



Control Number: 50789



Item Number: 4

Addendum StartPage: 0

City of Richland

PO Box 179
103 W. Main St.
Richland, TX 76681
(903)362-3707
(903)362-1953 fax
www.richlandtexas.org

Kenneth L. Guard - Mayor
Bruce Thomas - Chief Financial Officer
Shirley Thomas, Jodie Farmer, Caren Smith, Jay Tidwell and Mike Weempe – Council Members

May 15, 2020

Pleasant Grove WSC
PO Box 695
Fairfield, TX 75840-0012

To Whom it May Concern:

The City of Richland is applying for a CCN. We currently have water lines overlapping your CCN that were installed many years ago. We are requesting dual CCN with you in these areas.

In Navarro County along the southern edge of SW CR 2390, then travelling both ways on SW CR 2380.

The Public Utility Commission is requesting a letter from you consenting to the dual CCN.

We would appreciate it if you will send that letter to us. You may email it to richlandcity@hotmail.com or mail it to us at the address above.

If you are unwilling to consent, we will also need a letter stating that fact.

Please let me know if you have any questions.

Sincerely,



Sharon Settlemyer
City Secretary



Dual CCN

Sharon Settlemyer <richlandcity@hotmail.com>

Fri 5/15/2020 12:07 PM

To: David Weinkauff - Corbet Water Supply <weinkauffdavid@yahoo.com>

David,

I am trying to get our CCN, we talked about dual CCN on 2400 and 2410 where we could do a inter-connection. The PUC is asking for a letter from you stating that it's okay. Will you type one up for me?

Michelle is working out well for us, glad you introduced us.

Hope you have a great day!

God Bless!

Sharon Settlemyer

City Secretary

City of Richland

9 am to 2 pm weekdays

(903)362-3707

richlandcity@hotmail.com

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 4th day of January, 1994, between the CITY OF CORSICANA, Corsicana, Texas hereinafter referred to as the "Seller" and the CITY OF RICHLAND, Richland, Texas, hereinafter referred to as the "Purchaser".

WITNESSETH:

WHEREAS, the Purchaser is organized and established under the provisions of a General Law City in the State of Texas and, as such, proposes to purchase and rehabilitate and maintain a water supply and distribution system for public drinking water for its residents; and

WHEREAS, by City Commission approval of the Contract on the 3rd day of January, 1994, by the Seller, the sale of water to the Purchaser in accordance with the provisions of this contract was approved, and the execution of this contract by the Mayor and attestation by the City Secretary carries out the action of the City Commission; and

WHEREAS, by Resolution of the City Council of the City of Richland enacted on the 6th day of JANUARY, 1994, the purchase of water from the Seller in accordance with the terms set forth in this contract was approved, and the execution of this contract by the Mayor and attestation by the Secretary was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the Seller agrees:

1. **Quality and Quantity.** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Texas Natural Resource Conservation Commission in such quantity as may be required by the Purchaser not to exceed 400,000 gallons per day.

2. **Point of Delivery and Pressure.** That water will be furnished at a reasonably constant pressure from an existing 12" main supply at a point located near the intersection of Navarro Road and FM 739. It is contemplated that the Purchaser will furnish a ground storage tank and pumping facilities at or near this location. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. **Billing Procedure.** To provide the Purchaser with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

4. **Meter Ownership and Maintenance.** To furnish, install, operate and maintain at the point of delivery the necessary metering equipment, including a meter vault or pit and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every 12 months. A meter registering not more than 2.0% above or below the test result shall be deemed to be accurate. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. An appropriate official of the Purchaser, at all reasonable times, shall have access to the meter for the purpose of verifying its readings.

The Purchaser agrees:

1. **Rates and Payment Date.** To pay the Seller, not later than the 20th day following each monthly billing cycle for water delivered in accordance with the "schedule of rates" as hereinafter defined, said rates not to be altered or amended more often than annually as provided hereinafter. The said "schedule of rates", as hereinafter defined, shall be the then prevailing rate in effect at the time of initial delivery of water to Purchaser, said rate established yearly by the City Commission of the City of Corsicana. The rates shall include a base rate and a volume rate (per 1,000 gallons of water).

2. **Connection Fee.** To pay as an agreed cost, a tap and connection fee to connect the Seller's system with the system of the Purchaser. The connection fee shall be determined by the size of the tap, meter and meter vault required. A two inch (2") tap connection and meter will be placed for a fee not to exceed \$800. A six inch (6") tap connection, meter and vault will be placed for a fee not to exceed \$4,100.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. **Term of Contract.** That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and the Purchaser.

2. **Delivery of Water.** That 30 days prior to the estimated date of completion of construction of the Purchaser's ground storage tank and pumping facilities, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. **Failure to Deliver.** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

4. **Modification of Contract.** That the provisions of this contract pertaining to the "schedule of rates" to be paid by Purchaser to Seller for water are subject to modification at the end of every one year period. Any increase or decrease shall be based on system-wide rates charged water systems by Seller subject to the definition of "schedule of rates" as hereinafter set forth. Other provisions of this contract may be modified or altered by mutual agreement.

5. **Regulatory Agencies.** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

6. **Miscellaneous.** That the purchase and rehabilitation of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions thereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

7. **Successor to the Purchaser.** That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.

8. **Schedule of Rates.** Rates shall be interpreted, for all purposes under this contract, as meaning the rates being charged similar customers of Seller as stipulated in the City of Corsicana's Schedule of Rates set annually or less often by the City Commission of the City of Corsicana. The current rates under this contract, which are subject to modification as stated above, for a two inch (2") meter are \$55 per month, plus \$1.60 per 1,000 gallons of water used and, in addition to such rate, a charge of \$2.50 per 1,000 gallons used per month shall be charged when the water usage is in excess of the maximum amount agreed to be furnished by the City. The base rate for a six inch (6") meter as opposed to a two inch (2") meter is \$500, plus the other charges recited herein.

IN WITNESS THEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

SELLER:
CITY OF CORSICANA

By: Wilson Griffin
Wilson Griffin, Mayor

ATTEST:

Nelda J. Neal
Nelda J. Neal, City Secretary

PURCHASER:
CITY OF RICHLAND

By: Dwight L. Gansford
Mayor

ATTEST:

Arthur Patrick
Secretary, acting

This contract is approved on behalf of the Farmers Home Administration this 18th day of January, 19945.

By: Margaret L. Lash
Title: Rural Development Specialist