.com

Exhibit E

Crystal Clear Water, Inc
CCN No. 12997 / 11900
Capital Loan Amount

Capital Investment

	Amount	Full Cost
CY 1997		
Well, Storage Tank, Pressure Tank, Lines and Supplies	\$ 61,232.71	
CY 1999		
Electrical, Well House and Pumps	\$ 25,679.19	
CY 2000		
Engineering and Supplies	\$ 4,384.67	
CY 2001		
Engineering, Meters and Lines	\$ 16,002.63	
CY 2002		
Purchase of Aqua Pure Water System	\$ 52,007.07	
CY 2004		
Piping, Supplies and Trenching	\$ 11,171.46	
Final Piping and Trenching	\$ 24,529.26	
CY 2018		
Purchase of Lakeline Water System	\$ 100,000.00	
CY 2019		
Whispering Tank	\$ 10,000.00	\$ 22,407.00
CY 2020		
LL Well Pump	\$ 20,000.00	
<i>Total Capital Investment</i>	<u>\$ 325,006.99</u>	

Exhibit F



WATER UTILITY TARIFF

Docket Number: 50721

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

Crystal Clear Water, Inc.
(Utility Name)

122 S Avenue D
(Business Address)

Clifton, TX 76634
(City, State, Zip Code)

254-675-3551
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity: 12997

This tariff is effective in the following counties:
Bosque

This tariff is effective in the following cities or unincorporated towns (if any):
N/A

This tariff is effective in the following subdivisions or public water systems:
Lakeline Acres (TX0180025); Glenshores (TX0180030); Airport (TX0180032); and Whispering Ridge (TX0180081)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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SECTION 1.0-RATE SCHEDULE	2
SECTION 2.0- SERVICE RULES AND POLICIES	4
SECTION 3.0- EXTENSION POLICY	12
APPENDIX A - DROUGHT CONTINGENCY PLAN	17
APPENDIX B- APPLICATION FOR SERVICE	18

Note: Appendix A – Drought Contingency Plan (DCP) is approved by the Texas Commission on Environmental Quality; however, the DCP is included as part of your approved utility tariff pursuant to PUC rules. If you are establishing a tariff for the first time, please contact the TCEQ to complete and submit a DCP for approval.

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8" or 3/4"	\$ 38.56 (Includes 0 gallons)	3.74 per 1000 gallons, 1 st 5,000 gallons
1"	\$ 96.40	5.61 per 1000 gallons, next 5,000 gallons
1½ "	\$ 192.80	6.95 per 1000 gallons thereafter

FORM OF PAYMENT: The utility will accept the following forms of payment:
 Cash X Check X Money Order X Credit Card Other (specify)
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT
 PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE
 GIVEN FOR CASH PAYMENTS.

RATE CASE EXPENSE SURCHARGE

\$

TO BE COLLECTED PER MONTH, CALCULATED AS FOLLOWS: \$ ÷ 230 CONNECTIONS ÷
 15 MONTHS = \$. CRYSTAL CLEAR WATER, INC. MAY COLLECT THE SURCHARGE FOR 15
 CONSECUTIVE MONTHS.

REGULATORY ASSESSMENT

1.0%

PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL
 MONTHLY BILL AND REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fee

TAP FEE (Standard)

\$ 1,500.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A
 STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER THE UTILITY'S
 UNIQUE COSTS IS PERMITTED.

TAP FEE (Unique Costs)

Actual Cost

UNIQUE COSTS ARE ADDITIONAL COSTS THAT ARE NECESSARY FOR THE UTILITY TO EXTEND
 ITS WATER SYSTEM TO DELIVER WATER TO THE CUSTOMER'S PROPERTY, IF THERE IS NO
 EXISTING WATER LINE ON THE CUSTOMER'S PROPERTY AT THE TIME WATER SERVICE IS
 REQUESTED. FOR EXAMPLE, UNIQUE COSTS COULD INCLUDE, BUT ARE NOT LIMITED TO,
 LABOR, EQUIPMENT, AND MATERIALS COSTS TO EXCAVATE LAND AND INSTALL A NEW
 WATERLINE TO CONNECT THE UTILITY'S EXISTING WATERLINES ON THE CUSTOMER'S LAND
 TO THE METER OR A ROAD BORE.

TAP FEE (Large Meter)

Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS
 LARGER THAN STANDARD 5/8" METERS.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Nonpayment of bill (Maximum \$25.00) \$ 25.00
- b) Customer's request that service be disconnected or other reason listed under Section 2.0 of this tariff \$ 25.00
- c) Seasonal Reconnect Fee: A customer requesting reconnection at the same location and for the same location and for the same type of service, will be assessed a reconnect fee of no less than \$25.00 and no more than \$13.35 per month disconnected, times the number of months disconnected, not to exceed 6 times.

SECTION 1.0 -- RATE SCHEDULE (Continued)

TRANSFER FEE \$ 50.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE 10%
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$ 25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$ 50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT
1/6TH OF ESTIMATED ANNUAL BILL

METER TEST FEE (Actual Cost of testing meter up to) \$ 25.00
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY

METER RELOCATION FEE Actual Cost
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

SECTION 2.0 – SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or commission rules relating to Water and Wastewater Utility regulations, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Fees in addition to the regular tap fee may be charged if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 16 Texas Administrative Code (TAC) § 24.163(d). For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the utility may require the applicant to provide it with permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, Title 30 TAC § 290.46(j). The utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.07 - Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in Title 30 (TAC) § 290.47(f), Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC § 290.47(f), Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.08 - Access to Customer's Premises

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.09 - Meter Requirements, Readings, and Testing

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.10 - Billing

(A) Regular Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve-month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through either the TCEQ or PUC complaint process, depending on the nature of the complaint. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

SECTION 3.0 – EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES: NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certified service area boundaries by the PUC.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certificated service area boundaries by the PUC.

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

SECTION 3.0 – EXTENSION POLICY (Continued)

Unless an exception is granted by the TCEQ, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted by the TCEQ, the utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one-inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director. for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The utility will provide a written service application form to the applicant for each request for service received by the utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

**APPENDIX A – DROUGHT CONTINGENCY PLAN
(Utility Must Attach TCEQ-Approved Plan)**

**APPENDIX B – APPLICATION FOR SERVICE
(Utility Must Attach Blank Copy)**



WATER UTILITY TARIFF

Docket Number: 50721

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

Crystal Clear Water, Inc.
(Utility Name)

122 S Avenue D
(Business Address)

Clifton, TX 76634
(City, State, Zip Code)

254-675-3551
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity: 12997

This tariff is effective in the following counties:
Bosque

This tariff is effective in the following cities or unincorporated towns (if any):
N/A

This tariff is effective in the following subdivisions or public water systems:
Lakeline Acres (TX0180025); Glenshores (TX0180030); Airport (TX0180032); and Whispering Ridge (TX0180081)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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APPENDIX B- APPLICATION FOR SERVICE	18

Note: Appendix A – Drought Contingency Plan (DCP) is approved by the Texas Commission on Environmental Quality; however, the DCP is included as part of your approved utility tariff pursuant to PUC rules. If you are establishing a tariff for the first time, please contact the TCEQ to complete and submit a DCP for approval.

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8" or 3/4"	\$ 38.56 (Includes 0 gallons)	3.74 per 1000 gallons, 1 st 5,000 gallons
1"	\$ 96.40	5.61 per 1000 gallons, next 5,000 gallons
1½ "	\$ 192.80	6.95 per 1000 gallons thereafter

FORM OF PAYMENT: The utility will accept the following forms of payment:
 Cash X Check X Money Order X Credit Card Other (specify)
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT
 PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE
 GIVEN FOR CASH PAYMENTS.

RATE CASE EXPENSE SURCHARGE

\$

TO BE COLLECTED PER MONTH, CALCULATED AS FOLLOWS: \$ ÷ 230 CONNECTIONS ÷
 15 MONTHS = \$. CRYSTAL CLEAR WATER, INC. MAY COLLECT THE SURCHARGE FOR 15
 CONSECUTIVE MONTHS.

REGULATORY ASSESSMENT

1.0%

PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL
 MONTHLY BILL AND REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fee

TAP FEE (Standard)

\$ 1,500.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A
 STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER THE UTILITY'S
 UNIQUE COSTS IS PERMITTED.

TAP FEE (Unique Costs)

Actual Cost

UNIQUE COSTS ARE ADDITIONAL COSTS THAT ARE NECESSARY FOR THE UTILITY TO EXTEND
 ITS WATER SYSTEM TO DELIVER WATER TO THE CUSTOMER'S PROPERTY, IF THERE IS NO
 EXISTING WATER LINE ON THE CUSTOMER'S PROPERTY AT THE TIME WATER SERVICE IS
 REQUESTED. FOR EXAMPLE, UNIQUE COSTS COULD INCLUDE, BUT ARE NOT LIMITED TO,
 LABOR, EQUIPMENT, AND MATERIALS COSTS TO EXCAVATE LAND AND INSTALL A NEW
 WATERLINE TO CONNECT THE UTILITY'S EXISTING WATERLINES ON THE CUSTOMER'S LAND
 TO THE METER OR A ROAD BORE.

TAP FEE (Large Meter)

Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS
 LARGER THAN STANDARD 5/8" METERS.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Nonpayment of bill (Maximum \$25.00) \$ 25.00
- b) Customer's request that service be disconnected or other reason listed under Section 2.0 of this tariff \$ 25.00
- c) Seasonal Reconnect Fee: A customer requesting reconnection at the same location and for the same location and for the same type of service, will be assessed a reconnect fee of no less than \$25.00 and no more than \$13.35 per month disconnected, times the number of months disconnected, not to exceed 6 times.

SECTION 1.0 -- RATE SCHEDULE (Continued)

TRANSFER FEE \$ 50.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE 10%
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$ 25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$ 50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT
1/6TH OF ESTIMATED ANNUAL BILL

METER TEST FEE (Actual Cost of testing meter up to) \$ 25.00
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY

METER RELOCATION FEE Actual Cost
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

SECTION 2.0 – SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or commission rules relating to Water and Wastewater Utility regulations, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Fees in addition to the regular tap fee may be charged if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 16 Texas Administrative Code (TAC) § 24.163(d). For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the utility may require the applicant to provide it with permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, Title 30 TAC § 290.46(j). The utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.07 - Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in Title 30 (TAC) § 290.47(f), Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC § 290.47(f), Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.08 - Access to Customer's Premises

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.09 - Meter Requirements, Readings, and Testing

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.10 - Billing

(A) Regular Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve-month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through either the TCEQ or PUC complaint process, depending on the nature of the complaint. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

SECTION 3.0 – EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES: NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certified service area boundaries by the PUC.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certificated service area boundaries by the PUC.

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

SECTION 3.0 – EXTENSION POLICY (Continued)

Unless an exception is granted by the TCEQ, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted by the TCEQ, the utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one-inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director. for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The utility will provide a written service application form to the applicant for each request for service received by the utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

**APPENDIX A – DROUGHT CONTINGENCY PLAN
(Utility Must Attach TCEQ-Approved Plan)**

**DROUGHT CONTINGENCY PLAN
FOR THE**

Crystal Clear Water Inc. – Whispering Ridge / Airport / Lake Line & Glenshores

**122 S Avenue D
Clifton, TX 76634
254-675-3551**

**12997
(CCN#s)**

**0180081 / 0180032 / 0180025 / 0180030
(PWS#’s)**

September 20,2018


Section 1 Declaration of Policy, Purpose and Intent

In case of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Please note: Water restriction is not a legitimate alternative if water system does not meet the Texas Natural Resource Conservation Commission’s (TNRCC) capacity requirements under normal conditions **or** if the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

I Robert Payne, being the responsible official for Crystal Clear Water, Inc. request inclusion of the attached Drought Contingency Plan in the utilities approved tariff.


(Signature)


(Date)

Section 2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by: *bill insert inviting comment.*

Section 3 Public Education

The Crystal Clear Water Inc. will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by : X utility bill inserts

Section 4 Coordination with Regional Water Planning Groups

The service area of the Crystal Clear Water Inc. is located within the Brazos Regional Water Planning Group (RWPG), Region G. Crystal Clear Water Inc. has mailed a copy of the Plan to the RWPG.

Section 5 Notice of Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program.** Mailed notice must be given to each customer 72 hours prior to start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

1. the date restrictions will begin,
2. the circumstances that triggered the restrictions,
3. the stages of response and explanation of the restrictions to be implemented, and,
4. an explanation of the consequences for violations.

The utility must notify the TNRCC by telephone at (512) 239-6020, or electronic mail at watermon@tnrcc.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC – 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days if implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TNRCC at the initiation and termination of mandatory water use restrictions (i.e. Stages III and IV).

Section 6 Violations

1. First violation – The customer will be notified by written notice of their specific violation.
2. Subsequent violations:
 - a. After written notice, the utility may install a flow restriction device in the line to limit the amount of water which will pass through the meter in a 24 hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
 - b. After written notice, the utility may discontinue service at the meter for a Period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

Section 7 Exemptions or Variances

The utility may grant any customers an exemption or variance from the drought contingency plan for good cause **upon written request**. A customer who is refused an exemption or variance may appeal such action in writing to the Texas Natural Resource Conservation Commission. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violations of the Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or sever condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I – CUSTOMER AWARENESS

Stage 1 will begin:

Every April 1st, the utility will mail a public announcement to its customers. No notice to TNRCC required.

Stage 1 will end:

Every September 30th, the utility will mail a public announcement to its customers.

No notice to TNRCC required.

Utility Measures: This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TNRCC.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

STAGE II – VOLUNTARY WATER CONSERVATION:

GOAL: Reduce total water use by 5%

The water utility will implement Stage 2 when any of the selected triggers is reached:

Demand or Capacity Based Triggers

Total daily demand as exceeds 85% of storage capacity

Upon initiation and termination of Stage 2, the utility will mail a public announcement to its customers. No notice to TNRCC required.

Requirements for termination

Stage 2 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 comes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow up on any that have unusually high usage.

Voluntary Water Use Restrictions:

1. Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 PM and 5:00 AM for example; OR
2. Restricted Days/Hours: Water customers are requested to voluntarily limit The irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for customers with a street address ending with 4,5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of hand held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
3. Other uses that waste water such as water running down the gutter.

STAGE III – MANDATORY WATER USE RESTRICTIONS:

GOAL: Reduce total water use by 10%

The water utility will implement Stage 3 when any one of the selected triggers is reached:

Demand or Capacity Based Triggers

Total daily demand exceeds 95% of storage capacity

Upon initiation and termination of Stage 3, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirements for termination

Stage 3 of the Plan may end when all the conditions listed as triggering Events have ceased to exist for a period of three (3) consecutive days.

Upon termination of Stage 3, Stage 2 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is Prohibited except for dead end mains.

Mandatory Water Use Restrictions: The following water use restrictions shall Apply to all customers.

1. Irrigation of landscaped areas with hose end sprinklers or automatic irrigation systems **shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, r 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6 , and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand held bucket or a hand held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming Pools, wading pools or “jacuzzi” type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.

6. Use of water for the irrigation of golf courses, parks, and green belt areas is prohibited except by hand held hose and only on designated watering days between the hours of 12 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
7. The following uses of water are defined as non-essential and are prohibited:
 - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas,
 - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. use of water for dust control;
 - d. flushing gutters or permitting water to run or accumulate in in any gutter or street;
 - e. failure to repair a controllable leak(s); and
 - f. any waste water.

STAGE IV – CRITICAL WATER USE RESTRICTIONS:

GOAL: Reduce total water usage by 20 %

The water utility will implement Stage 4 when any of the selected triggers is reached:

Demand or Capacity Based Triggers

1. **Total daily demand exceeds 95% of storage capacity; or**
2. **Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or**
3. **Natural or man made contamination of the water supply source(s)**

Upon initiation and termination of Stage 4, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirements for termination:

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Operational Measures:

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m.. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

Manadtory Water Use Restrictions: All outdoor use of water is prohibited.

1. Irrigation of landscaped areas is absolutely prohibited
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane
Or other vehicle is absolutely prohibited

Drought Contingency Plan for IOU's- Revised 11-26-04

**APPENDIX B – APPLICATION FOR SERVICE
(Utility Must Attach Blank Copy)**

Crystal Clear Water, Inc

Application for Water Service

This application is for Residential, Multi-Family, and Commercial customers initiating a new water service account (s) or to establish an additional service. Please complete all blanks.

APPLICATIONS WILL NOT BE ACCEPTED IN THE NAME OF LESSEE OR TENANT ON MULTI-FAMILY/MULTI UNIT ACCOUNTS

I. General Information:

Select the account type you wish to establish:

☐ Single Family Residential ☐ Commercial ☐ Multi-Family

If Multi-Family Units, please indicate the number of apartments/units: _____

Today's Date: _____ Date of Deed or Lease: _____ Request Date for Service: _____

Name on Deed or Lease (Account Holder's Name): _____

Service Address: _____ City: _____ State: _____ Zip+4: _____

Day Phone: _____ Evening Phone: _____

Cell Phone: _____

E-mail Address: _____

Driver's License No.: _____ State Issued: _____

Name of Property owner/Landlord: _____

☐ Same as above

Address: _____ City: _____ Zip: _____

Day Phone: _____

E-mail Address: _____

Mailing Address: (If left blank the bill will be mailed to the service address)

Attention: _____ Phone Number: _____

Address: _____ City: _____ State: _____ Zip+4: _____

Please select one under each category of business or property type listed below.

Please note, a recorded deed will be required to establish water service depending on the type of account.

Property/Business Type:

COMMERCIAL

- ☐ One Unit
- ☐ Two Units
- ☐ Three or more
- ☐ Condo/Townhouse
- ☐ Apartments
- ☐ Trailer Park
- ☐ RV Park

MULTI-FAMILY

- ☐ Two Units
- ☐ Three Units
- ☐ Four Units
- ☐ Condo/Townhouse
- ☐ Apartments
- ☐ Trailer
- ☐ Park
- ☐ Not applicable

I understand that Crystal Clear Water, Inc. shall have the right to terminate water service if any of the information provided in this application is determined to be false. In addition, I understand and agree that Crystal Clear Water, Inc., through its authorized employees, shall have access to its equipment at all reasonable times for the purpose of reading meters, inspection, testing, repairing, and/or replacing any equipment which is the property of Crystal Clear Water, Inc. If such equipment is located where an electronic security system is required, Crystal Clear Water, Inc. shall be provided with the security pass code for access to the property. I understand Crystal Clear Water, Inc. has the right to estimate a bill due to inclement weather, when the meter is inaccessible, and/or obstructed. In addition, I understand that I am responsible for all minimum bills regardless of whether the water is used or not. I understand water service may be terminated if the required security deposit and/or monthly bills are unpaid.

By my signature below, I acknowledge that I am the authorized representative and it is my responsibility to establish water service with Crystal Clear Water, Inc. and all information provided in this application is true and correct. I agree to comply with all Customer Account Services' Policies and Ordinances as governed by Crystal Clear Water, Inc.

I am the:

☐ Property Owner

☐ Tenant

Printed Name

Title

Applicant's Signature

Date

Crystal Clear Water Inc. Service Agreement 2021

- I. PURPOSE. Crystal Clear Water Inc. 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 Crystal Clear Water Inc. 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 0.25% 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% 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 Crystal Clear Water Inc. (the Water System) and _____ (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.

PRINTED NAME: _____

CUSTOMER'S SIGNATURE: _____

DATE: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

EMERGENCY CONTACT NUMBER: _____

EMAIL ADDRESS: _____