Required Fees

Applicant is required to pay a Non-Standard Service Investigation Fee of $_____ to the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

_____
Print Applicant/Name of Company

_____
Signature of Authorized Representative

_____
Date

For Corporation Use Only

_____
Date application received

_____
Amount Fees Paid / Date Paid

_____
Signature WSC staff member

SAMPLE
_____ WATER SUPPLY CORPORATION
NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS
COUNTY OF _____

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as "Applicant", and _____ Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain _____ acres of land in _____, County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol. _____, Page _____ of the Plat Records of _____ County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested WSC to provide such water service to the Property through an extension of WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**
   (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
   (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to WSC by the Applicant. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**
   (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

(b) Any easements acquired by the Applicant shall be in a form approved by the WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the Water System Extension.
(c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by WSC's attorney.

3. **Construction of the Water System Extension**
(a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.
(b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to WSC.**
(a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the property of the WSC. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the WSC.
(b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for ____ months following the date of the transfer.

5. **Cost of the Water System Extension.**
(a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
(1) engineering and design;
(2) easement or right -of-way acquisition;
(3) construction;
(4) inspection;
(5) attorneys' fees; and
(6) governmental or regulatory approvals required to lawfully provide service.
(7) Applicant shall indemnify WSC and hold WSC harmless from all of the foregoing costs.
(b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.
(c) If WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, WSC shall reimburse

Applicant for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

6. **Service From the Water System Extension.**
   (a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
      (1) All standard rates, fees and charges as reflected in WSC's approved tariff;
      (2) Any applicable Equity Buy-In fee adopted by WSC;
   (b) It is understood and agreed by the parties that the obligation of WSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
   (c) Unless the prior approval of WSC is obtained, the Applicant shall not:
      (1) construct or install additional water lines or facilities to service areas outside the Property;
      (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
      (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**
   In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

   The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**
Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

_____

_____

_____

Any notice mailed to Applicant shall be addressed:

_____

_____

_____

Either party may change the address for notice to it by giving **written** notice of such change in accordance with the provisions of this paragraph

9. **Breach of Contract and Remedies.**
   (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
   (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
   (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**
It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**
Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**
Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses**.
Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**
The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals**.
This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**
The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. **Severability.**
The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. **Entire Agreement.**
This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. **Amendment.**
No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. **Governing Law.**
This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in _____County, Texas.

22. Venue.
Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in _____ County, Texas.

23. **Successors and Assigns**.
This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. **Assignability.**
The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.

25. **Effective Date.**
This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

_____Water Supply Corporation APPLICANT

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

SECTION J.
MISCELLANEOUS SAMPLE TRANSACTION FORMS

SAMPLE

_____ WSC

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: _____ METER #:_____

ADDRESS: _____ ACCT #: _____

I hereby authorize _____ Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

_____

_____

_____

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

I also understand that as the property owner and member of _____ Water Supply Corporation, I am responsible to ensure that this account balance is kept current, in accordance with the Corporation's Tariff Section E 10 e and E 18. If service has been disconnected, this account shall not be reinstated until all debt on the account has been paid in full.

Signature_____ Date_____

SAMPLE

_____ WSC
CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

IS THERE A CHARGE FOR THIS SERVICE?
Yes. There is a one-time charge of $____.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for $____.00 to:

Utility (WSC, District or City)
Address
City, State Zip

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential. I have enclosed my payment of $____.00 for this service.

_____	_____
Name of Account Holder	*Account Number*
_____	_____
Address	*Area Code/Telephone Number*
_____	_____
City, State, Zip Code	*Signature*

SAMPLE

CUSTOMER NOTICE OF WATER USE RESTRICTIONS _____ WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

TO: Customers of _____ Water Supply Corporation

FROM: _____, Manager, _____ WSC

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on file with the Texas Commission on Environmental Quality, Stage ____ - _____ allocations will begin on _____ and will be in effect no later than _____ or until the situation improves.

Stage ____ allocation restricts your water use as follows:
_____
_____
_____.

The Board has authorized those penalties and measures contained in the Corporation's tariff that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this water use restrictions program please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

Corporation Official _____
Title:_____

SAMPLE

CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF _____ WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, _____ WSC

TO: _____, you are hereby notified that on _____ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the FIRST NOTICE of violation. You are hereby notified of a violation of the Corporation's Notice of Water Use Restrictions sent to all customers on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER USE RESTRICTIONS]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of $_____, to be received in the Corporation's business office no later than _____ __a. m. / p. m., _____ 20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You will be assessed an additional, and more severe, penalty for any future violation(s) of the Corporation's Water Use Restrictions following this Notice. Continued violations may result in disconnection of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of the Corporation's approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. We appreciate your cooperation.

Corporation Official _____

Title:_____

SAMPLE

CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY OF _____ WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, _____ WSC

TO: _____, you are hereby notified that on _____ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the SECOND violation. You were notified of a previous violation on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of _____, to be received in the Corporation's business office no later than _____ __a. m. / p. m., _____ 20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first Notice of Violation. **You will be assessed an additional, and more severe, penalty for any violation(s) of the Corporation's Water Use Restrictions following this Notice.** Continued violations may result in disconnection of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. We appreciate your cooperation.

Corporation Official _____

Title _____

SAMPLE

CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY OF _____ WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, _____ WSC

TO: _____, you are hereby notified that on _____ it was determined that you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on _____ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of _____, to be received in the Corporation's business office no later than _____ __a. m. / p. m., _____20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

In addition, the Corporation may install a flow restricting device, which will limit the amount of water that will flow through your meter. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so _____ previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR A PERIOD OF THREE (3) DAYS FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the _____ Water Supply Corporation and its members.

Corporation Official _____

Title_____

SAMPLE

NOTICE OF DISCONNECTION FOR VIOLATION OF _____ WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, _____ WSC

TO: _____, you are hereby notified that on ____ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

There have been repeated violations. You previously have been notified of violations on _____, _____, and _____. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be disconnected on _____20_____. Your service will not be restored until _____ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full.
Additional violations thereafter will result in additional suspensions of your water service.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.

Corporation Official _____

Title_____

SAMPLE

_____ WSC

NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS

TO A SINGLE TAP

DATE: _____

FROM: _____, Corporation Official, _____ WSC

TO: _____, you are hereby notified that _____ Water Supply Corporation ("Corporation") has sufficient reason to believe a Multiple Connection exists on your property at _____ in violation of the Corporation's tariff, Section E Prohibition of Multiple Connections. Pursuant to the tariff, no more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap.

The Corporation shall discontinue service under the Disconnection with Notice provisions of the Corporation's tariff if the Multiple Connection is not rectified within _____ (days or date).

See 16 Texas Administrative Code (TAC) Section 24.89 (a)(4), and TAC 290.38(15) and 290.44(d)(4).

Corporation Official _____

Title_____

SAMPLE

_____ WSC
DEFERRED PAYMENT AGREEMENT

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay $ _____ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation's authorized representative.

_____
Member

_____
Date

_____
WSC Corporation Official

_____
Title

SAMPLE

_____ WATER SUPPLY CORPORATION
INSTALLMENT AGREEMENT

AN AGREEMENT made this _____ day of _____, 20____, between _____Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service, fees, and charges, as set forth in the Corporation's Tariff, until the _____ (Equity Buy-In Fee, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this _____ day of _____, 20____ at the regular monthly meeting of the Board of Directors of the _____ Water Supply Corporation.

_____ _____

President, _____ WSC Sec/Treasurer, _____ WSC

THE STATE OF TEXAS COUNTY OF _____

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this _____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

_____
Member/Applicant Signature

_____
Notary Signature

Notary Public in and for _____County, Texas.

Commission Expires _____/_____/_____

SAMPLE

_____ WATER SUPPLY CORPORATION
LINE EXTENSION REFUND AGREEMENT

The _____Water Supply Corporation Board affirms that _____ will be compensated as provided in this Refund agreement approved at the regular board meeting on the _____ day of _____, 20____, on a prorated basis for construction costs for the _____ feet of _____ inch line extension which have been paid by _____. This will be collected from all approved applicants requesting service from said line extension, to a maximum of _____ connections for a period not to exceed _____ years from the _____ day of _____ in the year of _____ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to _____. The Corporation shall transfer said compensation within _____ days of receipt.

It is to understand that the Corporation will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or Judicial Determination limiting the amount the Corporation may charge applicants for service from said line extension.

This agreement entered into on the _____ day _____ in the year of _____ by:

_____Water Supply Corporation

_____	_____
Signed by President	Signed by Applicant
_____	_____
address	address
_____	_____
city zip	city zip

_____
Witness

Date filed: _____/_____/_____

THE STATE OF TEXAS, COUNTY OF _____IN WITNESS WHEREOF the said Member/Applicant and President of _____ WSC has executed this instrument this _____ day of _____, 20____. BEFORE ME, the undersigned, a Notary Public in and for _____County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

_____ _____

Notary Public Signature Commission Expires

SAMPLE

_____ WATER SUPPLY CORPORATION
MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the _____ WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The _____ WSC does meet the service requirements of the Public Utility Commission and Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the _____ WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The _____ WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the _____ WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. _____ WSC shall notify the entity so designated in the Deed of Trust*.

Legal Description of Property:

_____

_____

_____
Mortgagee (Lien-Holder)

_____
Guarantor (If Applicable)

_____
WSC Representative

_____
Date

Note: * Please attach Deed of Trust or other proof of ownership for permanent record.

SAMPLE

AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE APPARATUS IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement ("Agreement") is executed by and between _____ Volunteer Fire Department ("Department"), an emergency service organization, and _____ Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Texas Business Organizations Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. _____; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ Water Supply Corporation, domiciled and conducting business in _____ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling

swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____ Water Supply Corporation _____ Volunteer Fire Department

By:_____
Title:_____
Attest:_____
Date:_____

By:_____
Title:_____
Attest:_____
Date:_____

SAMPLE

AGREEMENT TO PROVIDE FIREFLOW IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement ("Agreement") is executed by and between _____ Volunteer Fire Department ("Department"), an emergency service organization, and _____ Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Chapter 67, Texas Water Code, for the purposes and consideration set forth herein.

I. RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Section 78.101(2), Civil Practice & Remedies Code; and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. _____; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Department desires to utilize Corporation's water supply for fire suppression purposes within the area [through the facilities] and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

I. PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ Water Supply Corporation, domiciled and conducting business in _____ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Section 67.0105, Texas Water Code.

II. PROVISION OF FIREFLOW

2.1 Corporation will make available to Department the use of fire hydrants located on water transmission facilities operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Flow Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those fire hydrants installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install fire hydrants that are compatible with Department's fire suppression vehicles and equipment, and Department will review and approve the selection of fire hydrants prior to Corporation's installation.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Corporation will notify Department prior to any interruption in water flow through the transmission facilities (or as soon as Corporation is aware of any interruption due to unforeseen circumstances).

2.6 Department will notify Corporation prior to use of any fire hydrant to the extent Department reasonably is able to do so. Corporation acknowledges that in the event of emergencies, it may not be feasible for Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.

2.8 The duties set forth under this Section II of the Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.9 The Department will supply a monthly water usage to the Corporation for the sole purpose of figuring the Corporation's water loss.

2.10 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

III. COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for fire suppression purposes. Department will be charged for water used for any other purpose.

IV. TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation(s) is express or implied.

V. MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____Water Supply Corporation _____Volunteer Fire Department

By:_____
Title:_____
Attest:_____
Date:_____

By:_____
Title:_____
Attest:_____
Date:_____

SAMPLE

_____ WATER SUPPLY CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay $____.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

_____
Signed by Member

TEST RESULTS

Low Flow (1/4 GPM)	_____%	AWWA Standard 97.0 - 103.0 %
Intermediate (2 GPM)	_____%	AWWA Standard 98.5 - 101.5 %
High Flow (10 GPM)	_____%	AWWA standard 98.5 - 101.5 %

Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by ____ %

Meter tests low; no adjustment due.

Test conducted by _____ Approved

SAMPLE

_____ WATER SUPPLY CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY PAST DUE ACCOUNT

You are hereby given notice as per the Alternate Billing Agreement on your account #_____that your renter/lessee is past due on this account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and utility service is scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of service. A fee of $___.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the member. If you have any questions concerning the status of this account, please do not hesitate to call our office at _____.

Corporation Official_____

Title_____

Alternate Billing Account Name_____

Address_____

Account #_____

Amount Due Including Service Charges _____

Final Due Date _____

SAMPLE

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF _____WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, _____ Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of _____Water Supply Corporation, Certificate of Convenience and Necessity No. _____, in_____ _____County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff] (the "Subdivision Policy") contained in _____ Water Supply Corporation's tariff.

_____Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by _____Water Supply Corporation of the impact a proposed subdivision service extension will make on _____Water Supply Corporation's water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to _____ Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by _____Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

_____ Water Supply Corporation's tariff and a map showing _____ Water Supply Corporation's service area may be reviewed at_____Water Supply Corporation's offices, at [insert address of the water supply corporation/special utility district]; the tariff/policy and service area map also are filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance.

SAMPLE

_____ WSC
NOTICE OF RETURNED CHECK

DATE:_____

Dear_____:

Your check number _____ in the amount of $_____, dated_____20__, has been returned to us by your bank. Please replace the check within ten days from the date of this notice with cash, money order or certified check. Include the charges listed below to avoid disconnection of water/wastewater service at;

_____
Address of Service

_____
Account #

1. Original amount billed - _____
2. Late fees - _____
3. Return check fee _____

Total Due - _____$_____

If you have any questions, please contract WSC Management at _____

_____
Corporation Official

_____
Title

SAMPLE

_____ WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP CANCELLATION

I/Business Name _____, hereby request that my water /and sewer service account number _____ located at_____, be disconnected from _____ Water Supply Corporation service and that my membership fee is be refunded. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water or sewer service will terminate when this signed statement is received by the _____ WSC office. I understand and agree that a fee will be incurred for the processing of this transaction and will be deducted from the membership fee in addition to final water, sewer and service trip charges.

(Residential account)

If applicable, I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

(Commercial account)

I further represent to the Corporation that I am the duly authorized representative of _____ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

_____
Signature

_____
Date of Signature

SAMPLE

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

(Name of Property Owner
Property Owner's Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. _____

Dear _____:

_____ Water Supply Corporation (Corporation) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this letter. A copy of the requested easement is enclosed with this letter.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this letter to be retained in the Corporation's records for future water/sewer service to your property.

If, at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the Corporation will require an easement before water/sewer service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be_____ , as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office: [office address, phone number].

We appreciate your attention to this matter.

Sincerely,

[appropriate signature]

SAMPLE

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse to provide the easement requested by _____ Water Supply Corporation for authority to construct/operate a water/sewer distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the Easement Denial Letter and attached easement sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of _____ Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by _____. I further attest that the Corporation's engineer has provided _____a current estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement with notice that the cost may increase in the future.

_____
[name]

_____
[position with Corporation]

Date: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20__, by _____.

(SEAL)

Notary Public, _____ County, Texas
My Commission Expires: _____.

SAMPLE

RELEASE OF EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF _____ §

_____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("_____ WSC"), is the legal and equitable owner and holder of the easement described and recorded in Volume ____, Page ____ of the _____ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, _____ WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by _____ WSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require _____ WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

_____WATER SUPPLY CORPORATION
a Texas water supply corporation

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said water supply corporation.

[SEAL]

_____
Notary Public, State of Texas

SAMPLE

EXHIBIT "A"

THE PROPERTY

After recording, return to:
(owner's name and address)

30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well. TCEQ Form 20698 (Revised 6/20/17)

Texas Commission on Environmental Quality

Sample
SANITARY CONTROL EASEMENT

DATE: _____, 2____

GRANTOR(S): _____

GRANTOR(S) _____
ADDRESS: _____

GRANTEE: _____

GRANTEE _____
ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.

2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water

wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.

4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume ___, Pages ___ of the Real Property Records of _____ County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150 foot radius of the water well located _feet at a radial of _degrees from the ____ corner of Lot ____, of a Subdivision of Record in Book ____, Page _____of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)
By:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on the day of _____, 20____, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

_____
Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:

_____

Type or Printed Name of Notary

_____

Commission Expires

Recorded in _____Courthouse, _____ Texas on _____20___

SAMPLE

_____ WATER SUPPLY CORPORATION
EQUIPMENT AND LINE DEDICATION AGREEMENT

I, _____(Transferor - Name of person, entity, corp., or other), having complied with the _____ Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements, do hereby dedicate, transfer and assign to the _____ Water Supply Corporation all rights and privileges to and ownership of equipment and or line(s) installed as a condition of service; the equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract dated _____, including any amendments thereto and being further described as follows: (or see Attachments)

_____

_____

_____

The _____ Water Supply Corporation, through its designated representative, has agreed to accept the equipment and or line(s) as described in the above reference documents and attachments. . The Corporation shall hold harmless _____ (name of person, entity etc.) from this day forward, for any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the ____ day of _____ in the year of _____ by:

_____ Water Supply Corporation

_____	_____
Corporation Official Signature	Transferor Signature
_____	_____
Title	Title
_____	_____
Address	Address
_____	_____
City Zip	City Zip

THE STATE OF TEXAS, COUNTY OF _____
IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this _____ day of _____, 20___.
BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ day of _____, 20__.

_____
Signature of Notary Public

SAMPLE

_____ WSC
NOTICE OF DISCONNECTON

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION:

You are hereby notified that your account is delinquent and your service is in jeopardy if being disconnected. . If our office does not receive payment within ten days of the date of this notice, your service will be disconnected. Once service has been disconnected, all fees including past due fees, late fees, trip fees, etc. must be paid to reestablish service. Please arrange payment on your account as son as possible to avoid disconnection. The System payment locations are_____ Monday – Friday hour of _____. Payments are also accepted over the phone by calling _____ during the normal business hours of_____. Payments may also be made online at_____.

_____
Corporation Official

_____
Title

SAMPLE

_____ WSC
MEMBERSHIP TERMINATION AND LIQUIDATION NOTICE

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment within ten days of the date of this notice, your Membership will be terminated and liquidated if applicable. To regain service after liquidation, you must re-apply and pay all costs applicable to purchasing a new Membership under the current terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

_____
Corporation Official

_____
Title

SAMPLE

SEWER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY PROVIDED BY A NON-PROFIT WATER SUPPLY CORPORATION

AGREEMENT

_____ Water Supply Corporation (_____ WSC) and the City of _____, for the consideration and purposes herein expressed, enter into the following agreement regarding sewer service billing for sewer services provided by _____ (City) to customers in the areas listed in Exhibit "A", but in no other areas:

WHEREAS, _____ is a City located in _____ County, Texas;

WHEREAS, _____is a nonprofit water supply corporation organized pursuant to Texas Water Code Chapter 67 and Texas Business Organizations Code;

WHEREAS, _____ provides retail water utility service in _____ County, pursuant to Public Utility Commission Certificate of Convenience and Necessity No. _____;

WHEREAS, _____ provides sewer service for its customers, some of whom are provided water utility service by _____;

WHEREAS, it is recognized that the provision of sewer service to City of _____ customers is integrally related to _____ WSC's separate provision of water service to the same customers such that joint billing and collection practices are in the public interest; and

WHEREAS, City of _____ desires to enter into an agreement with _____WSC to facilitate the billing and collection of charges due from City of _____ customers for the sewer service provided;

NOW, THEREFORE, City of _____ City and _____ WSC agree as follows:

1. **Agency of _____WSC.** Subject to the terms of this Agreement, _____ WSC agrees to serve as the agent for C City for the purposes of billing and collecting sewer service fees from customers of _____ WSC who: (1) are sewer service customers of City; and (2) have executed a copy of the application for service attached to this agreement or an application in substantially similar form. During the term of this agreement, C City will be solely responsible for providing to _____ WSC, and at all times maintaining, a current list of its customers to be billed by _____ WSC pursuant to the terms of the Agreement.
   The list provided by the City shall contain the following information for each customer:
   (a) the customer's name and address;
   (b) the type of sewer service to be billed by _____ WSC on City's behalf; and
   (c) the amount to be billed.

2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** WSC agrees to add the fees due to City in the amounts indicated by C City, to its monthly bills to customers. Each fee for sewer service will be stated separately on such bills. City agrees to coordinate with WSC so that the payment for the sewer services billed by the WSC on City's behalf shall be due at the same time and under the same terms as the payment billed by WSC for water utility services. Upon receipt of payment due City for sewer services, WSC will deposit such sums in an account in WSC's depository bank, commingled with payments made for WSC water utility services. The funds, less unpaid fees charged by WSC for services as set forth in this Agreement, shall be forwarded to City no less frequently than once a month. The funds shall be sent to City in the amounts due as reflected on the monthly bills to the customers, less WSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to City, WSC will also forward an accounting of the customers from whom payment is received, the period and type of services for which payment is made, and the fees retained by WSC from payments made pursuant to this Agreement with prior notice of at least 72 hours and during WSC business hours.

3. **Priority.** When payment for water and sewer service is made by any customer, WSC shall apply the funds paid first to any amounts owed to WSC and then to any amounts owed to City for sewer services.

4. **Delinquency/Disconnection.** WSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to City from customers for sewer service. If at any time a customer fails to pay any amounts collectible by WSC pursuant to the terms of this Agreement, WSC is authorized to disconnect water utility services to the customer as deemed appropriate by WSC in accordance with the procedure specified in any applicable tariff and service regulations of WSC then in effect. WSC's failure to disconnect any service shall not be an event of default under this agreement, but shall entitle City to discontinue payment of the monthly fee for that account as specified in paragraph 7 below from the date service could have been disconnected under this agreement until disconnection occurs. WSC shall notify City of all customer accounts that are delinquent and have been disconnected.

5. **Reconnection.** In the event water service is disconnected for nonpayment of sewer service charges, except as otherwise required by law or as agreed to by City, WSC agrees not to provide water services to that customer until WSC receives payment of all delinquent sewer charges and any applicable charges which are then collectable in accordance with City's ordinances or other applicable law.

6. **Effect on Provision of Water.** This agreement shall not affect or in any way impair WSC's rights and obligations with respect to its customers or the provision of water utility services except as specifically and expressly set forth in the Agreement and as allowed by law.

7. **Fees.** For each sewer service account collected by WSC, City agrees to pay WSC the sum of $5.00 as an initial set up fee for establishing WSC billing and collection procedures. This setup fee is to be paid when City notifies WSC that a new account is to be collected by WSC. In addition, City agrees to pay to WSC monthly on or before the 15th day of each month, a service charge of $1.00 for each active account. The monthly fee will be paid until the end of the month in which City removes the account from the customer list provided to WSC under paragraph 1 of this agreement. If City subsequently requests WSC to reinstate an account which has been removed from the sewer service customer list, a reinstatement fee of $5.00 per account will be paid to WSC by City.

8. **Purpose of Agreement/Indemnity.** This Agreement is made for the purpose of facilitating the billing and collection of fees for sewer services provided by City. No partnership or joint venture is intended to be created hereby. WSC's sole responsibility is that of the City's agent for billing and collection purposes and WSC shall have no responsibility for, and City shall indemnify, defend and hold WSC harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of WSC or City, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by WSC or by the City, which does not amount to gross negligence or willful misconduct on the part of City, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by WSC relating to or arising from any such damages, claims, demands or causes of action.

9. **Right to Terminate.** This Agreement may be terminated by any party at any time by giving the other party sixty (60) days advance notice of its intent to terminate the Agreement.

10. **Automatic Termination.** If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer appealable.

11. **Termination Upon Default.** Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.

12. **Attorney's Fees.** The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.

13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.

14. **No Third-Party Beneficiaries.** This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no

party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. seq. as amended. This paragraph is to be broadly construed.

17. Any amount due and unpaid more than thirty (30) days shall accrue interest at the maximum rate allowed by law.

EXECUTED on the _____ day of _____, 20____.

THE CITY OF _____ _____WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

SAMPLE

App. #_____

CITY OF _____
Code Enforcement Department
Application for Sewer Service

Date: _____ Permit #: _____ Amount: _____

Name: _____

Street Address: _____

Mailing Address: _____

Legal Description: _____

I/we _____ agree to pay monthly sanitary sewer service fees to the City of _____ through the WSC's billing office. If I/we fail to pay the monthly fees for sanitary sewer service, I/we authorize and agree to allow WSC to disconnect my/our water meter and to withhold water service until such delinquency is made current.

Signature of Applicant(s) _____ Date _____
Permit Issued By _____ Date _____

(For use by the City Utility Billing Department)

The City of _____ requests that WSC begin charging _____ for monthly sanitary sewer service at a rate of _____. Services commence on _____ (application date).

SAMPLE

AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF SEWER SERVICE

Date:

WATER UTILITY:
Name
Address
Telephone Number
Fax Number

SEWER UTILITY:
Name
Address
Telephone Number
Fax Number

PURPOSE:

_____ Water Supply Corporation ("Corporation") is a nonprofit water supply Corporation that provides retail water utility service in _____ County, Texas pursuant to Public Utility Commission ("PUC") Certificate of Convenience and Necessity ("CCN") No. _____. City of _____ ("City") provides sanitary sewer service to businesses and residents [*pursuant to CCN No.* _____], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit "A."

Each utility bills its customers separately. In order to ensure that the City's sewer customers, located in the areas of customer overlap listed in Exhibit "A", make timely payments of their sewer service bills, the City requires the ability to terminate water service to the delinquent customers under terms and conditions prescribed by the PUC. As provided by Texas Water Code Sections 13.250(b)(2) and 13.147, the Corporation, for the consideration set forth in this agreement, agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills after lawful termination of service notices have been issued by the City.

The terms and conditions of this agreement shall be controlled by the rules and regulations of the PUC on this subject matter as the same may be adopted and amended from time to time as if said rules were written verbatim herein.

AGREEMENT:

1. The City shall give written termination of sewer service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City's sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is subject to disconnection at the same

time, it shall be sufficient for the City to send the Corporation a single sample termination notice with a list of all customers subject to termination by name and service address.

2. If any delinquent customer has not paid their sewer bill by 8:00 a.m. of the noticed termination date, the City shall notify the Corporation to proceed with terminating that customer's water service. The City shall notify the Corporation of which previously delinquent sewer customers have paid their accounts and are no longer subject to water service termination. If this notice is given verbally, it shall be followed by a written notice.

3. Upon receipt of all monies lawfully due from the delinquent sewer customer, the City shall notify the Corporation that it may restore the customer's water service as required by the PUC's rules. The Corporation shall restore the service within 24 hours unless the customer is also delinquent on their water bill and a lawful termination of water utility service notice has been issued by the Corporation. In which case, the Corporation shall not be required to restore the customer's water service until all service restoration requirements have been met under the Corporation's tariff.

4. The Corporation may not charge the delinquent sewer customer a reconnect fee for restoring water service after payment of delinquent sewer bills.

5. The City will pay the Corporation a service charge not to exceed fifty ($50.00) dollars per disconnection/reconnection. This fee may change from time to time as agreed to by the parties.

6. The Corporation shall not terminate the water service to any delinquent residential sewer customer if the Corporation would otherwise be prohibited, under its tariff, from terminating that customer's water service due to the illness or potential illness of any resident at that service location. This prohibition shall remain in effect for so long as the Corporation would otherwise be prohibited from terminating that customer's water service. The Corporation shall provide timely notice to the City of which of its water customers are subject to this medical prohibition for disconnection of utility service.

7. The Corporation shall not terminate the water service to any delinquent customer on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for purpose of collections and reconnecting service.

8. Purpose of Agreement/Indemnity. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by City. No partnership or joint venture is intended to be created hereby. The Corporation's sole responsibility is to terminate its water service to sewer customers of the city for nonpayment of delinquent sewer bills and the Corporation shall have no responsibility for, and City shall indemnify, defend and hold the Corporation harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the Corporation or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the Corporation or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by the Corporation relating to or arising from any such damages, claims, demands or causes of action.

TERM:

This agreement shall remain in full force and effect for so long as such agreements are allowed by law and the parties continue to be the respective water and sewer utility purveyors in the areas listed in Exhibit "A". Either party may terminate this agreement with thirty (30) day written notice to the other party.

ELECTRONIC COMMUNICATIONS:

All notices required herein may be given by email, facsimile or other electronic transmission to be followed by a hard copy sent by US mail or hand delivery.

ENTERED IN _____ COUNTY, TEXAS.

EXECUTED on the _____ day of _____, 20____.

THE CITY OF _____ _____WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

returned

SAMPLE

DEDICATION, BILL OF SALE AND ASSIGNMENT
(Developer Form)

THE STATE OF TEXAS	§
	§
	§
COUNTY OF _____	§
	§
	§
KNOW ALL BY THESE PRESENTS	§

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between _____ Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____("Developer").

R E C I T A L S:

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____Subdivision, a subdivision in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section ___ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): _____ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____,

by _____ [DEVELOPER]

_____
Notary Public - State of Texas (Seal)

Printed Name:_____

My Commission Expires:_____

AFTER RECORDING RETURN TO:

_____ Water Supply Corporation

_____

_____, Texas _____

SAMPLE

_____ WATER SUPPLY CORPORATION

Address: _____
Phone Number: _____
Contact Person: _____

APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that the INCOMPLETE status of your FORMS as indicated below is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. Your meter will also be removed on the Disconnection Date indicated above. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

Circle all the forms needing additional information from the Applicant/Member.

A. SERVICE APPLICATION AND AGREEMENT
B. RIGHT-OF-WAY EASEMENT
C. SANITARY CONTROL EASEMENT
D. ALTERNATE BILLING AGREEMENT
E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
F. FINAL PLAT
G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
H. OTHER INFORMATION

_____
Corporation Official

_____
Title

SAMPLE

_____ WATER SUPPLY CORPORATION
DEDICATION, BILL OF SALE AND ASSIGNMENT
(Individual Service Form)

THE STATE OF TEXAS §
§
§
COUNTY OF _____ §
§
§
KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between _____ Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____("Member").

R E C I T A L S:

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at_____, in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the _____ Water Supply Corporation, through its authorized representative, having agreed at accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.
EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member:_____

Printed Name:_____

THE STATE OF TEXAS §
§
THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by

_____ [MEMBER]

_____
Notary Public - State of Texas (Seal)

Printed Name:_____

My Commission Expires:_____

AFTER RECORDING RETURN TO:

_____ Water Supply Corporation

_____

_____, Texas _____

Texas Commission on Environmental Quality
Customer Service Inspection Certificate
Form TCEQ-20699 - Instructions

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per ***Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)***. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).
   The yellow areas on the form can be completed electronically.

   *NOTE: **The form is intended to be completed on-site while the inspection is occurring**. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in ***30 TAC §290.46(f)(3)(E)(iv).***

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.

2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.

3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

*Please keep in mind this TCEQ form is updated regularly, please visit https://www.tceq.texas.gov/search_forms.html to ensure you are using the correct form.

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead ☐	Copper ☐	PVC ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

SECTION K.
MISCELLANEOUS

TARIFF FILING INSTRUCTIONS AND SAMPLE LETTER

INSTRUCTIONS

Under PUC rule 22.71(c)(5)(D) you need to file two paper copies of your tariff. One copy (not the original) should be unbound and numbered from start to finish per PUC Rule 16 TAC §22.72(g)(2).

All filings regardless of their size and number of copies must be sent to the following address for processing per PUC Rule 16 TAC §22.71(b):

Mailing Address:

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Shipping / Overnight Delivery Address:

Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Any filing consisting of 10 pages or larger must be filed electronically per PUC Rule 16 TAC §22.72(h). The following link will take you to the webpages for electronic filing interface and instructions:
http://www.puc.texas.gov/industry/filings/Default.aspx

SAMPLE LETTER

Date

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Re: Tariff for _____ WSC, CCN No. _____, in _____ County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 TAC Section 24.21(j), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for _____ Water Supply Corporation provided for informational purposes.

(list in detail what tariff pages are being amended)

Sincerely,

Name
Water System

SAMPLE

_____ WATER SUPPLY CORPORATION
NOTICE OF RATE INCREASE

The _____ Water Supply Corporation ("Corporation") Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____(date) and the new monthly rates will begin starting with the _____(month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	$_____.00	$_____.00
3/4"	1.5	$_____.00	$_____.00
1"	2.5	$_____.00	$_____.00
1 1/2"	5.0	$_____.00	$_____.00
2"	8.0	$_____.00	$_____.00
3" DISP.	9.0	$_____.00	$_____.00
3" CMPD.	16.0	$_____.00	$_____.00
3" TURB.	17.5	$_____.00	$_____.00
4" CMPD.	25.0	$_____.00	$_____.00
4" TURB.	30.0	$_____.00	$_____.00
6" CMPD.	50.0	$_____.00	$_____.00
6" TURB.	62.5	$_____.00	$_____.00
8" CMPD.	80.0	$_____.00	$_____.00

Water Gallonage charge	NEW MONTHLY	CURRENT MONTHLY
$ _.00 per __,000 gallons for 0 to __,000 gallons	$___.00	$___.00
$_ .00 per __,000 gallons for _,000 gallons to _,000 gallons	$___.00	$___.00
$ _.00 per __,000 gallons for _,000 gallons and over	$___.00	$___.00

Sewer rate	NEW MONTHLY	CURRENT MONTHLY
	$_____.00	$_____.00

For more information about the rate increase, please contact the Corporation at XXX-XXX-XXXX or in person at our main office XXX Street, ____.

CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

Meaningful determination of the Average Net Equity Buy-In Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and

2. All funds obtained as an Equity Buy-In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and ear-marked for this purpose. This amount should not include the Membership Reserve or debt reserves;

3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and

4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy-In Fee.

EXAMPLE:

Fixed Assets of the Corporation $3,000,000.00

Minus (-) Accumulated Depreciation $750,000.00

Minus (-) Outstanding Corporation Debt Principle $800,000.00

Equals (=) Corporation Equity.....$1,450,000.00

Minus (-) Developer's Capital Contribution.....$57,000.00

Minus (-) Grants Received.....$500,000.00

Total Number of Members / Customers Equals (=) Net Equity Buy In fee $893,000.00

Average Net Equity per 2,000 Contributing Members.....$446.50

TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8" X 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.

SAMPLE

VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

_____WSC POLICY ON VOLUNTARY CONTRIBUTIONS
ON BEHALF OF EMERGENCY SERVICES

The corporation shall, as part of its billing process, collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

(1) describing the procedure by which the customer may make a contribution with the customer's bill payment;

(2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;

(3) informing the customer that a contribution is voluntary; and

(4) describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

(1) the corporation's expenses in administering the contribution program; or

(2) five percent of the amount collected as contributions.

SAMPLE NOTICE TO CUSTOMERS

The _____ WSC is offering each customer the opportunity to make a voluntary contribution to the local voluntary fire department(s) and / or emergency medical service(s). The $XX.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to the following Voluntary Fire Department(s) and or Emergency Service(s**): (LIST ALL applicable recipients). Ever Alert Voluntary Fire Department, South Side Voluntary Fire Department, Ever Alert Emergency Rescue Service, …….**

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at (Address of the office), by phone _____, Corporation's Web Page _____, or by FAX _____.

SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the $X.00 contribution from the final amount stated on this water bill.

OR–- Each customer has the right to contribute any dollar amount as a voluntary contribution for local emergency services.

Gmail

joe gimenez <1129jjg@gmail.com>

Fw: Rates

1 message

George Burriss <watermgmt@yahoo.com> Sat, Feb 18, 2023 at 11:46 AM
To: Joe Gimenez <1129jjg@gmail.com>

----- Forwarded Message -----
From: Karri Gibson <kgibson1861@gmail.com>
To: "watermgmt@yahoo.com" <watermgmt@yahoo.com>
Sent: Friday, June 1, 2018 at 09:24:57 PM CDT
Subject: Fwd: Rates

Sent from my iPhone

Begin forwarded message:

From: "James C. Smith, III" <James.Smith@trwa.org>
Date: June 1, 2018 at 4:46:52 PM CDT
To: Karri Gibson <kgibson1861@gmail.com>
Subject: Rates

Karri,

I forgot to attach the audit you sent me and my numbers are at the left.

James Smith

Circuit Rider, Technical

Assistance Department

Texas Rural Water Association

1616 Rio Grand

Austin, TX. 78701

Office (512) 472-8591

Fax (512) 472-5186

Please note my email address has changed to:

James.Smith@trwa.org

www.trwa.org

This message may contain information that is confidential. The information is intended solely for the use of the

addressee(s). If you are not an addressee, you disclosure, copying, distribution or use of the contents of this

message is prohibited. If this message has been sent to you in error, please notify the sender by return e-mail.

Thank you.

Scan0027.pdf
2782K

2:01 PM
04/17/18
Cash Basis

Windermere Oaks W.S.C.
Profit & Loss Budget vs. Actual
January through December 2017

	Jan - Dec 17	Budget
Ordinary Income/Expense		
Income		
40000 · Standby Fees		
40000-5 · Standby Fees - Water	10,832.80	
40000-6 · Standby Fees - Sewer	10,832.79	
40000 · Standby Fees - Other	0.00	50,000.00
Total 40000 · Standby Fees	21,665.59	50,000.00
40200 · Water & Sewer Services		
40200-5 · Water Services	167,806.41	
40200-6 · Sewer Services	112,066.61	
40200 · Water & Sewer Services - Other	0.00	255,000.00
Total 40200 · Water & Sewer Services	279,873.02	255,000.00
40300 · Late Charges		
40300-5 · Late Charges - Water	3,604.91	
40300-6 · Late Charges - Sewer	3,145.39	
40300 · Late Charges - Other	0.00	5,000.00
Total 40300 · Late Charges	6,750.30	5,000.00
40410 · Membership Transfer Fees		
40410-5 · Membership Transfer Fees-Water	35.00	
40410-6 · Membership Transfer Fees-Sewer	35.00	
40410 · Membership Transfer Fees - Other	0.00	100.00
Total 40410 · Membership Transfer Fees	70.00	100.00
40500 · Equity Buy-in Fees		
40500-5 · Equity Buy-In Fees - Water	12,000.00	
40500-6 · Equity Buy-In Fees - Sewer	12,000.00	
40500 · Equity Buy-in Fees - Other	0.00	40,000.00
Total 40500 · Equity Buy-in Fees	24,000.00	40,000.00
40600 · Water & Sewer Taps		
40600-5 · Water Taps	4,500.00	
40600-6 · Sewer Taps	3,750.00	
40600 · Water & Sewer Taps - Other	0.00	15,000.00
Total 40600 · Water & Sewer Taps	8,250.00	15,000.00
46400 · Reconnect fee		
46400-5 · Reconnect Fee - Water	17.50	
46400-6 · Reconnect Fee - Sewer	17.50	
46400 · Reconnect fee - Other	0.00	500.00

2:01 PM
04/17/18
Cash Basis

Windermere Oaks W.S.C.
Profit & Loss Budget vs. Actual
January through December 2017

	Jan - Dec 17	Budget
57500-5 · COS Electricity -Water	11,560.70	
57500-6 · COS Electricity -Sewer	8,582.69	
57500 · COS-Electricity - Other	0.00	21,000.00
Total 57500 · COS-Electricity	20,143.39	21,000.00
58000 · COS-Sludge Removal		
58000-5 · COS-Sludge Removal - Water	2,661.10	
58000-6 · COS-Sludge Removal - Sewer	5,433.90	
58000 · COS-Sludge Removal - Other	0.00	3,000.00
Total 58000 · COS-Sludge Removal	8,095.00	3,000.00
58500 · LCRA - Raw Water Fee		
58500-5 · COS-LCRA Raw Water Fee - Water	4,982.50	
58500-6 · COS-LCRA Raw Water Fee - Sewer	3,568.93	
58500 · LCRA - Raw Water Fee - Other	0.00	12,000.00
Total 58500 · LCRA - Raw Water Fee	8,551.43	12,000.00
59000 · COS-Lab Fees		
59000-5 · COS Lab Fees- Water	2,689.77	
59000-6 · COS Lab Fees- Sewer	2,554.27	
59000 · COS-Lab Fees - Other	0.00	9,000.00
Total 59000 · COS-Lab Fees	5,244.04	9,000.00
Total COGS	162,258.47	160,800.00
Gross Profit	178,385.44	204,800.00
Expense		
77600 · Website		
77600-5 · Website - Water	178.75	
77600-6 · Website - Sewer	178.75	
77600 · Website - Other	0.00	1,000.00
Total 77600 · Website	357.50	1,000.00
59610 · Install New Service Taps		
59610-5 · Install New Service Taps-Water	8,142.30	
59610-6 · Install New Service Taps-Sewer	7,313.09	
59610 · Install New Service Taps - Other	0.00	13,000.00
Total 59610 · Install New Service Taps	15,455.39	13,000.00
62000 · Bank Charges		
62000-5 · Bank Charges - Water	240.72	
62000-6 · Bank Charges - Sewer	240.71	

2:01 PM
04/17/18
Cash Basis

Windermere Oaks W.S.C.
Profit & Loss Budget vs. Actual
January through December 2017

	Jan - Dec 17	Budget
62806-6 · Consulting Fees - Sewer	1,500.63	
Total 62800 · Total Contract Services	2,656.88	7,500.00
63000 · Legal/Appraisal		
14 63000-5 · Legal/Appraisal - Water	1,123.61	
63000-6 · Legal/Appraisal - Sewer	1,123.60	
63000 · Legal/Appraisal - Other	0.00	1,500.00
Total 63000 · Legal/Appraisal	2,247.21	1,500.00
63500 · Dues & Subscriptions		
63500-5 · Dues/Subscriptions - Water	276.17	
35 63500-6 · Dues/Subscriptions - Sewer	276.17	
63501 · CTWC Subscription	2,000.00	2,000.00
63500 · Dues & Subscriptions - Other	0.00	1,500.00
Total 63500 · Dues & Subscriptions	2,552.34	3,500.00
64000 · Regulatory Assessment Fee		
33 64010-6 · TCEQ Annual Fee - Sewer	1,250.00	1,500.00
33 64020-5 · TCEQ Annual Water System Fee	568.40	750.00
Total 64000 · Regulatory Assessment Fee	1,818.40	2,250.00
65500 · Insurance		
65500-5 · Insurance - Water	6,288.58	
26 65500-6 · Insurance - Sewer	6,288.57	
65500 · Insurance - Other	0.00	13,000.00
Total 65500 · Insurance	12,577.15	13,000.00
65900 · Meals & Entertainment	0.00	1,500.00
66000 · Office Supplies		
66000-5 · Office Supplies - Water	760.66	
36 66000-6 · Office Supplies - Sewer	808.99	
66000 · Office Supplies - Other	0.00	5,000.00
Total 66000 · Office Supplies	1,569.65	5,000.00
66500 · Telephone and Internet		
13 66500-5 · Telephone/Internet - Water	2,014.71	
66500-6 · Telephone/Internet - Sewer	2,141.10	
66500 · Telephone and Internet - Other	0.00	4,500.00
Total 66500 · Telephone and Internet	4,155.81	4,500.00
67000 · Postage & Shipping Expense		
67000-5 · Postage & Shipping - Water	1,213.82	

2:01 PM
04/17/18
Cash Basis

Windermere Oaks W.S.C.
Profit & Loss Budget vs. Actual
January through December 2017

	Jan - Dec 17	Budget
69000 · Printing Expense	0.00	500.00
71500 · Interest Expense		
71500-6 · Interest Expense - Sewer	15,306.90	
71500 · Interest Expense - Other	0.00	18,000.00
Total 71500 · Interest Expense	15,306.90	18,000.00
72100 · Taxes-Property	0.00	40.00
77500 · Meetings/Conferences		
77500-5 · Meetings/Conferences-Water	1,466.47	
77500-6 · Meetings/Conferences-Sewer	1,466.45	
77500 · Meetings/Conferences - Other	0.00	1,250.00
Total 77500 · Meetings/Conferences	2,932.92	1,250.00
Total Expense	128,760.23	144,540.00
Net Ordinary Income	49,625.21	60,260.00
Other Income/Expense		
Other Income		
41000 · Interest Income	362.47	250.00
48100 · Other Income (Other Income)		
Sale of Land	0.00	0.00
48100 · Other Income (Other Income) - Other	0.00	0.00
Total 48100 · Other Income (Other Income)	0.00	0.00
Total Other Income	362.47	250.00
Other Expense		
72500 · Depreciation Expense	55,908.00	
Total Other Expense	55,908.00	
Net Other Income	-55,545.53	250.00
Net Income	**-5,920.32**	**60,510.00**

>7954 W & WW

Gmail

joe gimenez <1129jjg@gmail.com>

Fwd: Rate

1 message

Dorothy Taylor <dtaylor27@me.com> Thu, May 9, 2019 at 12:03 PM
To: Joe Gimenez <1129jjg@gmail.com>
Cc: George Burriss <watermgmt@yahoo.com>

Joe
here is emailed received back in July 2018 from Texas Rural Water Assoc, James Smith.

Dorothy

Begin forwarded message:

From: David Bertino <dbertinojr@me.com>
Subject: Fwd: Rate
Date: July 31, 2018 at 1:55:27 PM CDT
To: Norman Morse <normanrmorse@gmail.com>, Mike Nelson <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Bill Billingsley <lcbaviation@hotmail.com>

Begin forwarded message:

From: "James C. Smith, III" <James.Smith@trwa.org>
Date: June 01, 2018 4:18:13 PM
To: "Dbertinojr@me.com" <dbertinojr@me.com>
Cc: "normanrmorse@gmail.com" <normanrmorse@gmail.com>
Subject: Rate

Karri,
I have attached the 2017 rate, you and George need to double check and make sure I did not miss anything.

All systems but IOUs can amend their rates as many times as needed per year if necessary. The only exception is when their rates have been appealed to the PUC and the PUC established a rate. Then the WSC has to keep that same rate for a minimum of 1 year before they can change it to some other rate.
As the story goes it is not a good confidence builder if a system changes their rates 2 and 3 times in one year. They'd probably have a protest on their hands.
It is best to set the rate and stick to it for a year or so before changing it again. The exception to that would be if the system had some major failure at the surface water treatment plant.
If you change your rates multiple times in one year can cause your customers/members to get upset UNLESS you spend some time and effort to educate on the reason why this has to be done.
Each time you raise or amend the rate the ratepayers have a 90 day window to protest the rate change. With the tract record of the PUC all the system's rate, fees and money's in the bank are investigated to determine whether these rate changes are justified or not.

James Smith
Circuit Rider, Technical
Assistance Department
Texas Rural Water Association
1616 Rio Grand
Austin, TX. 78701
Office (512) 472-8591
Fax (512) 472-5186

Please note my email address has changed to:
James.Smith@trwa.org
www.trwa.org

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addressee(s). If you are not an addressee, you disclosure, copying, distribution or use of the contents of this
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Thank you.

Windermear Oaks 2017.xls
68K

WATER REVENUE REQUIREMENT & RATE DESIGN

UTILITY:

REVENUE REQUIREMENT

BUDGET/COST OF SERVICE ITEM	Item Cost	%	Fixed	%	Variable
SALARIES	0	78	0	22	0
CONTRACT LABOR	109,800	70	76,860	30	32,940
CHEMICALS AND TREATMENT	10,124	60	6,074	40	4,050
UTILITIES	11,561	70	8,093	30	3,468
REPAIRS AND MAINTENANCE	28,605	50	14,303	50	14,303
OFFICE EXPENSES	9,979	20	1,996	80	7,983
ACCOUNTING & LEGAL	4,036	50	2,018	50	2,018
HEALTH INSURANCE	0	50	0	50	0
OFFICE SUPPLIES	761	45	342	55	419
TANK REPAIRS	0	50	0	50	0
BAD DEBT	0	50	0	50	0
PAYROLL TAXES	0	50	0	50	0
TELEPHONE	0	40	0	60	0
TRUCK & EQUIP. EXPENSE	0	50	0	50	0
TRAVEL & ENTERTAINMENT	1,466	50	733	50	733
EQUIPMENT RENTAL	0	50	0	50	0
INSURANCE - WC & LIABILITY	6,289	70	4,402	30	1,887
LICENSE & DUES	276	50	138	50	138
POSTAGE & FREIGHT	1,214	50	607	50	607
ADVERTISING	0	30	0	70	0
SAMPLING	2,690	50	1,345	50	1,345
EDUCATION	0	50	0	50	0
DEPRECIATION	27,954	60	16,772	40	11,182
MATERIALS & SUPPLIES	5,922	50	2,961	50	2,961
SECURITY	0	50	0	50	0
MISCELLANEOUS	3,408	50	1,704	50	1,704
LONG TERM DEBT	14,968	100	14,968	0	0
PURCHASED WATER	4,983	45	2,242	55	2,741
	0	50	0	50	0
	0	50	0	50	0
	0	50	0	50	0
	0	50	0	50	0
SUB-TOTAL (LESS FIT & RETURN)	244,036		155,559	100	88,477
% OF TOTAL (FIXED + VARIABLE)		63		37	
PRINC. & INTEREST - WATER	0		0.00		0.00
MAINTENANCE RESERVE*	0		0.00		0.00
LESS OTHER REVENUE	$0		0.00		0.00
TOTAL	$244,036		$155,559		$88,477

RATE CALCULATION

GALLONAGE CHARGE

Variable Cost/Test Year Gallons/1,000 ==========> 8.22 /TH.GAL.

USE -> **PROPOSED RATE** **$3.55** **/TH.GAL.**

|

\|/

MINIMUM BILL

Fixed Cost/12/Customer Equivalents ==========> 51.85 /MO.

68.28 /MO. incl. min. gallons

YIELDS -> **$68.60 /MO.**

75.70 /MO.

inc. min. gall

Avg. Test-Yr Customer Equivalents =	250
Gallons Included In Minimum Bill =	2,000
Test Year Gallons Billed (x 1,000) =	10,769

REVENUES GENERATED:

Connection Size	# of Connections	Min. Bill	Minimum Bill Including Gals	Rev./Month	Rev./Year
5/8", 3/4"	250	$68.60	$75.70	$18,926	$227,106
3/4"	0	$113.55	$ 124.20	$0	$0
1"	0	$ 171.51	$ 189.26	$0	$0
1-1/2"	0	$ 343.01	$ 378.51	$0	$0
2"	0	$ 548.82	$ 605.62	$0	$0
2-1/2"	0	$ 548.82	$ 605.62	$0	$0
3"	0	$ 686.02	$ 749.92	$0	$0
4"	0	$ 1,715.05	$ 1,892.55	$0	$0
6"	0	$ 3,430.10	$ 3,785.10	$0	$0
		TOTAL MINIMUM CHARGES=>			$227,106
GALLONAGE CHARGES=>		4,769 @		$3.55 /1,000 GAL	16,930
	TOTAL REVENUE GENERATED=>				$244,036

Printed on: time:

NOTES:

UTILITY:

Date Referenced: 1-Jan-97

D E P R E C I A T I O N
ANALYSIS

Description	Acquired Date	Ver./Est. Original Cost	Economic Life, yrs	Actual Deprec. Life	Annual Deprec.	Accum. Deprec.	Net Plant
Land	1-Jun-79	0	n/a	n/a	n/a	n/a	0.00
Structures:							
Masonry	1-Jun-79	0	30	17.6	0.00	0.00	
Wood	1-Jan-01	0	15	-4.0	0.00	0.00	
Well	1-Jun-79	0	30	17.6	0.00	0.00	
Pumps:							
Booster, >=7HP	1-Jan-01	0	10	-4.0	0.00	0.00	
Booster, <7HP	1-Jun-79	0	5	17.6	--	0.00	
Motor	1-May-94	0	3	2.7	0.00	0.00	
Well,<5H	1-Jan-01	0	5	-4.0	0.00	0.00	
Well,>5H	1-Jun-96	0	10	0.6	0.00	0.00	
Hypochlorinator	1-Aug-94	0	5	2.4	0.00	0.00	
Gas Chlorinator	1-Jan-01	0	10	-4.0	0.00	0.00	
Tanks:							
Pressure	1-Jun-79	0	50	17.6	0.00	0.00	
Ground	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-93	0	50	3.6	0.00	0.00	
Services	1-Jun-79	0	20	17.6	0.00	0.00	
Services	1-Jun-93	0	20	3.6	0.00	0.00	
Meters	1-Jun-79	0	20	17.6	0.00	0.00	
Meters	1-Jun-93	0	20	3.6	0.00	0.00	
Compressor	1-Jan-01	0	10	-4.0	0.00	0.00	
Electrical Controls	1-May-94	0	30	2.7	0.00	0.00	
Furniture/Fixtures	1-Jan-81	0	10	16.0	--	0.00	
Heavy Equipment	15-Feb-89	0	10	7.9	0.00	0.00	
Light Vehicles	15-Sep-87	0	5	9.3	--	0.00	
Shop Tools	1-Jan-81	0	15	16.0	--	0.00	
Computer/Software	1-Feb-95	0	5	1.9	0.00	0.00	
Fencing	1-Jun-79	0	30	17.6	0.00	0.00	
Total:		$0			$0	$0	$0

- - - - - - - - -

1999 WATER REVENUE REQUIREMENT & RATE DESIGN

Item Cost	%	Fixed	%	Variable
232,878	50	116,439	50	116,439
3,672	50	1,836	50	1,836
4,196	100	4,196	0	0
15,735	0	0	100	15,735
47,205	0	0	100	47,205
20,980	0	0	100	20,980
14,000	100	14,000	0	0
15,000	100	15,000	0	0
31,470	100	31,470	0	0
15,735	100	15,735	0	0
5,245	50	2,623	50	2,623
17,932	50	8,966	50	8,966
500	100	500	0	0
15,735	50	7,868	50	7,868
15,735	50	7,868	50	7,868
10,490	50	5,245	50	5,245
2,000	100	2,000	0	0
12,588	50	6,294	50	6,294
5,000	50	2,500	50	2,500
6000	100	6,000	0	0
7500	100	7,500	0	0
27274	100	27,274	0	0
2000	100	2,000	0	0
7867.5	100	7,868	0	0
3147	100	3,147	0	0
2098	100	2,098	0	0
5245	0	0	100	5,245
1049	100	1,049	0	0
2000	100	2,000	0	0
1995.63	0	0	100	1,996
552,271		301,474		250,798
	0.58		0.42	
532283		310498.42		221784.58
55,227				
-75,000		-43750.00		-18229.17
-75,368	1	-75368.39		
$989,413		$492,854		$454,353

				PROPOSED RATE	
========>	3.02	/TH.GAL.	USE ->	$4.25 /TH.GAL.	0.7503121
	|/			|/	
========>	16.40	/MO.	YIELDS ->	$11.68 /MO.	
	22.45	/MO. incl. min. gallons		20.18 /MO. incl. min. gallons	

1999 WATER REVENUE CONT.

2504
2,000
NE
150,239

# of Connections	Min. Bill	Minimum Bill Including Ga	Rev./Month	Rev./Year
2432	$11.68	$20.18	$49,073	$588,871
0	$ 19.50	$ 28.00	$0	$0
0	$ 38.89	$ 47.39	$0	$0
1	$ 62.24	$ 70.74	$71	$849
0	$ 93.42	$ 101.92	$0	$0
0	$ 116.78	$ 125.28	$0	$0
0	$ 194.67	$ 203.17	$0	$0
2	$ 389.22	$ 397.72	$795	$9,545
	TOTAL MINIMUM CHARGES=>			$599,266
GALLONAGE CHARGES=>	91,799 @	$4.25 /1,000 GAL		390,147
				$989,413

INSERT DATA:				
NO OF 5/8" CUST.=	2432	5/8", 3/4"	EQUIV.	2432
NO OF 1" CUST.=	0	1"	EQUIV.	0
NO OF 1-1/2" CUST=	0	1-1/2"	EQUIV.	0
NO OF 2" CUST.=	1	2"	EQUIV.	5.33
NO OF 2-1/2" CUST=	0	2-1/2"	EQUIV.	0
NO OF 3" CUST.=	0	3"	EQUIV.	0
NO OF 4" CUST.=	0	4"	EQUIV.	0
NO OF 6" CUST.=	2	6"	EQUIV.	66.66
	2435			2503.99
	2494.8			
	2435.4			

ANCE RESERVE INSTEAD
S =2376 AND ENDING CONNECTIONS = 2495, WHICH IS 5% GROWTH RATE
NET REVENUE GREATER THAN OR = 1.1 DEBT SERVICE?:
$587,510.12
$585,511.30

Gmail

joe gimenez <1129jjg@gmail.com>

Fwd: Rate Sheet Feb 6, 2018 from TRWA

3 messages

Dorothy Taylor <dtaylor27@me.com> Thu, May 9, 2019 at 12:45 PM
To: Joe Gimenez <1129jjg@gmail.com>, George Burriss <watermgmt@yahoo.com>

Joe
this is the original one done by James Smith with TRWA — that we used for Board decision on rate increase done in 2018.

dt

Begin forwarded message:

From: Karri Gibson <kgibson1861@gmail.com>
Subject: FW: Rate Sheet
Date: February 7, 2018 at 10:20:58 AM CST
To: Dorothy Taylor <dtaylor27@me.com>, Jeff Hagar <jeff.hagar@gmail.com>, Bill Billingsley <lcbaviation@hotmail.com>, Bill Stein <wp_stein@yahoo.com>, Jerry Ingham <jyingham@yahoo.com>

See attached rate analysis from TRWA.

Have a great day!
Karri Gibson

From: James C. Smith, III
Sent: Tuesday, February 6, 2018 7:11 AM
To: kgibson1861@gmail.com
Subject: Rate Sheet

James Smith
Circuit Rider, Technical
Assistance Department
Texas Rural Water Association
1616 Rio Grand
Austin, TX. 78701
Office (512) 472-8591
Fax (512) 472-5186

Please note my email address has changed to:
James.Smith@trwa.org
www.trwa.org

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Thank you.

---

2 attachments

WW+Rate+Calc+worksheet.xls
161K

Windermere Oaks WSC-2016.xls
61K

Joe Gimenez <1129jjg@gmail.com> Mon, May 13, 2019 at 12:11 PM
Reply-To: Joe Gimenez <1129jjg@gmail.com>
To: Grant Rabon <grabon@newgenstrategies.net>

Hi Grant,
Here is rate info for Windermere Oaks WSC.
Joe Gimenez

---

2 attachments

WW+Rate+Calc+worksheet.xls
161K

Windermere Oaks WSC-2016.xls
61K

Grant Rabon <grabon@newgenstrategies.net> Mon, May 13, 2019 at 12:36 PM
To: Joe Gimenez <1129jjg@gmail.com>

Thanks Joe! I look forward to seeing you next Monday.

Grant Rabon | NewGen Strategies & Solutions

Executive Consultant

3420 Executive Center Drive | Suite 165 | Austin, TX 78731

Office: (512) 900-8232 | Cellular: (512) 565-0123

grabon@newgenstrategies.net

Please visit our website at www.newgenstrategies.net

NewGen Strategies & Solutions

[Quoted text hidden]

WATER REVENUE REQUIREMENT & RATE DESIGN

UTILITY:

REVENUE REQUIREMENT

BUDGET/COST OF SERVICE ITEM	Item Cost	%	Fixed	%	Variable
SALARIES	0	78	0	22	0
CONTRACT LABOR	59,245	70	41,471	30	17,773
CHEMICALS AND TREATMENT	6,143	60	3,686	40	2,457
UTILITIES	9,503	70	6,652	30	2,851
REPAIRS AND MAINTENANCE	37,698	50	18,849	50	18,849
OFFICE EXPENSES	7,152	20	1,430	80	5,721
ACCOUNTING & LEGAL	7,751	50	3,875	50	3,875
HEALTH INSURANCE	0	50	0	50	0
OFFICE SUPPLIES	440	45	198	55	242
TANK REPAIRS	0	50	0	50	0
BAD DEBT	0	50	0	50	0
PAYROLL TAXES	0	50	0	50	0
TELEPHONE	1,970	40	788	60	1,182
TRUCK & EQUIP. EXPENSE	0	50	0	50	0
TRAVEL & ENTERTAINMENT	350	50	175	50	175
EQUIPMENT RENTAL	0	50	0	50	0
INSURANCE - WC & LIABILITY	5,869	70	4,108	30	1,761
LICENSE & DUES	1,788	50	894	50	894
POSTAGE & FREIGHT	822	50	411	50	411
ADVERTISING	0	30	0	70	0
SAMPLING	4,693	50	2,347	50	2,347
EDUCATION	0	50	0	50	0
DEPRECIATION	57,367	60	34,420	40	22,947
MATERIALS & SUPPLIES	7,787	50	3,894	50	3,894
SECURITY	0	50	0	50	0
MISCELLANEOUS	1,155	50	578	50	578
LONG TERM DEBT	20,958	100	20,958	0	0
PURCHASED WATER	4,446	45	2,001	55	2,446
	0	50	0	50	0
	0	50	0	50	0
	0	50	0	50	0
	0	50	0	50	0
SUB-TOTAL (LESS FIT & RETURN)	235,136		146,734	100	88,401
% OF TOTAL (FIXED + VARIABLE)		63		37	
PRINC. & INTEREST - WATER	0		0.00		0.00
MAINTENANCE RESERVE*	0		0.00		0.00
LESS OTHER REVENUE	$0		0.00		0.00
TOTAL	$235,136		$146,734		$88,401

RATE CALCULATION

GALLONAGE CHARGE

Variable Cost/Test Year Gallons/1,000 ==========> 10.16 /TH.GAL.

USE -> **PROPOSED RATE** **$3.25** /TH.GAL.

|
\|/

MINIMUM BILL

Fixed Cost/12/Customer Equivalents ==========> 50.95 /MO.

71.27 /MO. incl. min. gallons

YIELDS -> **$71.83** /MO.

78.33 /MO.

inc. min. gall

Avg. Test-Yr Customer Equivalents =	240
Gallons Included In Minimum Bill =	2,000
Test Year Gallons Billed (x 1,000) =	8,700

REVENUES GENERATED:

Connection Size	# of Connections	Min. Bill	Minimum Bill Including Gals	Rev./Month	Rev./Year
5/8", 3/4"	240	$71.83	$78.33	$18,798	$225,581
3/4"	0	$117.49	$ 127.24	$0	$0
1"	0	$ 179.57	$ 195.82	$0	$0
1-1/2"	0	$ 359.13	$ 391.63	$0	$0
2"	0	$ 574.61	$ 626.61	$0	$0
2-1/2"	0	$ 574.61	$ 626.61	$0	$0
3"	0	$ 718.27	$ 776.77	$0	$0
4"	0	$ 1,795.67	$ 1,958.17	$0	$0
6"	0	$ 3,591.34	$ 3,916.34	$0	$0
		TOTAL MINIMUM CHARGES=>			$225,581
GALLONAGE CHARGES=>		2,940	@	$3.25 /1,000 GAL	9,555
	TOTAL REVENUE GENERATED=>				$235,136

Printed on: time:

NOTES:

UTILITY:

Date Referenced: 1-Jan-97

D E P R E C I A T I O N
ANALYSIS

Description	Acquired Date	Ver./Est. Original Cost	Economic Life, yrs	Actual Deprec. Life	Annual Deprec.	Accum. Deprec.	Net Plant
Land	1-Jun-79	0	n/a	n/a	n/a	n/a	0.00
Structures:							
Masonry	1-Jun-79	0	30	17.6	0.00	0.00	
Wood	1-Jan-01	0	15	-4.0	0.00	0.00	
Well	1-Jun-79	0	30	17.6	0.00	0.00	
Pumps:							
Booster, >=7HP	1-Jan-01	0	10	-4.0	0.00	0.00	
Booster, <7HP	1-Jun-79	0	5	17.6	--	0.00	
Motor	1-May-94	0	3	2.7	0.00	0.00	
Well,<5H	1-Jan-01	0	5	-4.0	0.00	0.00	
Well,>5H	1-Jun-96	0	10	0.6	0.00	0.00	
Hypochlorinator	1-Aug-94	0	5	2.4	0.00	0.00	
Gas Chlorinator	1-Jan-01	0	10	-4.0	0.00	0.00	
Tanks:							
Pressure	1-Jun-79	0	50	17.6	0.00	0.00	
Ground	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-93	0	50	3.6	0.00	0.00	
Services	1-Jun-79	0	20	17.6	0.00	0.00	
Services	1-Jun-93	0	20	3.6	0.00	0.00	
Meters	1-Jun-79	0	20	17.6	0.00	0.00	
Meters	1-Jun-93	0	20	3.6	0.00	0.00	
Compressor	1-Jan-01	0	10	-4.0	0.00	0.00	
Electrical Controls	1-May-94	0	30	2.7	0.00	0.00	
Furniture/Fixtures	1-Jan-81	0	10	16.0	--	0.00	
Heavy Equipment	15-Feb-89	0	10	7.9	0.00	0.00	
Light Vehicles	15-Sep-87	0	5	9.3	--	0.00	
Shop Tools	1-Jan-81	0	15	16.0	--	0.00	
Computer/Software	1-Feb-95	0	5	1.9	0.00	0.00	
Fencing	1-Jun-79	0	30	17.6	0.00	0.00	
Total:		$0			$0	$0	$0

- - - - - - - - -

1999 WATER REVENUE REQUIREMENT & RATE DESIGN

Item Cost	%	Fixed	%	Variable
232,878	50	116,439	50	116,439
3,672	50	1,836	50	1,836
4,196	100	4,196	0	0
15,735	0	0	100	15,735
47,205	0	0	100	47,205
20,980	0	0	100	20,980
14,000	100	14,000	0	0
15,000	100	15,000	0	0
31,470	100	31,470	0	0
15,735	100	15,735	0	0
5,245	50	2,623	50	2,623
17,932	50	8,966	50	8,966
500	100	500	0	0
15,735	50	7,868	50	7,868
15,735	50	7,868	50	7,868
10,490	50	5,245	50	5,245
2,000	100	2,000	0	0
12,588	50	6,294	50	6,294
5,000	50	2,500	50	2,500
6000	100	6,000	0	0
7500	100	7,500	0	0
27274	100	27,274	0	0
2000	100	2,000	0	0
7867.5	100	7,868	0	0
3147	100	3,147	0	0
2098	100	2,098	0	0
5245	0	0	100	5,245
1049	100	1,049	0	0
2000	100	2,000	0	0
1995.63	0	0	100	1,996
552,271		301,474		250,798
	0.58		0.42	
532283		310498.42		221784.58
55,227				
-75,000		-43750.00		-18229.17
-75,368	1	-75368.39		
$989,413		$492,854		$454,353

				PROPOSED RATE	
========>	3.02	/TH.GAL.	USE ->	$4.25 /TH.GAL.	
	| \/ |			| \/ |	0.7503121
========>	16.40	/MO.	YIELDS ->	$11.68 /MO.	
	22.45	/MO. incl. min. gallons		20.18 /MO. incl. min. gallons	

1999 WATER REVENUE CONT.

2504
2,000
NE
150,239

# of Connections	Min. Bill	Minimum Bill Including G	Rev./Month	Rev./Year
2432	$11.68	$20.18	$49,073	$588,871
0	$ 19.50	$ 28.00	$0	$0
0	$ 38.89	$ 47.39	$0	$0
1	$ 62.24	$ 70.74	$71	$849
0	$ 93.42	$ 101.92	$0	$0
0	$ 116.78	$ 125.28	$0	$0
0	$ 194.67	$ 203.17	$0	$0
2	$ 389.22	$ 397.72	$795	$9,545
	TOTAL MINIMUM CHARGES=>			$599,266
GALLONAGE CHARGES=>	91,799	@	$4.25 /1,000 GAL	390,147
				$989,413

INSERT DATA:				
NO OF 5/8" CUST.=	2432	5/8", 3/4"	EQUIV.	2432
NO OF 1" CUST.=	0	1"	EQUIV.	0
NO OF 1-1/2" CUST=	0	1-1/2"	EQUIV.	0
NO OF 2" CUST.=	1	2"	EQUIV.	5.33
NO OF 2-1/2" CUST=	0	2-1/2"	EQUIV.	0
NO OF 3" CUST.=	0	3"	EQUIV.	0
NO OF 4" CUST.=	0	4"	EQUIV.	0
NO OF 6" CUST.=	2	6"	EQUIV.	66.66
	2435			2503.99
	2494.8			
	2435.4			

ANCE RESERVE INSTEAD
S =2376 AND ENDING CONNECTIONS = 2495, WHICH IS 5% GROWTH RATE
NET REVENUE GREATER THAN OR = 1.1 DEBT SERVICE?:
$587,510.12
$585,511.30

WASTEWATER RATE CALCULATIONS

UTILITY:

REVENUE REQUIREMENT

BUDGET/COST OF SERVICE ITEM	Item Cost	% Fixed	$ Value Fixed	% Variable	$ Value Variable
SALARIES	$29,622.00	50	$14,811.00	50	$14,811.00
SALARIES OT			$0.00	100	$0.00
UNIFORMES			$0.00	100	$0.00
HOSPITAL/DENTAL INSURANCE	$5,868.00	60	$3,520.80	40	$2,347.20
FICA			$0.00	100	$0.00
RETIREMENT			$0.00	100	$0.00
WORKER COMPENSATION			$0.00	100	$0.00
UNEMPOLYMENT INSURANCE			$0.00	100	$0.00
FUEL & LUBRICANTS			$0.00	100	$0.00
CHEMICALS	$661.00	70	$462.70	30	$198.30
OPERATIONAL SUPPLIES	$542.00	70	$379.40	30	$162.60
MAINTENANCE SEWER PLANT			$0.00	100	$0.00
MAINTENANCE SEWER LINES	$17,314.00	80	$13,851.20	20	$3,462.80
MAINTENANCE IRRIGATION	$822.00	70	$575.40	30	$246.60
MAINTENANCE VEHICALS	$4,233.00	70	$2,963.10	30	$1,269.90
MAINTENANCE EQUIPMENT	$175.00	80	$140.00	20	$35.00
MEETING/MILEAGE			$0.00	100	$0.00
SCHOOLS/SIMINARS	$822.00	70	$575.40	30	$246.60
INSURANCE & BONDS			$0.00	100	$0.00
PROFESSIONAL SERVICES	$11,486.00	70	$8,040.20	30	$3,445.80
TELEPHONE/PAGER	$1,970.00	60	$1,182.00	40	$788.00
UTILITIES	$4,531.00	70	$3,171.70	30	$1,359.30
STATE INSPECTION FEE			$0.00	100	$0.00
LABORATORY FEES	$3,911.00	80	$3,128.80	20	$782.20
LCRA COMPOSTING EXP	$568.00	50	$284.00	50	$284.00
MISCELLANEOUS	$3,299.00	60	$1,979.40	40	$1,319.60
TRANSFER TO DEBT SERVICE			$0.00	100	$0.00
USDA RD RUS LOAN PAYMENT	$49,892.00	100	$49,892.00	0	$0.00
CIP			$0.00	100	$0.00
			$0.00	100	$0.00
			$0.00	100	$0.00
			$0.00	100	$0.00
SUB-TOTAL			$104,957.10	100	$30,758.90
% OF TOTAL (FIXED + VARIABLE)		68		32	
MAINTENANCE RESERVE*			$0.00		$0.00
LESS OTHER REVENUE	$0.00		$0.00		$0.00
TOTAL	$135,716.00		$104,957.10		$30,758.90

2015	2016	Average	
11,480	10,480	10,980	Water Sold (1,000 gal)
7,000	7,000	7,000	Wastewater Treated (1,000 gal)
60.98%	66.79%	63.88%	Use average and per cent for gallonage of WW billed

RATE CALCULATION

GALLONAGE CHARGE

Variable Cost/Test Year Gallons/1,000 ==========> $3.94 /TH.GAL.

|

\|/

MINIMUM BILL

Fixed Cost/12/Customer Equivalents ==========> $40.12 /MO.

PROPOSED RATE

USE -> **$2.50 /TH.GAL.**

\|/

YIELDS -> **$44.43 /MO.**

Avg. Test-Yr Customer Equivalents =	218
Gallons Included In Minimum Bill =	2,000
Test Year Gallons Billed (x 1,000) =	7,800

REVENUES GENERATED:

Connection Size	# of Connections	Min. Bill	Rev./Month	Rev./Year
	218	$44.43	$0.00	$0.00

TOTAL MINIMUM CHARGES=>				$0.00
GALLONAGE CHARGES=>	7,800 @	$2.50	/1,000 GAL	$19,500.00
TOTAL REVENUE GENERATED=>				$19,500.00

NOTES:

Amortization Table

Amortization Calculations

1) To use the table, simply change any of the values in the "inital data" area of the worksheet.
2) To print the table, just choose "Print" from the "File" menu. The print area is already defined.

Initial Data

LOAN DATA		TABLE DATA		Annual Payment
Loan amount:		Table starts at date:		#NUM!
Annual interest rate:		or at payment number:	1	
Term in years:				
Payments per year:	12			
First payment due:	Sunday March 12, 2023			

PERIODIC PAYMENT

Entered payment:		*The table uses the calculated periodic payment amount*
Calculated payment:	**#NUM!**	*unless you enter a value for "Entered payment".*

CALCULATIONS

Use payment of:	#NUM!	Beginning balance at payment 1:	#NUM!
1st payment in table:	1	Cumulative interest prior to payment 1:	#NUM!

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest

Gmail

joe gimenez <1129jjg@gmail.com>

Special Assessments

6 messages

Joe Gimenez <1129jjg@gmail.com> Mon, Jan 6, 2020 at 2:01 PM
To: Trent Hightower <Trent.Hightower@trwa.org>
Cc: Dorothy Taylor <dtaylor27@me.com>

Trent,

Happy New Year! I hope you had a great holiday.

Due to mounting legal costs, our Windermere Oaks Water Supply Corporation must consider making some special assessments to our members. We've asked our attorneys to look into that process, but I am wondering whether TRWA has any guidance on the matter. I'm sorry to bother you with this request but I just would not know who else to go to within TRWA.

Best regards,
Joe Gimenez
President
Windermere Oaks WSC

Trent Hightower <Trent.Hightower@trwa.org> Mon, Jan 6, 2020 at 2:11 PM
To: Joe Gimenez <1129jjg@gmail.com>
Cc: Dorothy Taylor <dtaylor27@me.com>

Hi Joe,

I'd be the guy to talk to, but I'm not sure I understand what you mean by special assessment. Can you give me a little more detail about what you have in mind?

--

Trent Hightower

Assistant General Counsel

Texas Rural Water Association

1616 Rio Grande | Austin, Texas 78701

Phone: (512) 472-8591, x106

Fax: (512) 472-5186

www.trwa.org

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use of the contents of this message is prohibited. If this message has been sent to you in error, please notify the sender by return e-mail. Thank you.

[Quoted text hidden]

Joe Gimenez <1129jjg@gmail.com> Mon, Jan 6, 2020 at 2:22 PM
To: Trent Hightower <Trent.Hightower@trwa.org>
Cc: Dorothy Taylor <dtaylor27@me.com>

Thanks for the quick response.

We've projected that our 2020 budget will show a $37,000 loss and even that may be an understated projection given mounting legal bills.

Page 43 of our Tariff document talks about "assessments" which I presume is outside of the normal rate-making process.

We have not had to do this before and so I think we are unsure of the process. Is it something we do at a Board meeting by resolution? What sort of situation do we need to be in to trigger this provision? I guess the process here is of most concern to me.

thanks,
Joe

[Quoted text hidden]

Trent Hightower <Trent.Hightower@trwa.org> Mon, Jan 6, 2020 at 2:50 PM
To: Joe Gimenez <1129jjg@gmail.com>
Cc: Dorothy Taylor <dtaylor27@me.com>

Hi Joe,

This isn't something I've seen happen during my time with TRWA either, so I'm not exactly sure on the process. We do have this same language in our sample tariff, so it is something that we contemplate happening from time to time, however. Based on my reading of the language, I do believe the board can make the assessment by resolution, if, in its determination, revenues from water and other charges isn't sufficient to pay all costs "incident to the operation of the system."

There's nothing statutory about this that I'm aware of, so I believe it falls under the category of "it's ok as long as it's specified in your tariff ahead of time," like many fees and other charges. Unfortunately we don't have anything with any more guidance on this issue than the language in the tariff itself. Given the volatile nature of some of your members, I can see this not going over very well with some of them, so I'm glad you've got your attorneys engaged on it.

[Quoted text hidden]

Joe Gimenez <1129jjg@gmail.com> Mon, Jan 6, 2020 at 3:17 PM
To: Trent Hightower <Trent.Hightower@trwa.org>
Cc: Dorothy Taylor <dtaylor27@me.com>

Okay, thank you. Our volatile members are precisely the ones who have caused me to inquire about this.
jg
[Quoted text hidden]

Joe Gimenez <1129jjg@gmail.com> Tue, Jan 7, 2020 at 3:24 PM
To: Jose de la Fuente <jdelafuente@lglawfirm.com>, Troupe Brewer <tbrewer@lglawfirm.com>, Mike Gershon <mgershon@lglawfirm.com>

this is my correspondence with TRWA re Assessments. See reference to it in our Tariff on its page 43

[Quoted text hidden]

Gmail

joe gimenez <1129jjg@gmail.com>

Fw: Rate Sheet

2 messages

George Burriss <watermgmt@yahoo.com> Fri, Jan 31, 2020 at 3:44 PM
To: Joe Gimenez <1129jjg@gmail.com>
Cc: Mike Nelson <brownsandniners@aol.com>

Joe,

Just looking over this briefly, the increase is only loaded into the water side, so the amount of the increase would need to divided 60/40 between water & waste water.

George

----- Forwarded Message -----
From: James C. Smith, III <james.smith@trwa.org>
To: George Burriss <watermgmt@yahoo.com>
Sent: Friday, January 31, 2020, 2:41:56 PM CST
Subject: Rate Sheet

George,

Here you go.

James Smith

Circuit Rider, Technical

Assistance Departmental

Texas Rural Water Association

1616 Rio Grande

Austin, TX. 78701

Office (512) 472-8591

Fax (512) 472-5186

Please note my email address has changed to:

James.Smith@trwa.org

www.trwa.org

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Gmail

joe gimenez <1129jjg@gmail.com>

Trwa analysis sheet

1 message

Joe Gimenez <1129jjg@gmail.com> Tue, Sep 15, 2020 at 8:36 PM
To: Rich Schaefer <richard.t.schaefer@gmail.com>

Here is the trwa rate calulation sheet

---------- Forwarded message ---------
From: **Joe Gimenez** <1129jjg@gmail.com>
Date: Wed, Jun 10, 2020, 1:19 PM
Subject: Fwd: Fw: Rate Sheet
To: George Burris <watermgmt@yahoo.com>

George,
Per our conversation, the email below is what I provided Patti in response to her third request which says:

> This is my third request for the wastewater rate analysis/study that James Smith with Texas Rural Water Association prepared for the 2019/2020 Board of Directors and the Windermere Oaks Water Supply Corporation. If I do not receive my reply by the end of the week I will be filing a complaint with the Texas Attorney General Office.
>
> You have been given a sufficient amount of time to produce these records which detail the TRWA wastewater rate analysis/study.

Best regards,
Joe Gimenez
---------- Forwarded message ---------
From: **George Burriss** <watermgmt@yahoo.com>
Date: Fri, Jan 31, 2020 at 3:44 PM
Subject: Fw: Rate Sheet
To: Joe Gimenez <1129jjg@gmail.com>
Cc: Mike Nelson <brownsandniners@aol.com>

Joe,

Just looking over this briefly, the increase is only loaded into the water side, so the amount of the increase would need to divided 60/40 between water & waste water.

George

----- Forwarded Message -----
From: James C. Smith, III <james.smith@trwa.org>
To: George Burriss <watermgmt@yahoo.com>
Sent: Friday, January 31, 2020, 2:41:56 PM CST
Subject: Rate Sheet

George,

Here you go.

James Smith

Circuit Rider, Technical

Assistance Departmental

Texas Rural Water Association

1616 Rio Grande

Austin, TX. 78701

Office (512) 472-8591

Fax (512) 472-5186

Please note my email address has changed to:

James.Smith@trwa.org

www.trwa.org

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Thank you

Windermere Oaks WSC 2019.xls
68K

WATER REVENUE REQUIREMENT & RATE DESIGN

UTILITY:

REVENUE REQUIREMENT

BUDGET/COST OF SERVICE ITEM	Item Cost	%	Fixed	%	Variable
SALARIES	0	78	0	22	0
CONTRACT LABOR	117,865	75	88,399	25	29,466
CHEMICALS AND TREATMENT	12,035	60	7,221	40	4,814
UTILITIES	20,922	70	14,645	30	6,277
REPAIRS AND MAINTENANCE	71,060	50	35,530	50	35,530
OFFICE EXPENSES BILLING	15,679	45	7,056	55	8,623
ACCOUNTING & LEGAL	171,337	50	85,669	50	85,669
HEALTH INSURANCE	0	50	0	50	0
OFFICE SUPPLIES	4,707	45	2,118	55	2,589
TANK REPAIRS	0	50	0	50	0
BAD DEBT	0	50	0	50	0
PAYROLL TAXES	0	50	0	50	0
TELEPHONE	6,549	40	2,620	60	3,929
TRUCK & EQUIP. EXPENSE	0	50	0	50	0
TRAVEL & ENTERTAINMENT	1,130	50	565	50	565
EQUIPMENT RENTAL	250	50	125	50	125
INSURANCE - WC & LIABILITY	14,160	70	9,912	30	4,248
LICENSE & DUES	178	50	89	50	89
POSTAGE & FREIGHT	2,710	50	1,355	50	1,355
ADVERTISING	0	30	0	70	0
SAMPLING	8,459	50	4,230	50	4,230
EDUCATION	0	50	0	50	0
DEPRECIATION	56,273	60	33,764	40	22,509
MATERIALS & SUPPLIES	6,730	50	3,365	50	3,365
SECURITY	0	50	0	50	0
MISCELLANEOUS	1,250	50	625	50	625
LONG TERM DEBT	49,882	100	49,882	0	0
PURCHASED WATER	8,490	45	3,821	55	4,670
SLUG REMOVAL	2,363	50	1,182	50	1,182
BOOKKEEPING	4,163	50	2,082	50	2,082
	0	50	0	50	0
	0	50	0	50	0
SUB-TOTAL (LESS FIT & RETURN)	576,192		354,252	100	221,940
% OF TOTAL (FIXED + VARIABLE)		63		37	
PRINC. & INTEREST - WATER	0		0.00		0.00
MAINTENANCE RESERVE*	0		0.00		0.00
LESS OTHER REVENUE	$0		0.00		0.00
TOTAL	$576,192		$354,252		$221,940

RATE CALCULATION

GALLONAGE CHARGE

Variable Cost/Test Year Gallons/1,000 ==========> 17.07 /TH.GAL.

USE -> **PROPOSED RATE** **$3.55** **/TH.GAL.**

|

\|/

MINIMUM BILL

Fixed Cost/12/Customer Equivalents ==========> 116.68 /MO.

116.68 /MO. incl. min. gallons

YIELDS -> **$174.59** **/MO.**

174.59 /MO.

inc. min. gall

Avg. Test-Yr Customer Equivalents =	253
Gallons Included In Minimum Bill =	0
Test Year Gallons Billed (x 1,000) =	13,000

REVENUES GENERATED:

Connection Size	# of Connections	Min. Bill	Minimum Bill Including Gals	Rev./Month	Rev./Year
5/8", 3/4"	253	$174.59	$174.59	$44,170	$530,042
3/4"	0	$261.88	$ 261.88	$0	$0
1"	0	$ 436.46	$ 436.46	$0	$0
1-1/2"	0	$ 872.93	$ 872.93	$0	$0
2"	0	$ 1,396.69	$ 1,396.69	$0	$0
2-1/2"	0	$ 1,396.69	$ 1,396.69	$0	$0
3"	0	$ 1,745.86	$ 1,745.86	$0	$0
4"	0	$ 4,364.64	$ 4,364.64	$0	$0
6"	0	$ 8,729.28	$ 8,729.28	$0	$0
		TOTAL MINIMUM CHARGES=>			$530,042
GALLONAGE CHARGES=>		13,000 @		$3.55 /1,000 GAL	46,150
	TOTAL REVENUE GENERATED=>				$576,192

Printed on: time:

NOTES:

UTILITY:

Date Referenced: 1-Jan-97

D E P R E C I A T I O N
ANALYSIS

Description	Acquired Date	Ver./Est. Original Cost	Economic Life, yrs	Actual Deprec. Life	Annual Deprec.	Accum. Deprec.	Net Plant
Land	1-Jun-79	0	n/a	n/a	n/a	n/a	0.00
Structures:							
Masonry	1-Jun-79	0	30	17.6	0.00	0.00	
Wood	1-Jan-01	0	15	-4.0	0.00	0.00	
Well	1-Jun-79	0	30	17.6	0.00	0.00	
Pumps:							
Booster, >=7HP	1-Jan-01	0	10	-4.0	0.00	0.00	
Booster, <7HP	1-Jun-79	0	5	17.6	--	0.00	
Motor	1-May-94	0	3	2.7	0.00	0.00	
Well,<5H	1-Jan-01	0	5	-4.0	0.00	0.00	
Well,>5H	1-Jun-96	0	10	0.6	0.00	0.00	
Hypochlorinator	1-Aug-94	0	5	2.4	0.00	0.00	
Gas Chlorinator	1-Jan-01	0	10	-4.0	0.00	0.00	
Tanks:							
Pressure	1-Jun-79	0	50	17.6	0.00	0.00	
Ground	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-79	0	50	17.6	0.00	0.00	
Distrib. System	1-Jun-93	0	50	3.6	0.00	0.00	
Services	1-Jun-79	0	20	17.6	0.00	0.00	
Services	1-Jun-93	0	20	3.6	0.00	0.00	
Meters	1-Jun-79	0	20	17.6	0.00	0.00	
Meters	1-Jun-93	0	20	3.6	0.00	0.00	
Compressor	1-Jan-01	0	10	-4.0	0.00	0.00	
Electrical Controls	1-May-94	0	30	2.7	0.00	0.00	
Furniture/Fixtures	1-Jan-81	0	10	16.0	--	0.00	
Heavy Equipment	15-Feb-89	0	10	7.9	0.00	0.00	
Light Vehicles	15-Sep-87	0	5	9.3	--	0.00	
Shop Tools	1-Jan-81	0	15	16.0	--	0.00	
Computer/Software	1-Feb-95	0	5	1.9	0.00	0.00	
Fencing	1-Jun-79	0	30	17.6	0.00	0.00	
Total:		$0			$0	$0	$0

- - - - - - - - -

1999 WATER REVENUE REQUIREMENT & RATE DESIGN

Item Cost	%	Fixed	%	Variable
232,878	50	116,439	50	116,439
3,672	50	1,836	50	1,836
4,196	100	4,196	0	0
15,735	0	0	100	15,735
47,205	0	0	100	47,205
20,980	0	0	100	20,980
14,000	100	14,000	0	0
15,000	100	15,000	0	0
31,470	100	31,470	0	0
15,735	100	15,735	0	0
5,245	50	2,623	50	2,623
17,932	50	8,966	50	8,966
500	100	500	0	0
15,735	50	7,868	50	7,868
15,735	50	7,868	50	7,868
10,490	50	5,245	50	5,245
2,000	100	2,000	0	0
12,588	50	6,294	50	6,294
5,000	50	2,500	50	2,500
6000	100	6,000	0	0
7500	100	7,500	0	0
27274	100	27,274	0	0
2000	100	2,000	0	0
7867.5	100	7,868	0	0
3147	100	3,147	0	0
2098	100	2,098	0	0
5245	0	0	100	5,245
1049	100	1,049	0	0
2000	100	2,000	0	0
1995.63	0	0	100	1,996
552,271		301,474		250,798
	0.58		0.42	
532283		310498.42		221784.58
55,227				
-75,000		-43750.00		-18229.17
-75,368	1	-75368.39		
$989,413		$492,854		$454,353

				PROPOSED RATE	
========>	3.02	/TH.GAL.	USE ->	$4.25 /TH.GAL.	0.7503121
	|/			|/	
========>	16.40	/MO.	YIELDS ->	$11.68 /MO.	
	22.45	/MO. incl. min. gallons		20.18 /MO. incl. min. gallons	

1999 WATER REVENUE CONT.

2504
2,000
NE
150,239

# of Connections	Min. Bill	Minimum Bill Including Ga	Rev./Month	Rev./Year
2432	$11.68	$20.18	$49,073	$588,871
0	$ 19.50	$ 28.00	$0	$0
0	$ 38.89	$ 47.39	$0	$0
1	$ 62.24	$ 70.74	$71	$849
0	$ 93.42	$ 101.92	$0	$0
0	$ 116.78	$ 125.28	$0	$0
0	$ 194.67	$ 203.17	$0	$0
2	$ 389.22	$ 397.72	$795	$9,545
	TOTAL MINIMUM CHARGES=>			$599,266
GALLONAGE CHARGES=>	91,799 @	$4.25 /1,000 GAL		390,147
				$989,413

INSERT DATA:				
NO OF 5/8" CUST.=	2432	5/8", 3/4"	EQUIV.	2432
NO OF 1" CUST.=	0	1"	EQUIV.	0
NO OF 1-1/2" CUST=	0	1-1/2"	EQUIV.	0
NO OF 2" CUST.=	1	2"	EQUIV.	5.33
NO OF 2-1/2" CUST=	0	2-1/2"	EQUIV.	0
NO OF 3" CUST.=	0	3"	EQUIV.	0
NO OF 4" CUST.=	0	4"	EQUIV.	0
NO OF 6" CUST.=	2	6"	EQUIV.	66.66
	2435			2503.99
	2494.8			
	2435.4			

ANCE RESERVE INSTEAD
S =2376 AND ENDING CONNECTIONS = 2495, WHICH IS 5% GROWTH RATE
NET REVENUE GREATER THAN OR = 1.1 DEBT SERVICE?:
$587,510.12
$585,511.30

Gmail

joe gimenez <1129jjg@gmail.com>

Fwd: Rate Study Info

1 message

Dorothy Taylor <dtaylor27@me.com>
To: Joe Gimenez <1129jjg@gmail.com>

Mon, Feb 3, 2020 at 4:21 PM

Begin forwarded message:

From: Trent Hightower <Trent.Hightower@trwa.org>
Subject: Rate Study Info
Date: February 3, 2020 at 4:13:26 PM CST
To: Dorothy Taylor <dtaylor27@me.com>

Hi Dorothy,

I checked with our Deputy Executive Director, and we don't have enough investor-owned utility members to draw a sample of their rate data like we do for other types of systems. However, the rate study would give you lots of good info about what other utilities are charging across the state.

I also checked to see if Windemere participated in 2018, and was told you didn't, so you will have to purchase it. You can do that for $100 on our website (you need to be logged into your TRWA account to get to it). We do the survey every other year, so the 2020 survey should be going out sometime in May, and is due by the end of the summer for inclusion in the updated survey. As I mentioned, it's free to those who participate.

I hope this helps – let me know if you need anything else!

--
Trent Hightower
Assistant General Counsel
Texas Rural Water Association
1616 Rio Grande | Austin, Texas 78701
Phone: (512) 472-8591, x106
Fax: (512) 472-5186
www.trwa.org

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From: Trent Hightower <Trent.Hightower@trwa.org>
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Date: February 3, 2020 at 4:13:26 PM CST
To: Dorothy Taylor <dtaylor27@me.com>

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you in error, please notify the sender by return e-mail. Thank you.

Gmail

joe gimenez <1129jjg@gmail.com>

Fw: Windermere Oaks Rate Study

6 messages

George Burriss <watermgmt@yahoo.com> Fri, Feb 7, 2020 at 9:31 AM
To: Joe Gimenez <1129jjg@gmail.com>

Joe,

Here are James Smith's rate calculations based on hypothetical legal expenses.

George

----- Forwarded Message -----
From: James C. Smith, III <james.smith@trwa.org>
To: George Burriss <watermgmt@yahoo.com>
Sent: Friday, February 7, 2020, 9:13:26 AM CST
Subject: RE: Windermere Oaks Rate Study

George,

Here are the findings of the rates, I did four different ones A is 0, B is 30,000, C is 48,000, and D is 72,000.

Let me know if you need any thing more.

James Smith

Circuit Rider, Technical

Assistance Departmental

Texas Rural Water Association

1616 Rio Grande

Austin, TX. 78701

Office (512) 472-8591

Fax (512) 472-5186

Please note my email address has changed to:

James.Smith@trwa.org

www.trwa.org

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