



Control Number: 50819



Item Number: 1

Addendum StartPage: 0

PUC DOCKET NO. 50819



**APPLICATION OF SHEROLL AND
ROGER RICHARDSON D/B/A
NORTHTOWN ACRES WATER
SUPPLY FOR A SALE OR TRANSFER
OF FACILITIES AND TO AMEND
CCN NO. 11704**

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**BEFORE THE STATE OFFICE
OF
ADMINISTRATIVE HEARINGS**

**APPLICATION FOR APPROVAL OF SALE OR TRANSFER OF FACILITIES
AND TO AMEND CCN NO. 11704**

Sheroll and Roger Richardson d/b/a Northtown Acres Water Supply (Northtown Acres) files this application for sale transfer or merger of facilities from the Estate of Herb Madison¹ to Sheroll and Roger Richardson d/b/a Northtown Acres Water Supply and for an amendment to Certificate of Convenience and Necessity (CCN) No. 11704 to include new territory currently being served by Northtown Acres. In support thereof, Northtown Acres respectfully shows as follows:

I. INTRODUCTION

Northtown Acres was originally established in 1975 by Herb Madison. Mr. Madison received CCN No. 11704 for Northtown Acres. In the late 1990s, Mr. Madison was asked to extend service to the customers in the North Petty Chapel Subdivision. The North Petty Chapel service area was completed and placed in service in 1997 and 1998, but never included in the service area for CCN No. 11704. Mr. Madison passed away in 2013, leaving the water utility CCN, water facilities, and business to his daughter, Sheroll Richardson. Sheroll and Roger Richardson have been operating the systems for approximately 20 years.

The purpose of this application is to get Northtown Acres in compliance with the Public Utility Commission's (PUC) CCN and rate regulations. As such, Northtown Acres is filing an STM Application (Attachment A) to transfer facilities and CCN from the Estate of Herb Madison to Sheroll and Roger Richardson d/b/a Northtown Acres Water Supply and filing an Application

¹ Herb Madison, father of Sheroll Richardson, passed away in 2013 leaving the water utility and facilities to Sheroll Richardson. Sheroll Richardson has been appointed as Administrator of the Estate of Herb Madison and is authorized to sign this petition on his behalf. See Attachment I.

to Amend the CCN (Attachment B) to incorporate the North Petty Chapel service area into Northtown Acres' CCN No. 11704.

Northtown Acres currently has a rate case pending, Docket No. 48819. The rate case has been abated so that Northtown Acres may make this filing to get in compliance with the Commission's CCN and rate regulations. Once an order to proceed is issued in this case, the rate case parties contemplated that the rate case will be unabated and Northtown Acres may proceed with its rate case.

II. JURISDICTION

Northtown Acres is a water utility under Texas Water Code (TWC) 13.002(23). The PUC has jurisdiction over this CCN amendment under TWC §§ 13.241 and jurisdiction over the sale or transfer proceeding under § 13.301. This proceeding affects all current customers of Northtown Acres.

III. AUTHORIZED REPRESENTATIVES AND SERVICE

The following individual is the authorized representatives of Northtown Acres:

Sheroll Richardson
Northtown Acres
18770 F.M. 709 N.
Dawson, Texas 76639
(254) 578-1601
snobiz@airmail.net

Counsel of record for Northtown Acres is as follows:

Stephen Mack
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Office: (512) 370-2873
Cell: (682) 554-7694
Facsimile: (512) 370-2850
e-mail: smack@winstead.com

Service of all pleadings and correspondence should be made on counsel of record.

IV. OVERVIEW OF THE APPLICATIONS AND SUMMARY OF ATTACHMENTS

Northtown Acres requests approval to sell or transfer all water utility facilities to Sherroll and Roger Richardson and to incorporate the North Petty Chapel Subdivision into Northtown Acres CCN No. 11704. The relevant information for the total utility and for the original Northtown Acres service area and the North Petty Chapel service area is as follows:

	Total Water Utility	Original Northtown Acres Service Area	North Petty Chapel Service Area
Year Established		1975	1997
Current Customer Count	202	158	44
PWS Identification	1750037	1750037	1750037
Purchased Water Contract	City of Corsicana	City of Corsicana	City of Corsicana
2018 Purchased Water Volumes	22,142,000	17,920,000	4,222,000
Other Water Source	None	None	None
Invested Capital ²	\$171,080	\$130,690	\$40,390
Accumulated Depreciation	\$101,668	\$84,678	\$16,990

Because the sale, transfer, merger application applies to all water facilities, the Sale, Transfer, Merger Application is filled out with information for the total water utility. The CNN amendment is filled out with information solely for the North Petty Chapel service area.

The applications and the information requested by both applications are being provided as attachments to this pleading. The attachments are as follows:

² The invested capital listed is as of December 31, 2018 and is taken from the year ending 2018 Annual Report. Much of the investment in the distribution system was not included in Northtown Acres' rate change request in Docket No. 48819. As such, Northtown Acres is searching for additional records and exploring the possibility of performing a trending study to reproduce the value of invested capital and reserves the right to request a different level of invested capital once the rate case is unabated.

- Attachment A: Sale, Transfer, Merger Application
- Attachment B: CCN Amendment Application
- Attachment C: Current Tariff including Schedules
- Attachment D: List of Assets to Be Transferred
- Attachment E: TCEQ Compliance Correspondence
- Attachment F: Purchased Water Contract
- Attachment G: Mapping
- Attachment H: Consent to Dual Certification
- Attachment I: Letter of Administration for Estate of Herb Madison
- Attachment J: Historical Financial Information
- Attachment K: Doing Business As Recordation

V. REQUEST FOR RELIEF

Northtown Acres respectfully requests that the Commission approve its application to sell or transfer all water utilities to Sheroll and Roger Richardson d/b/a Northtown Acres Water Company and that the Commission approve an amendment to CCN No. 11704 to include the North Petty Chapel service area.

Respectfully submitted,


WINSTEAD PC

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Austin, Texas 78701
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ATTORNEYS FOR NORTHTOWN ACRES



Application for Sale, Transfer, or Merger of a Retail Public Utility

Pursuant to Texas Water Code § 13.301 and 16 Texas Administrative Code § 24.239

Sale, Transfer, or Merger (STM) Application Instructions

- I. **COMPLETE:** In order for the Commission to find the application sufficient for filing, the Applicant should:
 - i. Provide an answer to every question and submit any required attachment applicable to the STM request (i.e., agreements or contracts).
 - ii. Use attachments or additional pages to answer questions as necessary. If you use attachments or additional pages, reference their inclusion in the form.
 - iii. Provide all mapping information as detailed in Part G: Mapping & Affidavits.
- II. **FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
 - i. **SEND TO:** Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (**NOTE: Electronic documents may be sent in advance of the paper copy, however they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records.**)
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
 - i. **DEFICIENT (Administratively Incomplete):** Applicants will be ordered to provide information to cure the deficiencies by a certain date, usually 30 days from ALJ's order. **Application is not accepted for filing.**
 - ii. **SUFFICIENT (Administratively Complete):** Applicants will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. **Application is accepted for filing.**
- IV. Once the Applicants issue notice, a copy of the actual notice sent and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may request a hearing on the merits.

HEARING ON THE MERITS: An affected party may request a hearing within 30 days of notice. In this event, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
- V. **TRANSACTION TO PROCEED:** at any time following the provision of notice, or prior to 120 days from the last date that proper notice was given, Commission Staff will file a recommendation for the transaction to proceed as proposed or recommend that the STM be referred to SOAH for further investigation. The Applicants will be required to file an update in the docket to the ALJ every 30 days following the approval of the transaction. The transaction must be completed within six (6) months from the ALJ's order (Note: The Applicants may request an extension to the 6 month provision for good cause).
- VI. **FILE:** Seven (7) copies of completed transaction documents and documentation addressing the transfer or disposition of any outstanding deposits. After receiving all required documents from the Applicants, the application will be granted a procedural schedule for final processing. The Applicants are requested to consent in writing to the proposed maps and certificates, or tariff if applicable.
- VII. **FINAL ORDER:** The ALJ will issue a final order issuing or amending the applicable CCNs.

FAQ:

Who can use this form?

Any retail public utility that provides water or wastewater service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) prior to any STM of a water or sewer system, or utility, or prior to the transfer of a portion of a certificated service area.

Terms

Transferor: Seller

Transferee: Purchaser

CCN: Certificate of Convenience and Necessity

STM: Sale, Transfer, or Merger

IOU: Investor Owned Utility

Application Summary

Transferor: Sheroll Richardson as Administrator of the Estate of Herb Madison

(selling entity)

CCN No.s: 11704

Sale
 Transfer
 Merger
 Consolidation
 Lease/Rental

Transferee: Sheroll and Roger Richardson dba Northtown Acres Water Supply

(acquiring entity)

CCN No.s: 11704

Water
 Sewer
 All CCN
 Portion CCN
 Facilities transfer

County(ies): Navarro

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Please mark the items included in this filing

<input type="checkbox"/> Contract, Lease, Purchase, or Sale Agreement	Part A: Question 1
<input checked="" type="checkbox"/> Tariff including Rate Schedule	Part B: Question 4
<input type="checkbox"/> List of Customer Deposits	Part B: Question 5
<input type="checkbox"/> Partnership Agreement	Part C: Question 7
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part C: Question 7
<input type="checkbox"/> Certificate of Account Status	Part C: Question 7
<input type="checkbox"/> Financial Audit	Part C: Question 10
<input type="checkbox"/> Application Attachment A & B	Part C: Question 10
<input type="checkbox"/> Disclosure of Affiliated Interests	Part C: Question 10
<input type="checkbox"/> Capital Improvement Plan	Part C: Question 10
<input checked="" type="checkbox"/> List of Assets to be Transferred	Part D: 11.B
<input type="checkbox"/> Developer Contribution Contracts or Agreements	Part D: 11.D
<input type="checkbox"/> Enforcement Action Correspondence	Part E: Question 18 (Part D: Q12)
<input checked="" type="checkbox"/> TCEQ Compliance Correspondence	Part F: Question 22
<input type="checkbox"/> TCEQ Engineering Approvals	Part F: Question 24
<input checked="" type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part F: Question 26
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part G: Question 29
<input checked="" type="checkbox"/> General Location (small scale) Map	Part G: Question 29
<input checked="" type="checkbox"/> Digital Mapping Data	Part G: Question 29
<input checked="" type="checkbox"/> Signed & Notarized Oath	Page 13-14

Part A: General Information

1. Describe the proposed transaction, including the effect on all CCNs involved, and provide details on the existing or expected land use in the area affected by the proposed transaction. Attach all supporting documentation, such as a contract, a lease, or proposed purchase agreements:

Sheroll Richardson inherited the North Town Acres water system and the North Petty water system from Herb Madison in 2013. Sheroll and Roger Richardson have been operating the systems for approximately 40 years providing retail water service to 158 retail customers through the North Town Acres system and 44 retail customers through the North Petty system. The purpose of this application is to transfer facilities and CCN No. 11704 to Sheroll and Roger Richardson and to incorporate the North Petty water system into CCN No. 11704.

2. The proposed transaction will require (check all applicable):

For **Transferee** (Purchaser) CCN:

- Obtaining a NEW CCN for Purchaser
- Transfer all CCN into Purchaser's CCN (Merger)
- Transfer Portion of CCN into Purchaser's CCN
- Transfer all CCN to Purchaser and retain Seller CCN
- Uncertificated area added to Purchaser's CCN

For **Transferor** (Seller) CCN:

- Cancellation of Seller's CCN
- Transfer of a Portion of Seller's CCN to Purchaser
- Only Transfer of Facilities, No CCN or Customers
- Only Transfer of Customers, No CCN or Facilities
- Only Transfer CCN Area, No Customers or Facilities

Part B: Transferor Information

Questions 3 through 5 apply only to the transferor (current service provider or seller)

3. A. Name: Sheroll Richardson as Administrator to the Estate of Herb Madison
(individual, corporation, or other legal entity)
 Individual Corporation WSC Other: _____

B. Mailing Address: 18770 F.M. 709N Dawson, Texas 76639

Phone: (254) 578-1622 Email: snobiz@airmail.net

- C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Sheroll Richardson Title: co-owner

Mailing Address: 18770 F.M. 709N Dawson, Texas 76639

Phone: (254) 578-1601 Email: sharoll.richardson18@gmail.com

4. If the utility to be transferred is an Investor Owned Utility (IOU), for the most recent rate change, attach a copy of the current tariff and complete A through B:

A. Effective date for most recent rates: April 6, 2020

- B. Was notice of this increase provided to the Public Utility Commission of Texas (Commission) or a predecessor regulatory authority?

No Yes Application or Docket Number: 48819

If the transferor is a Water Supply or Sewer Service Corporation, provide a copy of the current tariff.

5. For the customers that will be transferred following the approval of the proposed transaction, check all that apply:

- There are no customers that will be transferred
- # of customers without deposits held by the transferor 211
- # of customers with deposits held by the transferor* _____

*Attach a list of all customers affected by the proposed transaction that have deposits held, and include a customer indicator (name or account number), date of each deposit, amount of each deposit, and any unpaid interest on each deposit.

Part C: Transferee Information

Questions 6 through 10 apply only to the *transferee* (purchaser or proposed service provider)

6. A. Name: Sheroll and Roger Richardson dba Northtown Acres Water Supply

(individual, corporation, or other legal entity)

- Individual Corporation WSC Other:

B. Mailing Address: 18770 F.M. 709N Dawson, Texas 76639

Phone: (254) 578-1601 Email: sharoll.richardson18@gmail.com

C. Contact Person. Provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Sheroll Richardson Title: Co-owner

Address: 18770 F.M. 709N Dawson, Texas 76639

Phone: (254) 578-1601 Email: sharoll.richardson18@gmail.com

D. If the transferee is someone other than a municipality, is the transferee current on the Regulatory Assessment Fees (RAF) with the Texas Commission on Environmental Quality (TCEQ)?

- No Yes N/A

E. If the transferee is an IOU, is the transferee current on the Annual Report filings with the Commission?

- No Yes N/A

7. The legal status of the transferee is:

- Individual or sole proprietorship
- Partnership or limited partnership (*attach* Partnership agreement)

Corporation
Charter number (as recorded with the Texas Secretary of State): _____

Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]
Charter number (as recorded with the Texas Secretary of State): _____

Articles of Incorporation and By-Laws established (*attach*)

Municipally-owned utility

District (MUD, SUD, WCID, FWSD, etc.)

- County
- Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
- Other (please explain): _____

8. If the transferee operates under any d/b/a, provide the name below:

Name: Sheroll and Roger Richardson dba Northtown Acres Water Supply

9. If the transferee's legal status is anything other than an individual, provide the following information regarding the officers, members, or partners of the legal entity applying for the transfer:

Name:	<u>N/A</u>	
Position:	_____	Ownership % (if applicable): <u>0.00%</u>
Address:	_____	
Phone:	_____	Email: _____
Name:	_____	
Position:	_____	Ownership % (if applicable): <u>0.00%</u>
Address:	_____	
Phone:	_____	Email: _____
Name:	_____	
Position:	_____	Ownership % (if applicable): <u>0.00%</u>
Address:	_____	
Phone:	_____	Email: _____
Name:	_____	
Position:	_____	Ownership % (if applicable): <u>0.00%</u>
Address:	_____	
Phone:	_____	Email: _____

10. Financial Information

The transferee Applicant must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection taking the historical information of the transferor Applicant into consideration when establishing the projections.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test (16 Tex. Admin. Code § 24.11(e)(3)) for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Part D: Proposed Transaction Details

11. A. Proposed Purchase Price: \$ 0.00

If the transferee Applicant is an investor owned utility (IOU) provide answers to B through D.

B. Transferee has a copy of an inventory list of assets to be transferred (*attach*):

No Yes N/A

Total Original Cost of Plant in Service: \$ 171,080.00

Accumulated Depreciation: \$ 101,668.00

Net Book Value: \$ 69,412.00

C. **Customer contributions in aid of construction (CIAC):** Have the customers been billed for any surcharges approved by the Commission or TCEQ to fund any assets currently used and useful in providing utility service? Identify which assets were funded, or are being funded, by surcharges on the list of assets.

No Yes

Total Customer CIAC: \$

Accumulated Amortization: \$

D. **Developer CIAC:** Did the transferor receive any developer contributions to pay for the assets proposed to be transferred in this application? If so, identify which assets were funded by developer contributions on the list of assets and provide any applicable developer agreements.

No Yes

Total developer CIAC: \$

Accumulated Amortization: \$

12. A. Are any improvements or construction required to meet the minimum requirements of the TCEQ or Commission and to ensure continuous and adequate service to the requested area to be transferred plus any area currently certificated to the transferee Applicant? Attach supporting documentation and any necessary TCEQ approvals, if applicable.

No Yes

B. If yes, describe the source and availability of funds and provide an estimated timeline for the construction of any planned or required improvements:

13. Provide any other information concerning the nature of the transaction you believe should be given consideration:

The invested capital and accumulated depreciation identified above are provided on the 2019 Annual Report and are stated as of year end 2018. The accounting records do not currently include much of the investment in Northtown Acres' water distribution system. As such, Northtown Acres reserves the right to research historical records for more information or to perform a trending analysis to determine the proper level of investment in the pending rate case.

14. Complete the following proposed entries (listed below) as shown in the books of the Transferee (purchaser) after the acquisition. Debits (positive numbers) should equal credits (negative numbers) so that all line items added together equal zero. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations:

Utility Plant in Service:	\$	0.00
Accumulated Depreciation of Plant:	\$	0.00
Cash:	\$	0.00
Notes Payable:	\$	0.00
Mortgage Payable:	\$	0.00
(Proposed) Acquisition Adjustment*:	\$	0.00

* Acquisition Adjustments will be subject to review under 16 TAC § 24 41(d) and (e)

Other (NARUC account name & No.):

Other (NARUC account name & No.):

15. A. Explain any proposed billing change (NOTE: If the acquiring entity is an IOU, the IOU may not change the rates charged to the customers through this STM application. Rates can only be changed through the approval of a rate change application.)

None. Customers will continue to be charged historical rates.

B. If transferee is an IOU, state whether or not the transferee intends to file with the Commission, or an applicable municipal regulatory authority, an application to change rates for some or all of its customers as a result of the transaction within the next twelve months. If so, provide details below:

Yes. Applicant has a rate case currently pending, Docket No. 48819.

Part E: CCN Obtain or Amend Criteria Considerations

16. Describe, in detail, the anticipated impact or changes in the quality of retail public utility service in the requested area as a result of the proposed transaction:

No change in service is anticipated.

17. Describe the transferee's experience and qualifications in providing continuous and adequate service. This should include, but is not limited to: other CCN numbers, water and wastewater systems details, and any corresponding compliance history for all operations.

Sheroll and Roger Richardson have been in the water construction and service business over 40 years. Sheroll's father, the original owner of the systems was laying water and sewer lines in the 60's. Sheroll and Roger got involved in the early to mid-70's, when they were in high school, when Sheroll's dad started acquiring water systems. Sheroll and Roger learned from the bottom of the ditch, laying pipe, to operating machinery and installing entire developments. Sheroll and Roger read the meters, fix the leaks, install meters, take samples, anything it takes to run the system. Roger has an operators license.

18. Has the transferee been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes? Attach copies of any correspondence with the applicable regulatory agency(ies)

No Yes

19. Explain how the environmental integrity or the land will be impacted or disrupted as a result of the proposed transaction:

The proposed transaction will have no impact on or disruption of the environmental integrity of the land.

20. How will the proposed transaction serve the public interest?

The proposed transaction will serve the public interest by assuring that Northtown Acres is able to provide continuous and adequate service to its current customers and provide Northtown Acres the ability to change rates.

21. List all neighboring water or sewer utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service within two (2) miles from the outer boundary of the requested area affected by the proposed transaction:

City of Corsicana
City of Rice
Chatfield Water Supply Corporation
Northcrest Water System
Rice Water Supply & Sewer Service Corp

Part F: TCEQ Public Water System or Sewer (Wastewater) Information

Complete Part F for EACH Public Water or Sewer system to be transferred subject to approval of the transaction. Attach a separate sheet with this information if you need more space for additional systems being transferred.

22. A. For Public Water System (PWS):

TCEQ PWS Identification Number: 1750037 (7 digit ID)

Name of PWS: North Town Acres

Date of last TCEQ compliance inspection: November 21, 2017 (attach TCEQ letter)

Subdivisions served: North Town Acres and North Petty Chapel

B. For Sewer service:

TCEQ Water Quality (WQ) Discharge Permit Number: WQ - (8 digit ID)

Name of Wastewater Facility: _____

Name of Permittee: _____

Date of last TCEQ compliance inspection: _____ (attach TCEQ letter)

Subdivisions served: _____

Date of application to transfer permit *submitted* to TCEQ: _____

23. List the number of *existing* connections, by meter/connection type, to be affected by the proposed transaction:

Water				Sewer	
	Non-metered	2	2"		Residential
169	5/8" or 3/4"	0	3"		Commercial
37	1"	0	4"		Industrial
3	1 1/2"	0	Other		Other
Total Water Connections:			211	Total Sewer Connections:	

24. A. Are any improvements required to meet TCEQ or Commission standards?

No Yes

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:

C. Is there a moratorium on new connections?

No Yes:

25. Does the system being transferred operate within the corporate boundaries of a municipality?

No Yes: City of Corsicana (name of municipality)

If yes, indicate the number of customers within the municipal boundary.

Water: 0 Sewer: _____

26. A. Does the system being transferred purchase water or sewer treatment capacity from another source?
 No Yes: If yes, attach a copy of purchase agreement or contract.

Capacity is purchased from: City of Corsicana

Water: x

Sewer: _____

B. Is the PWS required to purchase water to meet capacity requirements or drinking water standards?
 No Yes

C. What is the amount of water supply or sewer treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:	22,142,000.00	100.00%
Sewer:		0.00%

D. Will the purchase agreement or contract be transferred to the Transferee?
 No Yes:

27. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

No Yes:

28. List the name, class, and TCEQ license number of the operator that will be responsible for the operations of the water or sewer utility service:

Name (as it appears on license)	Class	License No.	Water or Sewer
Roger Richardson	D	WO0035528	Water

Part G: Mapping & Affidavits

ALL applications require mapping information to be filed in conjunction with the STM application.
Read question 29 A and B to determine what information is required for your application.

29. A. For applications requesting to transfer an entire CCN, without a CCN boundary adjustment, provide the following mapping information with each of the seven (7) copies of the application:

1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The following guidance should be adhered to:
 - i. If the application requests to transfer certificated service areas for both water and sewer, separate maps must be provided for each.
 - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.

- iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.

- 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made and natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map must be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application requests an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 - iv. The outer boundary of the requested area should not be covered by any labels, roads, city limits or extraterritorial jurisdiction (ETJ) boundaries.

B. For applications that are requesting to include area not currently within a CCN, or for applications that require a CCN amendment (any change in a CCN boundary), such as the transfer of only a portion of a certificated service area, provide the following mapping information with each of the seven (7) copies of the application:

- 1. A general location (small scale) map identifying the requested area with enough detail to locate the requested area in reference to the nearest county boundary, city, or town. Please refer to the mapping guidance in part A 1 (above).
- 2. A detailed (large scale) map identifying the requested area with enough detail to accurately locate the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, or railroads. Please refer to the mapping guidance in part A 2 (above).
- 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part A 2 (above);
 - ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part A 2 (above); or
 - iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drive), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

Part H: Notice Information (North Petty Chapel Service Area)

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice of the application until it is found sufficient and the Applicants are ordered to provide notice.

30. Complete the following using verifiable man-made or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 232.00

Number of customer connections in the requested area: 44

Affected subdivision : North Petty Chapel

The closest city or town: City of Corsicana

Approximate mileage to closest city or town center: 2

Direction to closest city or town: South West

The requested area is generally bounded on the North by: .4 mile south of NE County Road 0100

on the East by: 260 feet East of NE County Road 0080

on the South by: 750 feet South of FM 3041 a.k.a. W. Roane Road

on the West by: IH 45

31. A copy of the proposed map will be available at: the office of North Town Acres

32. What effect will the proposed transaction have on an average bill to be charged to the affected customers? Take into consideration the average consumption of the requested area, as well as any other factors that would increase or decrease a customer's monthly bill.

All of the customers will be charged the same rates they were charged before the transaction.

All of the customers will be charged different rates than they were charged before the transaction.

higher monthly bill lower monthly bill

Some customers will be charged different rates than they were charged before
(i.e. inside city limit customers)

higher monthly bill lower monthly bill

Oath for Transferor (Transferring Entity)

STATE OF Texas

COUNTY OF Navarro

I, _____ being duly sworn, file this application for sale,
transfer,
merger, consolidation, acquisition, lease, or
rental, as **Administrator of the Estate of Herb Madison**

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the _____ of _____, 20_____

SEAL

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

PRINT OR TYPE NAME OF NOTARY

My commission expires: _____

Oath for Transferee (Acquiring Entity)

STATE OF Texas

COUNTY OF Navarro

I, _____ being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the _____ of _____, 20 _____

SEAL

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

PRINT OR TYPE NAME OF NOTARY

My commission expires: _____

Oath for Transferee (Acquiring Entity)

STATE OF Texas

COUNTY OF Navarro

I, Roger Richardson being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as owner (owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

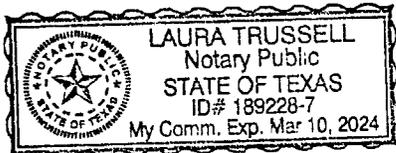
[Handwritten signature of Roger Richardson]

AFFLIANT (Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas this day the 4 of May, 2020

SEAL



[Handwritten signature of Laura Trussell]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

[Handwritten name of Laura Trussell]

PRINT OR TYPE NAME OF NOTARY

My commission expires: 3-10-2024

Oath for Transferor (Transferring Entity)

STATE OF Texas

COUNTY OF Navarro

I, Sheroll Richardson being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as Administrator of the Estate of Herb Madison

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

Sheroll Richardson

AFFIANT

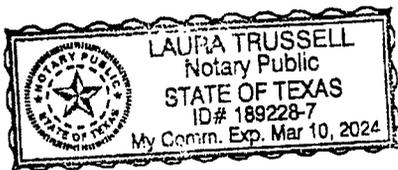
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas

this day the 4 of May, 2020

SEAL



Laura Trussell

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Laura Trussell

PRINT OR TYPE NAME OF NOTARY

My commission expires:

3-10-2024

Part H: Notice Information (Original North Town Acres Service Area)

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice of the application until it is found sufficient and the Applicants are ordered to provide notice.

30. Complete the following using verifiable man-made or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 1,810.00

Number of customer connections in the requested area: 167

Affected subdivision : North Town Acres

The closest city or town: City of Corsicana

Approximate mileage to closest city or town center: 2

Direction to closest city or town: Southeast

The requested area is generally bounded on the North by: Chambers Creek

on the East by: IH 45

on the South by: NW County Road 0001

on the West by: 330 feet West of NW County Road 0010

31. A copy of the proposed map will be available at: office of North Town Acres

32. What effect will the proposed transaction have on an average bill to be charged to the affected customers? Take into consideration the average consumption of the requested area, as well as any other factors that would increase or decrease a customer's monthly bill.

All of the customers will be charged the same rates they were charged before the transaction.

All of the customers will be charged different rates than they were charged before the transaction.

higher monthly bill lower monthly bill

Some customers will be charged different rates than they were charged before
(i.e. inside city limit customers)

higher monthly bill lower monthly bill

Applicant's Oath

STATE OF Texas

COUNTY OF Navarro

I, Roger Richardson being duly sworn, file this application to obtain or amend a water or sewer CCN, as owner (owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.

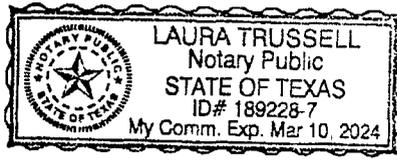
[Handwritten Signature]

AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 4 of May, 2020

SEAL



[Handwritten Signature]

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

[Handwritten Name]

PRINT OR TYPE NAME OF NOTARY

My commission expires: 3-10-2024



Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

Pursuant to 16 Texas Administrative Code (TAC) Chapter 24, Substantive Rules Applicable to Water and Sewer Service Providers, Subchapter G: Certificates of Convenience and Necessity

CCN Application Instructions

- I. **COMPLETE:** In order for the Commission to find the application sufficient for filing, you should adhere to the following:
 - i. Answer every question and submit all required attachments.
 - ii. Use attachments or additional pages if needed to answer any question. If you use attachments or additional pages, reference their inclusion in the form.
 - iii. Provide all mapping information as detailed in Part F: Mapping & Affidavits.
 - iv. Provide any other necessary approvals from the Texas Commission on Environmental Quality (TCEQ), or evidence that a request for approval is being sought at the time of filing with the Commission.
- II. **FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
SEND TO: Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (NOTE: Electronic documents may be sent in advance of the paper copy; however, they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records.)
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
 - i. **DEFICIENT (Administratively Incomplete):** Applicant will be ordered to provide information to cure the deficiencies by a certain date (usually 30 days from ALJ's order). ***Application is not accepted for filing.***
 - ii. **SUFFICIENT (Administratively Complete):** Applicant will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. ***Application is accepted for filing.***
- IV. Once the Applicant issues notice, a copy of the actual notice sent (including any map) and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may choose to take one of the following actions:
 - i. **HEARING ON THE MERITS:** an affected party may request a hearing on the application. The request must be made within 30 days of notice. If this occurs, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
 - ii. **LANDOWNER OPT-OUT:** A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. **PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. **FINAL RECOMMENDATION:** After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

FAQ:

Who can use this form?

Any retail public utility that provides or intends to provide retail water or wastewater utility service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) must use this form to obtain or amend a CCN prior to providing retail water or sewer utility service in the requested area.

What is the purpose of the application?

A CCN Applicant is required to demonstrate financial, managerial, and technical (FMT) capability to provide continuous and adequate service to any requested area. The questions in the application are structured to support an Applicant's FMT capabilities, consistent with the regulatory requirements.

Application Summary

Applicant: Sheroll and Roger Richardson d/b/a Northtown Acres

CCN No. to be amended: 11704

or Obtain NEW CCN Water Sewer

County(ies) affected by this application: Navarro

Dual CCN requested with: City of Corsicana and Chatfield WSC

CCN No.: 10776 and 11086 (name of retail public utility)
 Portion or All of requested area

Decertification of CCN for: _____
(name of retail public utility)
CCN No.: _____ Portion or All of requested area

Table of Contents

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Please mark the items included in this filing

- | | |
|---|-----------------------|
| <input type="checkbox"/> Partnership Agreement | Part A: Question 4 |
| <input type="checkbox"/> Articles of Incorporation and By-Laws (WSC) | Part A: Question 4 |
| <input type="checkbox"/> Certificate of Account Status | Part A: Question 4 |
| <input checked="" type="checkbox"/> Franchise, Permit, or Consent letter | Part B: Question 7 |
| <input type="checkbox"/> Existing Infrastructure Map | Part B: Question 8 |
| <input type="checkbox"/> Customer Requests For Service in requested area | Part B: Question 9 |
| <input type="checkbox"/> Population Growth Report or Market Study | Part B: Question 10 |
| <input type="checkbox"/> TCEQ Engineering Approvals | Part B: Question 11 |
| <input type="checkbox"/> Requests & Responses For Service to ½ mile utility providers | Part B: Question 12.B |
| <input type="checkbox"/> Economic Feasibility (alternative provider) Statement | Part B: Question 12.C |
| <input type="checkbox"/> Alternative Provider Analysis | Part B: Question 12.D |
| <input type="checkbox"/> Enforcement Action Correspondence | Part C: Question 16 |
| <input checked="" type="checkbox"/> TCEQ Compliance Correspondence | Part D: Question 20 |
| <input checked="" type="checkbox"/> Purchased Water Supply or Treatment Agreement | Part D: Question 23 |
| <input type="checkbox"/> Rate Study (new market entrant) | Part E: Question 28 |
| <input checked="" type="checkbox"/> Tariff/Rate Schedule | Part E: Question 29 |
| <input type="checkbox"/> Financial Audit | Part E: Question 30 |
| <input type="checkbox"/> Application Attachment A & B | Part E: Question 30 |
| <input type="checkbox"/> Capital Improvement Plan | Part E: Question 30 |
| <input type="checkbox"/> Disclosure of Affiliated Interests | Part E: Question 31 |
| <input checked="" type="checkbox"/> Detailed (large scale) Map | Part F: Question 32 |
| <input checked="" type="checkbox"/> General Location (small scale) Map | Part F: Question 32 |
| <input checked="" type="checkbox"/> Digital Mapping Data | Part F: Question 32 |
| <input checked="" type="checkbox"/> Signed & Notarized Affidavit | Page 12 |

Part A: Applicant information

1. A. Name: Sheroll and Roger Richardson dba Northtown Acres Water Supply
(individual, corporation, or other legal entity)

Individual Corporation WSC Other: _____

B. Mailing Address: 18770 F.M. 709N Dawson, Texas 76639

Phone No.: (254) 578-1622 Email: snobiz@airmail.net

C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Sheroll Richardson Title: Owner

Mailing Address: 18770 F.M. 709N Dawson, Texas 76639

Phone No.: (254) 578-1601 Email: sharoll.richardson18@gmail.com

2. If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?

Yes No N/A

3. If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?

Yes No If no, please state the last date an Annual Report was filed: _____

4. The legal status of the Applicant is:

- Individual or sole proprietorship
- Partnership or limited partnership (*attach* Partnership agreement)
- Corporation: Charter number (recorded with the Texas Secretary of State): _____
- Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]
Charter number (as recorded with the Texas Secretary of State): _____
- Articles of Incorporation and By-Laws established (*attach*)
- Municipally-owned utility
- District (MUD, SUD, WCID, FWSD, PUD, etc.)
- County
- Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
- Other (please explain): _____

5. If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:

Name: Sheroll and Roger Richardson dba Northtown Acres Water Supply

Part B: Requested Area Information

6. Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.

The requested area is currently served by Sheroll and Roger Richardson dba Northtown Acres Water Supply, and has been for 20 years. Applicants request dual certification with the City of Corsicana and Chatfield WSC for current customers of Northtown Acres. Copies of letters of consent to dual certification are attached.

7. The requested area (check all applicable):

- Currently receives service from the Applicant Is being developed with no current customers
 Overlaps or is within municipal boundaries Overlaps or is within district boundaries

Municipality: City of Corsicana District: _____

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

See Attachment H, consent letters from the City of Corsicana and Chatfield WSC.

8. Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:

The requested area has been served by Sheroll and Roger Richardson dba Northtown Acres Water Supply for 20 years. As such, current customers have a need for continued service.

9. Has the Applicant received any requests for service within the requested area?

- Yes* No *Attach copies of all applicable requests for service and show locations on a map

10. Is there existing or anticipated growth in the requested area?

- Yes* No *Attach copies of any reports and market studies supporting growth

11. A. Will construction of any facilities be necessary to provide service to the requested area?

- Yes* No *Attach copies of TCEQ approval letters

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: Not applicable.

C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:

Not applicable.

D. Describe the source and availability of funds for any required facilities to serve the requested area:

Not applicable.

Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.

12. A. If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:

Not applicable.

B. Did the Applicant request service from each of the above water or sewer utilities?

Yes*

No

*Attach copies of written requests and copies of the written response

C. Attach a statement or provide documentation explaining why it is not economically feasible to obtain retail service from the water or sewer retail public utilities listed above.

D. If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:

- (A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;
- (B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and
- (C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.

13. Explain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the proximate area, and any landowners in the requested area. The statement should address, but is not limited to, regionalization, compliance, and economic effects.

There is no anticipated impact to the Applicant, any retail public utility of the same kind serving in the proximate area, or any landowners in the requested area as customers within the proposed area have been customers of Sheroll and Roger Richardson dba Northtown Acres Water Supply for 20 years.

Part C: CCN Obtain or Amend Criteria Considerations

14. Describe the anticipated impact and changes in the quality of retail utility service for the requested area:

None.

15. Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:

Sheroll and Roger Richardson dba Northtown Acres Water Supply have been providing continuous and adequate service to the current customers for 20 years. Roger Richardson is licensed as a Class D Water Operator.

16. Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?

Yes* No

*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements.

17. Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:

The environmental integrity of the land will not be impacted or disrupted as a result of granting the CCN as the water system is already installed and has been serving customers for 20 years.

18. Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?

Not applicable.

19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:

City of Corsicana
 City of Rice
 Chatfield Water Supply
 Rice Water Supply Corp

Part D: TCEQ Public Water System or Sewer (Wastewater) Information

20. A. Complete the following for all Public Water Systems (PWS) associated with the Applicant's CCN:

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
1750037	North Town Acres	11/21/2017	North Town Acres and North Petty Chapel

*Attach evidence of compliance with TCEQ for each PWS

- B. Complete the following for all TCEQ Water Quality (WQ) discharge permits associated with the Applicant's CCN:

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	Subdivisions served:
WQ- N/A			
WQ-			
WQ-			
WQ-			

*Attach evidence of compliance with TCEQ for each Discharge Permit

- C. The requested CCN service area will be served via: PWS ID: 1750037
WQ -

21. List the number of existing connections for the PWS & Discharge Permit indicated above (Question 20. C.):

Water				Sewer	
	Non-metered	2	2"		Residential
129	5/8" or 3/4"		3"		Commercial
33	1"		4"		Industrial
3	1 1/2"		Other		Other
Total Water Connections:		167		Total Sewer Connections:	

22. List the number of additional connections projected for the requested CCN area:

Water				Sewer	
	Non-metered		2"		Residential
40	5/8" or 3/4"		3"		Commercial
4	1"		4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:		44		Total Sewer Connections:	

23. A. Will the system serving the requested area purchase water or sewer treatment capacity from another source?

Yes* No *Attach a copy of purchase agreement or contract.

Capacity is purchased from:

Water: City of Corsicana

Sewer: _____

B. Are any of the Applicants PWS's required to purchase water to meet the TCEQ's minimum capacity requirements or TCEQ's drinking water standards?

Yes No

C. What is the amount of supply or treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:	4,222,000	100%
Sewer:		0%

24. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

Yes No

25. List the name, class, and TCEQ license number of the operators that will be responsible for the operations of the water or sewer utility service provided to the requested area:

Name (as it appears on license)	Class	License No.	Water/Sewer
Roger Richardson	D	WO0035528	Water

26. A. Are any improvements required for the existing PWS or sewer treatment plant to meet TCEQ or Commission standards?

Yes No

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:
Not applicable		

27. Provide a map (or maps) showing all facilities for production, transmission, and distribution, and the location of existing or proposed customer connections, in the requested area. Facilities should be identified on subdivision plats, engineering planning maps, or other large scale maps. Color coding can be used, and is encouraged, to distinguish types of facilities.

Part E: Financial Information

28. If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of this rate filing package is to revise a utility's tariff to adjust the rates to a historic test year and to true up the new tariff rates to the historic test year. It is the Applicant's responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Any dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as an offset to rate base for ratemaking purposes.

29. If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate:

A. Effective date for most recent rates: 4/6/2020

B. Was notice of this increase provided to the Commission or a predecessor regulatory authority?

No Yes

Application or Docket Number: 48819

C. If notice was not provided to the Commission, please explain why (ex: rates are under the jurisdiction of a municipality)

If the Applicant is a Water Supply or Sewer Service Corporation (WSC/SSC) and seeking to obtain a CCN, attach a copy of the current tariff.

30. **Financial Information**

Applicants must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Commission Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

- 31.** Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant.

DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

Part F: Mapping & Affidavits

- 32.** Provide the following mapping information with each of the seven (7) copies of the application:
1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance:
 - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
 - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map should be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made and/or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application includes an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part 2 (above);

- ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part 2 (above); or
- iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drives), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

Part G: Notice Information

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice until the application is deemed sufficient for filing and the Applicant is ordered to provide notice.

33. Complete the following using verifiable man-made and/or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 232

Number of customer connections in the requested area: 44

The closest city or town: City of Corsicana

Approximate mileage to closest city or town center: 2

Direction to closest city or town: Southwest

The requested area is generally bounded on the North by: CR 0100

on the East by: N.E. CR 0080

on the South by: FM 3041

on the West by: IH 35

34. A copy of the proposed map will be available at Office of Northtown Acres Water Supply

Applicant's Oath

STATE OF Texas

COUNTY OF Navarro

I, _____ being duly sworn, file this application to
obtain or amend a water or sewer CCN, as _____
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.

AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the _____ **of** _____ **, 20** _____

SEAL

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

PRINT OR TYPE NAME OF NOTARY

My commission expires: _____

Public Utility Commission of Texas

Memorandum

TO: Central Records

FROM: Eleanor D’Ambrosio, Legal Division
Kathryn Eiland, Rate Regulation Division

DATE: April 16, 2020

RE: **PUC Docket No. 48819** – Application of Northtown Acres Water Supply for Authority to Change Rates; Tariff for water certificate of convenience and necessity number 11704

CC: Sheroll Richardson, Stephen Mack, Mark Parker, and Frank Marx, III

The attached water tariff is filed in accordance with SOAH Order No. 5, issued on April 6, 2020, approving interim rates for Northtown Acres Water Supply effective on the first billing cycle following the date of the order. A copy of the attached tariff is provided to be stamped *Approved* and placed in the Commission’s tariff book. The rates contained in the attached tariff will be in effect until the Commission issues a final decision on the requested rate change or until another interim rate is established.

List of Tariff Pages Included:

SECTION 1.0 -- RATE SCHEDULE.....	2
SECTION 2.0 -- SERVICE RULES AND POLICIES	4
SECTION 3.0 -- EXTENSION POLICY	11

APPENDIX A -- DROUGHT CONTINGENCY PLAN
APPENDIX B – APPLICATION FOR SERVICE
APPENDIX C -- SAMPLE SERVICE AGREEMENT

All parties to Docket No. 48819 have been copied on this memo.



WATER UTILITY TARIFF
Docket No: 48819

North Town Acres Water Company
(Utility Name)

18760 FM 709 N
(Business Address)

Dawson, Texas 76639
(City, State, Zip Code)

(254) 578-1601
(Area Code/Telephone)

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

11704

This tariff is effective in the following county:

Navarro

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

n/a

This tariff is effective in the following subdivisions or systems:

PWS #1750037

TABLE OF CONTENTS

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

SECTION 1.0 -- RATE SCHEDULE.....	2
SECTION 2.0 -- SERVICE RULES AND POLICIES	4
SECTION 3.0 -- EXTENSION POLICY	11

- APPENDIX A -- DROUGHT CONTINGENCY PLAN
- APPENDIX B -- APPLICATION FOR SERVICE
- APPENDIX C -- SAMPLE SERVICE AGREEMENT

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

The presiding officer has established the following interim rates to become effective on the first billing cycle following April 6, 2020, and to remain in effect until a final rate determination is made or another interim rate is established in Docket No. 48819.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u> (Includes 0 gallons of usage)	<u>Gallage Charge</u>
5/8"	\$18.75	\$3.00 per 1000 gallons from 1,000 to 10,000 gallons
3/4"	\$28.05	\$3.25 per 1000 gallons from 10,001 to 25,000 gallons
1"	\$46.75	\$3.75 per 1000 gallons over 25,001 gallons
1½"	\$93.50	
2"	\$149.60	

City of Corsicana Purchased Water Fee

Pass-Through Fee Applied to Gallage Charge.....\$1.96 per 1,000 gallons

FORM OF PAYMENT: The utility will accept the following form(s) of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT 1.0%

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

Section 1.02 - Miscellaneous Fees

TAP FEE\$300.00

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

TAP FEE (Unique costs)Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter).....Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE Actual Relocation Cost, Not to Exceed Tap Fee

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER TEST FEE\$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

Docket No. 48819

SECTION 1.0 -- RATE SCHEDULE (Continued)

RECONNECTION FEE

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

- a) Non-payment of bill (Maximum \$25.00).....\$25.00
- b) Customer's request that service be disconnected\$45.00

TRANSFER FEEN/A

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

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)\$5.00

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

RETURNED CHECK CHARGE\$10.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

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

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

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE.....N/A

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. 16 TAC § 24.25(b)(2)(G).

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

PURCHASED WATER ADJUSTMENT CLAUSE:

New Minimum Charge = Existing minimum charge + (change in purchased water base rate charge) / (number of customers)

New Gallonage Charge = Existing gallonage charge + change in gallonage charge per 1000 gallons*

*The "Change in Gallonage Charge per 1000 gallons" is equal to the City of Corsicana's volume rate charge corresponding to usage below 5,000,000 gallons per month.

*The "Change in purchased water base rate" is based on the City of Corsicana's rate for a 4" master meter for Northtown Acres. (This is not based on individual meter).

SECTION 2.0 - SERVICE RULES AND POLICIES

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

Section 2.01 - Application for Water Service

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

Section 2.02 - Refusal of Service

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

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

(A) Customer Deposits

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

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

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

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

paid 18 consecutive billings without being delinquent.

(B) Tap or Reconnect Fees

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

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

(C) Easement Requirement

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

Section 2.04 - Utility Response to Applications for Service

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

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

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

Section 2.05 - Customer Responsibility

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

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

Section 2.06 - Customer Service Inspections

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

Section 2.07 - Back Flow Prevention Devices

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

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

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC

Docket No. 48819

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

§ 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

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

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

Section 2.08 - Access to Customer's Premises

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

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

Docket No. 48819

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

Section 2.09 - Meter Requirements, Readings, and Testing

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

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

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

Section 2.10 - Billing

(A) Regular Billing

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

(B) Late Fees

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

(C) Information on Bill

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

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

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

Section 2.11 - Payment

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

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

Section 2.12 - Service Disconnection

(A) With Notice

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

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

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

(B) Without Notice

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

Section 2.13 - Reconnection of Service

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

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

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

Section 2.14 - Service Interruptions

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

Section 2.15 - Quality of Service

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

Section 2.16 - Customer Complaints and Disputes

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

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

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

Section 2.17 - Customer Liability

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

SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

Line Extension and Construction Charges: No Contribution in Aid of Construction may be required of any customer except as provided for in this approved extension policy.

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

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

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

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

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

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

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

Exceptions may be granted by the Commission if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;

SECTION 3.0 – EXTENSION POLICY (Continued)

- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

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

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

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

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

Section 3.03 - Contributions in Aid of Construction

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

SECTION 3.0 – EXTENSION POLICY (Continued)

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

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

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

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

Section 3.04 - Appealing Connection Costs

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

SECTION 3.0 – EXTENSION POLICY (Continued)

Section 3.05 - Applying for Service

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

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

Section 3.06 - Qualified Service Applicant

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

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent

SECTION 3.0 – EXTENSION POLICY (Continued)

to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

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

APPENDIX A – DROUGHT CONTINGENCY PLAN

“This page incorporates by reference the utility’s Drought Contingency Plan, as approved and periodically amended by the Texas Commission on Environmental Quality.”

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

APPENDIX C -- SAMPLE SERVICE AGREEMENT
From 30 TAC § 290.47(b), Appendix B

SERVICE AGREEMENT

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

- II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

 - C. No connection which allows water to be returned to the public drinking water supply is permitted.

 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. SERVICE AGREEMENT. The following are the terms of the service agreement between the NAME OF WATER SYSTEM (the Water System) and NAME OF CUSTOMER (the Customer).

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

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

APPLICATION FOR APPROVAL OF SALE OR TRANSFER OF FACILITIES
AND TO AMEND CCN NO. 11704

STATE OF TEXAS

COUNTY OF NAVARRO

ATTACHMENT D – INVENTORY AFFIDAVIT

I, Roger Richman being duly sworn, file this affidavit concerning the inventory of water distribution facilities being transferred as part of the CCN transfer in the above referenced case. I am qualified and authorized to file and verify such inventory, and all statements and matters set forth herein are true and correct.

I have constructed, owned, operated, and maintained the water distribution system of Northtown Acres for more than twenty years. I have extensive personal knowledge of Northtown Acres's water distribution system. I affirm that the attached inventory provides a true and accurate inventory of the water distribution systems of Northtown Acres Water Supply that is subject to the transfer of CCN in this proceeding.

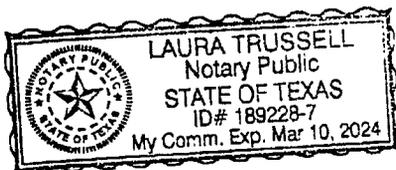
Roger Richman
AFFIANT
(Utility's Authorized Representative)

Northtown Acres Water Supply
NAME OF UTILITY

SUBSCRIBED AND SWORN TO BEFORE

this the 4 day of May, 20 20, to certify which witness my hand and seal of office.

SEAL



Laura Trussell
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Laura Trussell
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES 3-10-2024

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ROGER D RICHARDSON

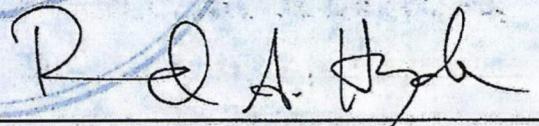
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS D WATER OPERATOR

License Number: WO0035528

Issue Date: 08/30/2017

Expiration Date: 07/17/2020



Executive Director

Texas Commission on Environmental Quality

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Stephanie Bergeron Perdue, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 1, 2018

Mr. Roger Richardson, Owner
North Town Acres
18770 FM 709 N
Dawson, TX 76639

Re: Notice of Compliance with Notice of Violation (NOV) dated January 18, 2018:
North Town Acres, Intersection of N.W. CR 0001 and North Beaton Street, Corsicana,
Navarro County, Texas
RN 102674348, PWS ID No.1750037, Investigation No. 1485564

Dear Mr. Richardson:

This letter is to inform you that Texas Commission on Environmental Quality (TCEQ) Dallas/Fort Worth (D/FW) Regional Office has received adequate compliance documentation on February 9, 2017, to resolve the alleged violations documented during the investigation of the above-referenced regulated entity conducted on November 21, 2017. Based on the information submitted, no further action is required concerning this investigation.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Mr. Caldwell at the D/FW Regional Office at 817-588-5860.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Marshall".

Charles Marshall
Team Leader, Public Water Supply Program
D/FW Regional Office
Texas Commission on Environmental Quality
CM/mlc

Enclosure: Summary of Investigation Findings

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Public Water System/Supply Registration 1750037**

For: **NORTH TOWN ACRES (RN102674348)**

N OF CORSICANA ON NORTH BEATON 1/2 BLOCK PAST GRAV

Registration Status: **ACTIVE**

Held by: **RICHARDSON, ROGER D (CN602166621)** View 'Issued To' History
OWNER Since 10/15/2009 View Compliance History

Now Known As:

Mailing Address: Not on file

Held by: **RICHARDSON, SHAROLL (CN604656629)** View 'Issued To' History
OWNER Since 10/15/2009 View Compliance History

Now Known As:

Mailing Address: Not on file

Effective Enforcement Orders Current TCEQ Rules

Type	Effective Date	Docket Number	Citation/Requirement Provision	Violation Allegation	Classification
ADMINISTRATIVE ORDER	04/04/2015	2014-1185-PWS-E	30 TAC Chapter 290, SubChapter D 290.42(l) (Not applicable to CH)	Failure to maintain a complete, thorough, and up-to-date plant operation manual for operator review and reference.	MODERATE
ADMINISTRATIVE ORDER	04/04/2015	2014-1185-PWS-E	30 TAC Chapter 290, SubChapter D 290.46(e)(3)(A) ; 5A THSC Chapter 341, SubChapter A 341.033(a) (Not applicable to CH)	Failure to operate the Facility under the direct supervision of a water works operator who holds a minimum of a Class "D" or higher license. At the time of the investigation, the Facility was operated by a person who did not have a water works operator license.	MAJOR
ADMINISTRATIVE ORDER	04/04/2015	2014-1185-PWS-E	30 TAC Chapter 290, SubChapter D 290.46(s)(2)(C)(i) (Not applicable to CH)	Failure to check the Accuracy of manual disinfectant residual analyzer at least once every 90 days using chlorine solutions of known concentrations.	MINOR
ADMINISTRATIVE ORDER	04/04/2015	2014-1185-PWS-E	30 TAC Chapter 290, SubChapter D 290.45(f)(5) (Not applicable to CH)	Failure to have an adequate water purchase contract authorizing a maximum hourly purchase rate of 2.0 GPM / Connection. The system	MINOR

				currently has 160 connections and is therefore required to have a minimum hourly purchase rate of 320 gpm. The current contract does not specify a maximum hourly purchase rate, only specifies a rate of 115.74 gpm, which is a 63.6% deficiency.	
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Central Registry Query - Regulated Entity Information

Regulated Entity Information

RN Number: RN102674348**Name:** NORTH TOWN ACRES**Primary Business:** WATER SUPPLY**Street Address:** 18770 FM 709 N, DAWSON TX 76639 3003**County:** NAVARRO**Nearest City:** DAWSON**State:** TX**Near ZIP Code:** No near zip code on file.**Physical Location:** N OF CORSICANA ON NORTH BEATON 1/2 BLOCK PAST GRAVEYARD

Affiliated Customers - Current

Your Search Returned **2** Current Affiliation Records ([View Affiliation History](#))

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

1-2 of 2 Records

CN Number ▲	Customer Name	Customer Role(s)	Details
CN602166621	RICHARDSON, ROGER D	OWNER	↗
CN604656629	RICHARDSON, SHAROLL	OWNER	↗

Industry Type Codes

Code	Classification	Name
4941	SIC	Water Supply

Permits, Registrations, or Other Authorizations

There are a total of **2** programs and IDs for this regulated entity. Click on a column name to change the sort order.

1-2 of 2 Records

Program ▲	ID Type	ID Number	ID Status
PUBLIC WATER SYSTEM/SUPPLY	REGISTRATION	1750037	ACTIVE
WATER QUALITY NON PERMITTED	ID NUMBER	R04102674348	ACTIVE

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WATER SUPPLY CONTRACT

This Water Supply Contract (the "Contract") is entered into as of the 1st day of September, 2014 (the "Effective Date"), between the CITY OF CORSICANA, Texas ("Seller") and NORTHTOWN ACRES WATER SUPPLY, Number 1750037 ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have heretofore entered into a prior "Water Supply Contract" dated March 19, 1996; and

WHEREAS, the Seller and Purchaser have had several prior contracts for the sale of water, the last of which was dated March 19, 1996; and

WHEREAS, Seller and Purchaser desire to effect a new agreement between the parties.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, covenants and agreements expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to furnish and Purchaser agrees to pay for potable water service upon the following terms and conditions:

I. DEFINITIONS

Section 1.01. Definitions. The following terms shall have the meaning assigned below wherever used in this Contract, unless the context clearly requires otherwise:

"Additional Wholesale Customers" means any persons or entities, other than Purchaser, receiving wholesale water service from Seller as provided in Section 2.08.

"Contract" means this Water Supply Contract between Seller and Purchaser.

"Delivery Points" means the mutually agreeable points, more fully described in Section 2.04, at which Seller will deliver potable water to Purchaser.

"Effective Date" means the date on which this Contract is made, as reflected in the first sentence on the first page of this Contract.

"Parties" means the Parties to this Contract, the Seller and Purchaser.

"Prior Contract" means the prior agreement, as amended, between Seller and Purchaser as described in the Recitals of this Contract.

"Purchaser" means Northtown Acres Water Supply PWS Number 1750037.

"Purchaser's Service Area" means the treated water service area, as currently designated in Purchaser's certificate of convenience and necessity (CCN).

"Purchaser's System" means the potable water storage and distribution facilities of Purchaser used by Purchaser to deliver the potable water to Purchaser's retail customers.

"Rate Schedule" means the rates established for customers, including Purchaser, in the City of Corsicana's Schedule of Rates, as amended or revised by Seller's city council from time to time, but no more frequently than annually.

"Seller" means the City of Corsicana.

"Seller's System" means the property and facilities owned or used by Seller to supply, store, divert, treat, transport and deliver water to Purchaser and Additional Customers and all related property interests, rights, facilities, equipment and materials including (without limitation) any appurtenances, extensions, improvements, or additions thereto and replacements thereof.

"TCEQ" means the Texas Commission on Environmental Quality or any of its predecessor or successor agencies which perform substantially the same function(s).

Section 1.02. Prior Contract. The last Contract which was dated March 19, 1996.

II.

WATER SALES AND DELIVERY

Section 2.01. Water Delivery. Subject to the terms and conditions of this Contract, Seller agrees to sell and deliver potable water meeting the minimum applicable standards for drinking water for human consumption to Purchaser at the Delivery Points for municipal use within Purchaser's Service Area, in an amount sufficient to meet Purchaser's volume and demand requirements, but not to exceed 14,000,000 gallons per month.

Section 2.02. Availability and Deliverability. Seller's duty to deliver potable water under this Contract is subject to and limited by the availability, as determined by Seller, of Seller's water supply and Seller's ability to process and deliver the potable water to Purchaser through Seller's System. Such delivery will not be unreasonably withheld. Seller will impose any curtailments in potable water service equitably and in a non-discriminatory fashion to itself and all its retail and wholesale customers.

Section 2.03. Use of Water. The usufructuary right to the water sold to Purchaser shall remain in Seller until it passes through the metering equipment located at the Delivery Points, at which time such usufructuary right shall transfer to Purchaser. Then, to the extent the reuse of return flows is allowed by law, the usufructuary right to the water shall revert back to Seller as soon as Purchaser discharges the water into any State stream or watercourse. Purchaser agrees that it shall acquire no rights or title for the use of water other than those rights explicitly set forth in this Contract. Nothing in this Contract, however, shall be construed as imposing any duty or liability on Seller regarding the quality of water discharged by Purchaser from Purchaser's System and all such duties and obligations shall be, and remain, those of Purchaser.

Section 2.04. Delivery Points. The delivery point is a four (4) inch meter at a point located at the East side of North Beaton Street, Corsicana, Texas. In the future, Purchaser may request additional delivery points for the delivery of potable water under this contract, which shall be deemed to be a part of this Contract (thereby amending this Section 2.04) if approved by Seller in writing.

Section 2.05. Water Pressure. The Parties acknowledge and agree that Seller is not responsible for the pressure at which potable water is supplied to Purchaser under this Contract at the Delivery Point(s) and is not obligated to maintain a pressure of any particular amount. In the event pressure in Seller's System is determined to not be in compliance with minimum standards set by the governing state and federal regulatory agencies of Purchaser's potable water requirements, Purchaser agrees to construct water storage, pumping, pressure maintenance or other facilities, as required, to accommodate and provide for Purchaser's pressure requirements. Such facilities shall be part of Purchaser's System and constructed, operated, and maintained at Purchaser's expense.

Section 2.06. Termination, Discontinuance and Curtailment of Service; Modification of Contract. Notwithstanding any other provision herein to the contrary, it is specifically understood and agreed between the parties that the obligation of Seller to provide potable water to the Purchaser during the term of this Contract is neither superior nor inferior to the Seller's obligation to provide existing customers with water, including current or future Additional Wholesale Customers of Seller's System. Pursuant to such understanding, the parties hereby agree that if it is ever reasonably determined by Seller during the term of this Contract that it is unable to adequately provide water to its customers because of an emergency or shortage of water supply, production, treatment, storage

or transportation capability in the Seller's System, or if Seller needs to cause repairs to be made to the Seller's System to repair, replace or improve the level of water service to its customers, then Seller shall have the right, after reasonable notice to the Purchaser and opportunity for consultation, to curtail or limit service to the Purchaser and all other customers of Seller on a reasonable, non-discriminatory basis so that all similarly situated customers are treated equally, fairly and uniformly. The Purchaser further agrees, in times of such emergency or shortage or the need for repair, replacement or improvement of the Seller's System, to take appropriate action to curtail or limit all usage by the Purchaser so that all users of the water from both entities will be equally and uniformly restricted and protected. Any such measures taken by the Purchaser will be at least as stringent as those adopted by Seller for its customers. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority that provision of potable water by Seller under this Contract or curtailment or limitation of water by Seller to any of its customers is in violation of applicable law, regulation or order, then Seller, after reasonable notice to the Purchaser and opportunity for consultation, may take such action as will best effectuate this Contract and comply with applicable law.

Section 2.07. Resale. Purchaser agrees not to convey water purchased from Seller to any person or entity outside Purchaser's Service Area, unless Purchaser has received prior written approval from Seller, which approval may be granted or denied at Seller's sole discretion. For purposes of this provision, "convey" means to sell, trade, donate, exchange, transfer title, or contract therefore.

Section 2.08. Additional Wholesale Customers. Seller shall have the right to supply water to its retail customers and to enter into written treated water supply contracts with additional wholesale customers ("Additional Wholesale Customers"); provided, however, Seller agrees that it will not provide retail water utility service within Purchaser's Service Area unless Purchaser's Service Area is within Seller's Service Area. Additional Wholesale Customers will be charged for water at rates established from time to time by the Seller's City Council. Seller reserves the right to establish different rates for customers taking water at different points of delivery or under pre-existing contracts as of the Effective Date; provided, however, the rates charged by Seller shall fairly allocate costs among all of Seller's customers, subject to such pre-existing contracts as of the Effective Date.

Section 2.09. Conservation Plan. Within 120 days of the Effective Date of this Contract, Purchaser shall develop, if it has not done so already, a water conservation plan which incorporates loss reduction measures and demand management practices designed to ensure that the potable water delivered under this Contract is used in an economically efficient and environmentally sensitive manner. Purchaser's conservation plan must comply with all requirements imposed by law, including (without limitation) any applicable rules of the TCEQ, and it shall be updated as necessary to remain compliant with such requirements. Upon request, Purchaser shall furnish a copy of its Conservation and Drought Contingency Plan to Seller.

III. METERING

Section 3.01. Installation; O&M. Seller shall design, construct, install, operate and maintain any meter vault(s), metering equipment, and associated appurtenances as determined by Seller, in its sole discretion, to be necessary to properly measure and control the quantity of water delivered to Purchaser under this Contract. Such metering equipment shall remain the property of Seller. Purchaser shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment of such metering equipment shall be conducted only by the employees or agents of Seller. Any metering equipment used under this Contract shall measure flow rate within an accuracy of $\pm 2\%$.

Section 3.02. Books and Records. For purposes of this Contract, the original record or reading of the meter shall be in a journal or other permanent record of Seller in its office. Upon written request of Purchaser, Seller will give Purchaser a copy of such journal or record, or permit Purchaser to have access thereto during reasonable business hours in the office of Seller wherein such records are customarily kept.

Section 3.03. Calibration. At least once each calendar year, Seller shall test the calibration of the metering equipment Seller installs pursuant to this Contract. By giving written notification to Seller, Purchaser may request one additional calibration test per year to be paid for solely by Purchaser. When such an additional

calibration test is requested, the additional calibration test shall be conducted in the presence of an authorized representative of Purchaser as soon as possible after the Seller receives the request. Purchaser shall have the right to have a representative present at any calibration test conducted under this Contract, and Seller shall give Purchaser at least forty-eight (48) hours advanced notice before each calibration. If a representative of Purchaser is not present at the time set in Seller's notice, Seller may proceed with the calibration test and any adjustment(s) in the absence of any representative of Purchaser. After each calibration test, Seller shall provide Purchaser with the test results.

Section 3.04. Inaccuracy; Down Time. If any calibration test reveals that the percentage of inaccuracy of any metering equipment used under this contract is in excess of two percent (2%), registration of such metering equipment shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the registration shall be corrected for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any metering equipment is out of service or out of repair so that the actual amount of water delivered during such period cannot be ascertained or computed, the amount of water delivered during such period may be estimated: (i) by correcting the error, if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or (ii) by estimating the quantity of water delivered by determining the quantity of water delivered during the preceding period under similar conditions when the meter or meters were registering accurately.

Section 3.05. Ingress and Egress. Purchaser agrees to provide ingress and egress for Seller's employees and agents to install, operate, inspect, test, and maintain facilities owned or maintained by Seller on Purchaser's premises.

IV.

BILLING AND PAYMENT

Section 4.01. Payments for Service. Purchaser shall pay Seller monthly for water delivered pursuant to this Contract at prevailing rates established in Seller's Rate Schedule. Seller's duty to fix just, reasonable and non-discriminatory rates is subject to Seller's obligations under any other water sale contracts existing as of the Effective Date.

Section 4.02. Initial Rates. At the time of the execution of this Contract, the prevailing rates under Seller's Rate Schedule applicable to water delivered pursuant to this Contract is \$263.30 for an 4" meter including the first 1,000 gallons, and volumetric rates of \$3.00 per 1,000 for 1,001 to 10,000 gallons, \$3.15 per 1,000 for 10,001 to 25,000 gallons and \$3.25 per 1,000 for any volume in excess of 25,000 gallons.

In addition, a charge of \$3.76 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 Seller under this Contract. The Parties acknowledge and agree that these stated rates, while prevailing as of the execution of this Contract, may be changed or modified from time to time by Seller in accordance with Section 4.03 of this Contract during the time it remains in effect.

Section 4.03. Rate Revision.

a. Purchaser acknowledges and agrees that Seller's City Council has the right to revise by ordinance, from time to time and as needed, the rates charged hereunder to cover all reasonable, actual, and expected costs incurred by Seller to provide the potable water supply service to Seller's customers. Except as provided in Subsection b. below, if, during the term of this contract, Seller revises its minimum inside city retail water rate, then such revised rate shall likewise apply to water usage by Purchaser under this Contract.

b. Notwithstanding Subsection a., Seller may, upon giving 3 (three) months prior written notice to Purchaser, fix a rate for water usage by Purchaser under this contract consistent with the methodology described in **Exhibit A**. Once Seller has begun utilizing the methodology described in **Exhibit A** to fix the wholesale rate for Purchaser, then Seller shall give Purchaser a minimum of 1 month's notice of any rate revision(s). Purchaser further agrees to give Seller a minimum of ten (10) days written notice of intent to protest rates or any other condition of service.

c. Following notice of any rate revision(s), Purchaser, in addition to all other remedies provided by law, shall have the right to seek a review of said rate revision under Section 13.043, Texas Water Code and applicable rules.

d. Except during emergencies, when Seller is unable to meet all of Purchaser's water supply needs, Purchaser agrees to use the water purchased from Seller under this Contract to meet all of the needs of Purchaser's customers. Should the Purchaser obtain water from another source other than for said emergency purposes for customers in with the Seller's system, then Purchaser shall in any event pay Seller during said calendar year for a minimum amount of water equal to the greater of the amount of water actually delivered by Seller to Purchaser during each monthly billing cycle during said year or 14,000,000 gallons per monthly billing cycle during said year.

Section 4.04. Connection Fee. Purchaser shall pay to Seller, as an agreed cost, a separate fee to connect ("connection fee") Purchaser's delivery and distribution system to Seller's Delivery System (this fee applies to new or upgraded connections). The connection fee shall be determined by the size of the tap, meter and meter vault required. Connection fees shall be excluded from Seller's rate base for purposes establishing rates under Seller's Rate Schedule.

Section 4.05. Billing Procedure. Seller will render bills for the payments required by Section 4.01 on or before the tenth (10th) day of each month. Such bills shall be due and payable on or before the fifth (5th) day of the succeeding month or twenty-five (25) days after such bill is deposited in the United States mail, properly stamped and addressed, whichever is later. Bills shall be deemed paid when payment actually has been received by Seller. A late charge of ten percent (10%) shall be applied to any bill not paid on or before the due date. Seller may from time to time, by forty-five (45) days written notice, change the monthly date on which it shall render bills and the corresponding due dates.

Section 4.06. Disputed Bills. If Purchaser disputes the amount of a bill rendered by Seller pursuant to this Contract, Purchaser shall nevertheless pay such bill in accordance with Section 4.05. If it is subsequently determined by agreement or a final and unappealable court or TCEQ order that the amount of the disputed bill should have been less (or more), the amount of the bill shall be promptly and appropriately adjusted, and the amount of any reimbursement (or additional payment) that is due after the adjustment shall be paid by the owing Party within ten (10) days of such event. If not paid when due, such amounts shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Provided, however, interest may be waived by the Party to whom the amount is owed.

V. STANDARDS

Section 5.01. Plumbing Regulations. To the extent Seller and Purchaser have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows the retail provider to said customer to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 5.02. Air Gaps; Backflow Preventers. Purchaser shall provide air gaps for the first ground storage and backflow preventers for the first elevated storage from the point of connection(s) to the Seller's system.

VI. TERMINATION; REMEDIES; VENUE; FORCE MAJEURE

Section 6.01. Termination Due to Illegality or Impossibility. Seller may terminate this Contract if it becomes illegal or impossible for Seller to perform its obligations hereunder due to the occurrence of any one or more of the following:

- (A) the cancellation, amendment, or other limitation by any local, state, or federal agency of any permit(s), amendment(s), license(s), or authorization(s) required for Seller to appropriate for municipal use and/or sell the water to be furnished to Purchaser under this Contract or to operate and maintain Seller's System to deliver such water; or
- (B) the final adoption or issuance of any order, rule, regulation or determination by a court or governmental agency rendering this Contract unenforceable. Seller will vigorously defend against any such order, rule, regulation or determination, including the timely filing and diligent prosecution of any appeal necessary to ensure Seller's delivery of water under the provisions of this Contract. Seller shall not consent to the adoption or issuance of any order, rule, regulation or court or governmental agency determination rendering Seller's service to Purchaser illegal or impossible.

If Seller desires to terminate this Contract by reason of any of these events, Seller shall, within three (3) months after it acquires knowledge of such event, deliver to Purchaser a written notice stating such desire, describing the event, and specifying the date on which this Contract is to terminate and become null and void, which date shall be at least six (6) months from the date of such notice.

Section 6.02. Termination for Non-Payment. If Seller determines Purchaser has not paid the full amount owed for any payment due to Seller under this Contract within the time provided therefor, Seller shall give written notice to Purchaser stating the amount Seller has determined is due and unpaid. If the Seller gives notice as provided herein and Purchaser fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, Seller may, at its sole option and upon giving ten (10) days written notice to Purchaser, terminate this Contract without recourse. If Purchaser should dispute its obligation to pay all or any part of the amount stated in any statement or notice, Purchaser may, in addition to all other rights that Purchaser may have under law, pay such amount under protest, in which case such amount shall be deposited by Seller in an interest bearing account at the official depository of the Seller pending final resolution of such dispute. Seller may not terminate this Contract for failure to pay the amount stated in any statement or notice if Purchaser pays such amount under protest. In the event Purchaser timely appeals any change in rates as provided at Section 4.03 of this Contract, Purchaser may not treat that appeal as a dispute falling under this Section and Seller shall not deposit any amounts that Purchaser may pay under protest into a separate account during the pendency of such an appeal.

Section 6.03. Termination Due to Default. Except as otherwise provided herein, if either Party defaults in the observance or performance of any of the material provisions, agreements, or conditions to be observed or performed on its part under this Contract, the other Party may give written notice to the Party in default of its intention to terminate this Contract, specifying the material failure or default relied upon. Upon the expiration of forty-five (45) days after the giving of such notice, this Contract shall terminate without recourse, unless, within such forty-five (45) day period, or such longer period as may be specified in such notice or any amendment of or supplement to such notice, the default specified in such notice shall have been fully cured.

Section 6.04. Waiver. No rights under this Contract may be waived except by written amendment executed by the both Parties.

Section 6.05. Remedies Not Exclusive. The remedies expressly set forth in this Contract shall not be considered exclusive.

Section 6.06. Venue. The Parties acknowledge and agree that this Contract's place of performance is Navarro County, Texas. Any legal proceeding brought to enforce this Contract or any provision hereof shall be brought in Navarro County, Texas.

Section 6.07. Damage to Systems. Neither Party shall be liable for damages to the other Party's System resulting from actions of the Parties in compliance with this Contract, unless such damage is due to the Party's negligence or willful misconduct.

Section 6.08. Chemical and Bacteriological Content. Purchaser agrees to hold Seller whole and harmless from any claims or damages arising as a result of the chemical or bacteriological content of the water provided to Purchaser under this Contract, unless such claims or damages are caused by the Seller's negligence or willful misconduct.

Section 6.09. Specific Performance. Recognizing that the Parties' undertakings in this Contract are obligations, the failure in the performance of which cannot be adequately compensated in money damages, the Parties agree that, in the event of any default, the non-defaulting Party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available.

Section 6.10. Force Majeure. If by reason of force majeure, either Party shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, and if such Party gives notice and full particulars of such force majeure, in writing, to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligations of the Party giving such notice (other than obligations for the payment of money), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, including a reasonable time for removal of the effect thereof. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of any state thereof, or of any agency of the United States or any state, or any other civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, equipment, transmission pipes, canals or similar facilities, shortages of labor, materials, supplies or transportation, or any other cause not reasonably within the control of the Party claiming such inability. The Parties shall use their best efforts to remove the cause of any force majeure. The requirement that any force majeure shall be reasonably beyond the control of the Party shall be deemed to be fulfilled even though the existing or impending strike, lockout or other industrial disturbance may not be settled but could have been settled by acceding to the demand of the opposing person or persons.

Section 6.11. Indemnity. Purchaser shall indemnify Seller and hold Seller harmless for any loss or payment made on any claim or liability for injury or damage to Seller or Seller's equipment or facilities caused by the negligence of Purchaser, its employees, agents or assigns.

VII. GENERAL PROVISIONS

Section 7.01. Term and Renewal. This Contract shall be effective as of the Effective Date, and, unless sooner terminated as provided herein, shall remain in effect until for a period of twenty (20) years. Upon expiration of this Contract it may be extended for such term(s) as may be agreed upon by Seller and Purchaser.

Section 7.02. No Third Party Beneficiary. The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege, or benefit on any person or entity other than the Parties hereto and their successor(s) or assign(s).

Section 7.03. Assignment. Purchaser, without the necessity of obtaining Seller's consent, may assign this Contract to the United States of America, acting by and through the Department of Agriculture Rural Development Administration and its successors and assigns, as security for any loan to be made by the United States Department of Agriculture Rural Development Administration to Purchaser. However, Purchaser may not otherwise transfer, sell, hypothecate or assign this Contract or Purchaser's rights and duties hereunder, without the express written consent of Seller. This provision shall in no way restrict the right of Purchaser to sell the water furnished by Seller under this Contract to any of Purchaser's customers.

Section 7.04. Notices. All notice, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by first-class mail, postage prepaid, addressed:

if to Seller:

City Manager
City of Corsicana
200 North 12th Street
Corsicana, Texas 75110

if Purchaser:

President
Northtown Acres Water Supply
Rt. 3 18770 FM 709N
Dawson, Texas 76639

or, in each case, at such other address in the State of Texas as may hereafter have been designated most recently in writing by the addressee to the addressor.

Section 7.05. Severability. In the event that any clause or provision of this Contract shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof. Each Party may specifically, but only in writing as provided in Section 6.04, waive any breach of this Contract by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party.

Section 7.06. Entire Agreement. This Contract contains the entire agreement of the Parties regarding the subject matter hereof, and no verbal or written agreement(s) or commitment(s) shall have any force or effect if not contained herein except the Purchaser's assignment of water rights in Navarro Mills Reservoir to the Seller under the previous contract shall continue in effect for the duration of this contract.

Section 7.07. Modification. This Contract may be modified or amended only by an instrument signed by the duly authorized representative of each Party.

Section 7.08. Multiple Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Section 7.09. Caption Headings; Interpretation. The caption headings of this Contract are for reference purposes only and shall not affect its interpretation in any respect. This Contract and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Contract.

IN WITNESS WHEREOF, 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.



ATTEST:

Virginia Richardson
City Secretary

SELLER:

CITY OF CORSICANA

By:

Chuck McLanahan
Mayor

PURCHASER:

NORTHTOWN ACRES WATER SUPPLY

By:

Roger [Signature]



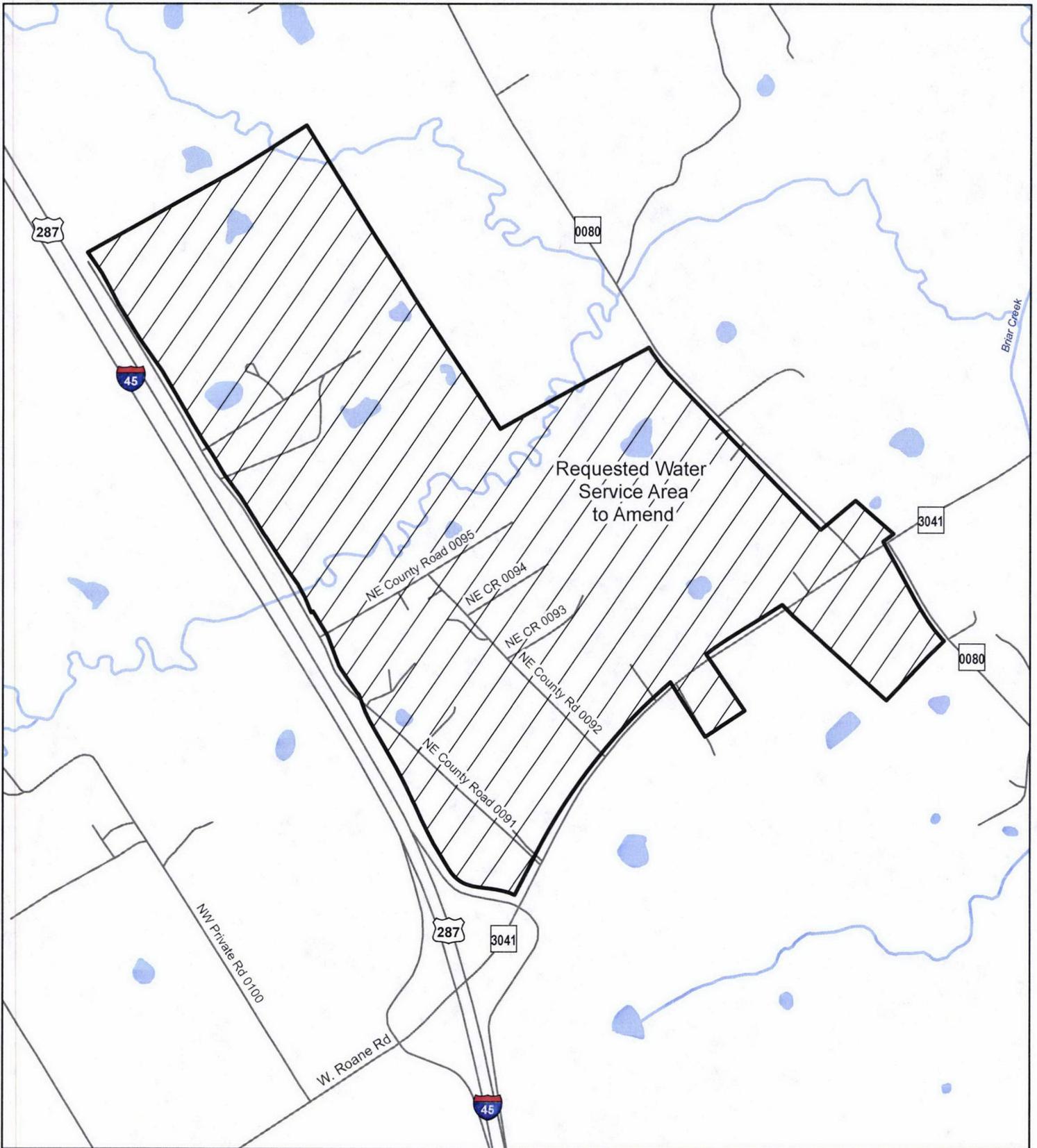
Customers' Points of Service and Detail Map



0 400 800 Feet

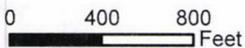
- Northtown Acres Requested Water Service Area to Amend
- Customers' Points of Service
- Navarro County Land Parcels

Map by: S. Burt, ASBGI
 Date: March 2, 2020
 Base: ESRI World Imagery, NavarroParcels
 Project: Customers Points of Service

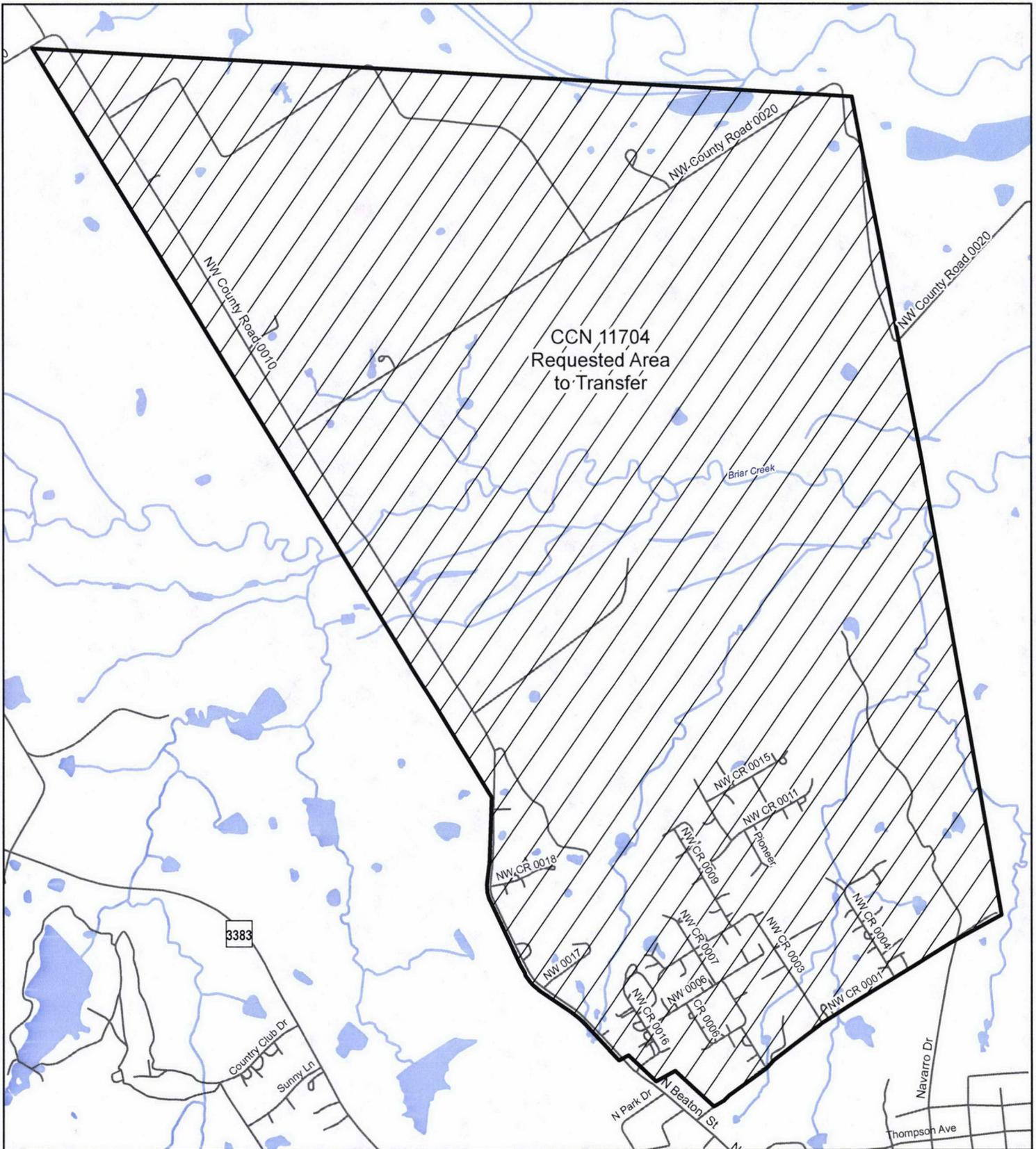


Detail Map - Amend Area

Application to Transfer Herb S. Madison (deceased) dba Northtown Acres Water, CCN No. 11704 to Roger D. Richardson & Sheroll Richardson dba Northtown Acres Water and to Amend to Add Existing Customers in Navarro County



Map by: S. Burt, ASBGI
 Date: March 5, 2020
 Base: StratMapTransv2
 Project: Detail Map - Amend Area
 Street Names according to BING Maps



Detail Map - Transfer Area

Application to Transfer Herb S. Madison (deceased) dba Northtown Acres Water, CCN No. 11704 to Roger D. Richardson & Sheroll Richardson dba Northtown Acres Water and to Amend to Add Existing Customers in Navarro County



0 750 1,500 Feet

 CCN 11704 - Requested Transfer Area - approx 1,810 acres

Map by: S. Burt, ASBGI
 Date: March 5, 2020
 Base: StratMap Transv2
 Project: Detail Map - Transfer Area
 Street Names according to BING Maps



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Facilities Map - North Petty Chapel

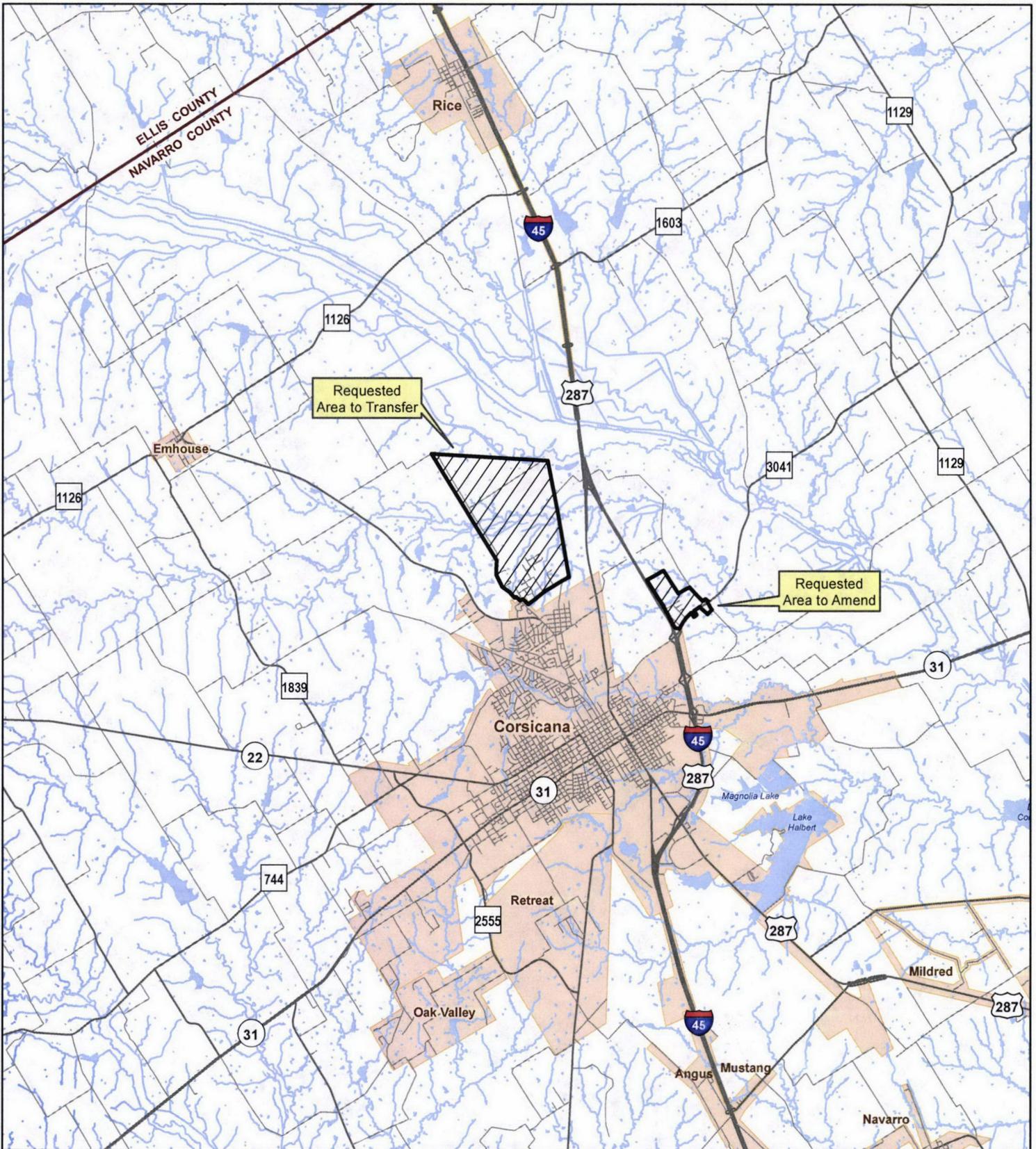
0 300 600 Feet



Distribution Lines	
—	3/4 inch service line
—	1 inch service line
—	2 inch service line
—	4 inch service line
—	6 inch service line

M	4 inch master meter vault
●	6 inch gate valve
●	6 inch valve
	Bates pasture meter
●	Flush valve
●	Service bore

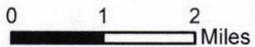
Map by: S. Burt, ASBGI
 Date: March 25, 2020
 Base: ESRI World Imagery
 Project: Facilities Map



General Location

Application to Transfer Herb S. Madison (deceased) dba Northtown Acres Water, CCN No. 11704 to Roger D. Richardson & Sheroll Richardson dba Northtown Acres Water and to Amend to Add Existing Customers in Navarro County

 Requested Water Service Areas to Transfer and Amend - approx 2043 acres total



CHATFIELD WATER SUPPLY CORPORATION

P.O. Box 158 106 Carr Street
Powell, Texas 75153
Office 903/345-3463 Fax 903/345-2205

March 3, 2020

North Petty Chapel Water
Sheroll Richardson
18770 FM 709 N
Dawson, TX 76639

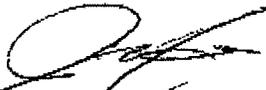
Re: Dual Certification for North Petty Chapel

Mrs. Richardson,

Chatfield WSC is agreeable to the dual certification for the properties located at the Northeast corner of NE CR 0080 and FM 3041. This dual certification area will cover Navarro County Property ID's 45012 and 45013. These properties are further described as in the T Morrow Abstract Tract 1B (+/- 4.356 acres) and tract 1D (+/- 1.0 acre).

Feel free to contact me should you have any questions.

Sincerely,



James L. Metcalfe III
General Manager
Chatfield WSC
j.metcalfe@wildblue.net
(903)345-3463



CITY OF CORSICANA, TEXAS

March 30, 2020

Public Utility Commission of Texas
1701 North Congress Ave.
Austin, Texas 78701

Re: Northtown Acres Water Supply / North Petty Chapel Water Consent for Dual Certificate of Convenience and Necessity (CCN).

To whom it may concern:

This letter is to respond to the request regarding Dual Certification areas for Northtown Acres Water Supply / North Petty Chapel Water. There are two areas that Dual Certification with the City of Corsicana and Northtown Acres Water Supply / North Petty Chapel Water is being requested. The City of Corsicana is granting consent with the stipulation all or any potential customers in the Dual Certification area has the freedom of choice to choose the City of Corsicana to provide water service or Northtown Acres Water Supply / North Petty Chapel Water to provide water service. The customers in the Dual Certification areas have the ability to choose water service provider.

The two areas written descriptions are as follows:

The transfer area subject to this transaction is located approximately 2.3 miles north/northwest of downtown Corsicana, Texas, and is generally bounded on the north by Chambers Creek; on the east by Union Pacific Railroad; on the south by NW County Road 0001; and on the west by 330 feet west of NW County Road 0010. The southern area overlaps into the City of Corsicana's CCN existing currently with Dual Certification and **giving any or all customers freedom of choice to receive water service from the City of Corsicana** or Northtown Acres Water Supply. Area ID #11704 for Northtown Acres Water Supply which is being transferred to Roger Richardson.

The amendment area subject to this transaction is located approximately 2 miles northeast of downtown Corsicana, Texas, and is generally bounded on the north by .4 mile south of NE County Road 0100; on the east by 260 feet east of NE County Road 0080; on the south by 750 feet south of FM 3041(aka) West Roane Road; and on the west by I-45. The western area along NE County Road 0091 overlaps into the City of Corsicana's CCN. **With granting consent in this area for Dual Certification, the City of Corsicana reserves the right to provide water service to any or all customers giving a freedom of choice to receive water service from the City of Corsicana or North Petty Chapel Water.**

The City of Corsicana looks forward to providing all potable water to the wholesalers and residents of Navarro County.

Sincerely,


Connie Standridge, P.E.
City Manager
City of Corsicana



here



NO: P18217

LETTERS OF ADMINISTRATION

STATE OF TEXAS
COUNTY OF NAVARRO

IN COUNTY COURT
NAVARRO COUNTY, TEXAS

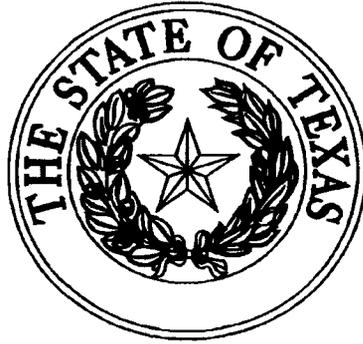
I, the Undersigned Clerk of the County Court of NAVARRO
County, Texas, do hereby certify that on the 13th day of
January , A.D. 2014 , SHERALL RICHARDSON

was/were duly granted by said Court Letters of Administration
of the Estate of HERB SPENCER MADISON deceased
and that on the 13th day of January , A.D. he/she duly
Qualified ADMINISTRATOR as such as the law
requires and that said appointment is still in full force
and effect.

GIVEN UNDER MY HAND AND SEAL of office at Corsicana,
Texas the 13th day of January , A.D. 2014 .

SHERRY DOWD, CLERK
COUNTY COURT,
NAVARRO COUNTY, TEXAS

BY [Signature] DEPUTY



47833

**CLASS "C" WATER COMPANY
PUC ANNUAL REPORT
OF**

CCN Number

11704

Official Company Name:

NORTHTOWN ACRES WATER SUPPLY

D/B/A Name(s)

Roger Richardson

**TO THE
PUBLIC UTILITY COMMISSION
OF TEXAS**

For the Year Ended 2017

204

Annual Report for Class C Water and/or Sewer Utilities

PUBLIC UTILITY COMMISSION OF TEXAS
1701 N. CONGRESS AVE., PO BOX 13326, AUSTIN, TX 78711-3326
pursuant to TWC § 13.136

I. NAME OF UTILITY, OFFICE MAILING ADDRESS AND AREA SERVED

1 Utility Name: Northtown Acres Water Supply
List all assumed name(s) or d/b/a names: Roger Richardson
2 Certificate of Convenience and Necessity No. 11704 Calendar Year Ending 2017
3 Street Address: 18770 F.M. 709 N
4 City or Town: Dawson CCN No.: 11704
5 Email Address: snobiz@airmail.net
6 County: Navarro Zip Code: 76639
7 TCEQ PWS Number(s) 1750037
8 Water Quality Discharge Permit Number(s) _____

II. TYPE OF ORGANIZATION AND PRINCIPAL OFFICERS

9 Type of Ownership:
Corporation: _____ Partnership: _____ Individual: Other: _____
10 If a corporation, list names and titles of the officers. If an individual or partnership, list the name of the individual or each partner and provide the title for each. For partnerships, please provide the percentage of ownership for each partner.
Roger and Sheroll Richardson
11 If the controlling ownership of this utility changed during the last twelve (12) months, state the date of ownership change and the name and address of the prior owner.
12 Date the utility was formed or incorporated: 1975
13 Is the utility under common ownership or control by another corporation? Y N If yes, by whom? _____

III. PERSON TO CONTACT REGARDING THE INFORMATION SUPPLIED ON THESE FORMS

14 Name and Title: Sheroll Richardson Owner
15 Address: 18770 F.M. 709N
16 City: Dawson
17 Telephone Number with Area Code: 254-578-1622
18 Cell Phone Number with Area Code: 903-357-3039
19 Fax Number with Area Code: 254-578-3130
20 e-mail address: snobiz@airmail.net
21 If not an officer, owner or employee, give name of firm employed by: _____

1. Balance Sheet

Name of Utility: NORTHTOWN ACRES WATER SUPPLY

Line #	<u>ASSETS</u>	End of Year <u>mm/dd/yyyy</u>	End of Prior Year <u>mm/dd/yyyy</u>
	<u>UTILITY PLANT</u>		
1	101 Utility Plant in Service	12/31/2017	12/31/2017
2	TOTAL UTILITY PLANT	NONE	NONE
3	108 Less: Accumulated Amortization	NONE	NONE
4	110 Less: Accumulated Depreciation	NONE	NONE
5	NET UTILITY PLANT	NONE	NONE
6	<u>CURRENT ASSETS</u>		
7	131-135 Cash	xxxx	xxxx
8	141-143 Accounts Receivable	27,645.	
9	151 Plant Materials and Supplies (not previously expensed)	NA	
10	171-174 Other Current Assets	2,500.	
11	TOTAL CURRENT ASSETS	20,000.	
12	<u>TOTAL ASSETS*</u>	50,145.	NA
	<u>LIABILITIES & EQUITY</u>		
	<u>EQUITY</u>		
13	201 Common Stock	NA	
14	211 Other paid in capital	NA	
15	215 Retained Earnings	NA	
16	218 Proprietary Capital		
17	TOTAL STOCKHOLDERS' EQUITY	NA	
	<u>LONG-TERM DEBT</u>		
18	224 Long-term debt (more than 1 year)	xxxx	xxxx
	<u>CURRENT LIABILITIES (less than 1 year)</u>		
19	231 Accounts Payable	NA	
20	232 Notes Payable	NA	
21	241.0 Other Current Liabilities	NA	
	TOTAL CURRENT LIABILITIES	-0-	NA
	<u>OTHER LIABILITIES and DEFERRED CREDITS</u>		
22	253 Other Deferred Credits	xxxx	xxxx
23	271-272 Net Contributions in Aid of Construction	-0-	
24	TOTAL OTHER LIABILITIES and DEFERRED CREDITS	NA	
25	<u>TOTAL LIABILITIES & EQUITY*</u>	-0-	NA

Add NARUC accounts as needed, and if not shown above.

2. Statements of Income

Name of Utility: NORTHTOWN ACRES WATER SUPPLY

		Water	Sewer	Total
Line #	Report Calendar Year <u>2017</u>	Report Year	Report Year	Report Year
		114,696.	None	114,696.
		A	B	C=A+B
1	Total Revenue:	114,696.	None	114,696.
	Operating Expenses:			
2	601 O & M Salaried Labor	NA	NA	NA
3	604 Employee Benefits	NA	NA	NA
4	631, 635, 636 O & M Contract labor	NA	NA	NA
5	620 Operating/Maint Supplies	15,955.	NA	15,955.
6	610 Purchased Water	61,379.	NA	61,379.
7	615 Purchased Power	NA	NA	NA
8	635 Testing Expense	1,272.	NA	1,272.
9	618 Chemicals	NA	NA	NA
10	656-659 Insurance	5,449.	NA	5,449.
11	601 General Office Salaries	NA	NA	NA
12	675 General Office Expenses	4,023.	NA	4,023.
13	632 Contract Accounting	NA	NA	NA
14	633 Legal	NA	NA	NA
15	634 Management	NA	NA	NA
16	666 Amortization- Rate Case Expense	NA	NA	NA
17	403 Depreciation Expense	4,906.	NA	4,906.
18	667-675 Other Misc. Expenses	NA	NA	NA
	Taxes:	xxxx	xxxx	xxxx
19	409 Federal Income Taxes	2,000.	NA	2,000.
20	409.0 State Franchise Taxes/Reg Assess.	1,035.	NA	1,035.
21	408 All Other Taxes	200.	NA	200.
22	Total Expenses	\$ 96,269. -	\$ NA -	\$ 96,269. -
23	Net Operating Income	\$ 18,427. -	\$ NA -	\$ 18,427. -
24	421, 433 Non-Operating Income	NA	NA	NA
	Non-Operating Deductions:			
25	426 Other	NA	NA	NA
26	427 Interest	NA	NA	NA
27	Net Income	\$ 18,427. -	\$ NA -	\$ 18,427. -

3-S. Sewer Plant-in-Service - Changes since the last Annual Report

Name of Utility: NORTHTOWN ACRES WATER SUPPLY

	Date Plant Installed/Retired mm/yyyy	Plant Additions		Plant Retirements		Plant Adjustments	Changes Since the Last Annual Report	
		List Major Items by Class	Amounts	List Major Items by Class	Amounts			
WATER	NA	NA	NA	NA	NA	NA	\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
		TOTALS	NA	\$0	NA	\$0	NA	\$0

SEWER	NA	NA	NA	NA	NA	NA	\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
		TOTALS	NA	\$0	NA	\$0	NA	\$0

4. Other Operating Information

<u>Connection information</u>	End of Year mm/dd/yyyy	End of Prior Year mm/dd/yyyy	<u>Connection information</u>	End of Year mm/dd/yyyy	Year mm/dd/yyyy
WATER:			SEWER:		
1 Number of active water connections	12/31/17	NA	Number of active sewer connections	12/31/17	NA
5/8" or 3/4"	121	121	Residential	NA	NA
3/4"			Non-residential		
1"	32	32			
1 1/2"	3	3			
2"	2	2			
List all additional meter sizes:	0	0	List all additional meter sizes:		
Unmetered water connections			Unmetered water connections		
2 Number of inactive water connections			Number of inactive water connections		
5/8" or 3/4"	30	NA			
3/4"					
1"					
1 1/2"					
2"					
List all additional meter sizes:	0		List all additional meter sizes:		
Unmetered, inactive connections	0		Unmetered, inactive connections		
3 Number of active sewer connections	NA	NA	Number of active sewer connections		
4 Number of inactive sewer connections	NA	NA	Number of inactive sewer connections		
5 Total gallons purchased	16,224				
6 Total gallons pumped					
Total Water Produced	\$ -				
7 Total gallons sold	16,000				
8 Gallons unaccounted for	224,000				
			Total amount of sewer treated (gallons)	NA	

Management and Operations

- | | |
|---|---|
| 1. Do you have an Application form or formal process for new customers? | Yes or No |
| 2. Do you have a copy of your approved tariff and TCEQ approved drought contingency plan for customer review? | yes |
| 3. Do you have written operating procedures for routine operations? | yes |
| 4. Do you have a written emergency action plans? | yes |
| 5. Do you have written personnel policies and procedures? | yes |
| 6. Do you have risk management and safety procedures? | yes |
| 7. Do you have customer service policies (including billing and collection)? | yes |
| 8. Do you prepare an annual written budget for financial planning purposes? | yes |
| 9. Provide a list of all affiliates and entities under Common Control (if any). | |
| 10. If you purchase wholesale water or sewer services, please list the name(s) of the wholesaler and describe the service(s) purchased from each. | City of Corsicana- Purchase treated water |
| 11. If you have a current capital improvement/replacement plan, please attach a copy. | |

Name of Utility: NORTHTOWN ACRES WATER SUPPLY

5. Affiliated Transactions

Charges by an Affiliate to the Reporting Utility

Name of Affiliated company: NA

NARUC Account and/or type of service		Total Affiliated Company	Total Texas	Total for reporting entity
Account #	Account name or type of service	(Dollars transacted)	(Dollars transacted)	(Dollars transacted)

Charges by a Reporting Utility to Affiliates

Name of Affiliated company: NA

NARUC Account and/or type of service		Total Affiliated Company	Total Texas	Total for reporting entity
Account #	Account name or type of service	(Dollars transacted)	(Dollars transacted)	(Dollars transacted)

(Company Name)

VERIFICATION

OATH

(To be made by the officer having control of the accounting of the respondent)

State of Texas

as:

County of Navarro

Roger Richardson

makes oath and says that he/she is Owner

(Name of affiant)

(Official title of affiant)

of Northtown Acres Water Supply

(Exact legal title or name of the respondent)

The signed officer has reviewed the report.

Based on the officer's knowledge, the report does not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading.

Based on such officer's knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition and results of operations of the issuer as of, and for, the periods presented in the report.

He/she swears that all other statements contained in the said report are true, and that the said report is a correct and complete statement of the business and affairs of the above-named respondent during the period of time from and including 1/1/2017 to and including 12/31/2017

Subscribed and sworn to and before me, a owner in and for the State and County above-named, this 22 day of August, 2018

My commission expires

Laura Trussell

(Signature of officer authorized to administer oaths)



(Signature of affiant)

SUPPLEMENTAL OATH

(By the president or other chief officer of the respondent)

State of _____

as:

County of _____

mak

(Name of affiant)

(Official title of affiant)

of _____ (Exact legal title or name of the respondent)

that he/she has carefully examined the foregoing report; that he/she swears that all statements of fact contained in the said report are true, and that the said report is a co statement of the business and affairs of the above named respondent during the period of time from and including _____ to and including _____

Subscribed and sworn to before me, a _____

in and for the State and County above-named, this _____ day of _____

(Signature of affiant)

My commission expires _____

(Signature of officer authorized to administer oaths)



RECEIVED
MAY 9: 35
OFFICE OF THE
SECRETARY OF STATE

**CLASS "C" WATER COMPANY
PUC ANNUAL REPORT
OF**

US 9118

CCN Number

11704

Official Company Name:

_____ Northtown Acres Water Supply _____

D/B/A Name(s)

_____ Roger Richardson _____

**TO THE
PUBLIC UTILITY COMMISSION
OF TEXAS**

For the Year Ended _____

2018

280

Annual Report for Class C Water and/or Sewer Utilities

PUBLIC UTILITY COMMISSION OF TEXAS
1701 N. CONGRESS AVE., PO BOX 13326, AUSTIN, TX 78711-3326
pursuant to TWC § 13.136

I. NAME OF UTILITY, OFFICE MAILING ADDRESS AND AREA SERVED

1 Utility Name: Northtown Acres Water Supply
List all assumed name(s) or d/b/a names: _____ Roger Richardson
2 Certificate of Convenience and Necessity No. 11704 Calendar Year Ending 2018
3 Street Address: 18770 F.M. 709 N
4 City or Town: Dawson, Texas CCN No.: 11704
5 Email Address: snobiz@airmail.net
6 County: Navarro Zip Code: 76639
7 TCEQ PWS Number(s) 1750037
8 Water Quality Discharge Permit Number(s) _____

II. TYPE OF ORGANIZATION AND PRINCIPAL OFFICERS

9 Type of Ownership:
Corporation: _____ Partnership: _____ Individual: X Other: _____
10 If a corporation, list names and titles of the officers. If an individual or partnership, list the name of the individual or each partner and provide the title for each. For partnerships, please provide the percentage of ownership for each partner.
Roger Richardson Owner
Sheroll Richardson Owner
11 If the controlling ownership of this utility changed during the last twelve (12) months, state the date of ownership change and the name and address of the prior owner.
12 Date the utility was formed or incorporated: 1975
13 Is the utility under common ownership or control by another corporation? Y N If yes, by whom? _____

III. PERSON TO CONTACT REGARDING THE INFORMATION SUPPLIED ON THESE FORMS

14 Name and Title: Sheroll Richardson Owner
15 Address: 18770 F.M. 709N
16 City: Dawson, Tx.
17 Telephone Number with Area Code: 254-578-1622
18 Cell Phone Number with Area Code: 903-357-3039
19 Fax Number with Area Code: 254-578-3130
20 e-mail address: snobiz@airmail.net
21 If not an officer, owner or employee, give name of firm employed by: _____

1. Balance Sheet

Name of Utility: Northtown Acres Water Supply

Line #	<u>ASSETS</u>	End of Year mm/dd/yyyy 12/31/2018	End of Prior Year mm/dd/yyyy 12/31/2017
	<u>UTILITY PLANT</u>		
1	101 Utility Plant in Service	\$ 130,690	\$ 109,890
2	TOTAL UTILITY PLANT	\$ 130,690	\$ 109,890
3	108 Less: Accumulated Amortization		
4	110 Less: Accumulated Depreciation	\$ 84,678	\$ 70,589
5	NET UTILITY PLANT	\$ 46,012	\$ 39,301
6	<u>CURRENT ASSETS</u>	xxxx	xxxx
7	131-135 Cash	\$ 13,051	\$ 27,645
8	141-143 Accounts Receivable	NA	NA
9	151 Plant Materials and Supplies (not previously expensed)	\$ 2,500	\$ 2,500
10	171-174 Other Current Assets	\$ 20,000	\$ 20,000
11	TOTAL CURRENT ASSETS	\$ 35,551	\$ 50,145
12	<u>TOTAL ASSETS*</u>	\$ 81,563	\$ 89,446
	 <u>LIABILITIES & EQUITY</u>		
	<u>EQUITY</u>		
13	201 Common Stock	NA	NA
14	211 Other paid in capital	NA	NA
15	215 Retained Earnings	NA	NA
16	218 Proprietary Capital	NA	NA
17	TOTAL STOCKHOLDERS' EQUITY	\$ 0 -	\$ 0 -
	<u>LONG-TERM DEBT</u>	xxxx	xxxx
18	224 Long-term debt (more than 1 year)	NA	NA
	<u>CURRENT LIABILITIES (less than 1 year)</u>	xxxx	xxxx
19	231 Accounts Payable	NA	NA
20	232 Notes Payable	NA	NA
21	241.0 Other Current Liabilities	NA	NA
	TOTAL CURRENT LIABILITIES	\$ 0 -	\$ 0 -
	<u>OTHER LIABILITIES and DEFERRED CREDITS</u>	xxxx	xxxx
22	253 Other Deferred Credits	NA	NA
23	271-272 Net Contributions in Aid of Construction	NA	NA
24	TOTAL OTHER LIABILITIES and DEFERRED CREDITS	\$ 0 -	\$ 0 -
25	<u>TOTAL LIABILITIES & EQUITY*</u>	\$ 0 -	\$ 0 -

Add NARUC accounts as needed, and if not shown above.

2. Statements of Income

Name of Utility: Northtown Acres Water Supply

Line #	Report Calendar Year	Water Report Year	Sewer Report Year	Total Report Year
	2018	117672	NA	117672
		A	B	C=A+B
1	Total Revenue:	\$ 117,672	NA	\$ 117,672
	Operating Expenses:			
2	601 O & M Salaried Labor	NA		NA
3	604 Employee Benefits	NA		NA
4	631, 635, 636 O & M Contract labor	\$ 450		\$ 450
5	620 Operating/Maint Supplies	\$ 8,175		\$ 8,175
6	610 Purchased Water	\$ 72,920		\$ 72,920
7	615 Purchased Power	\$ 1,000		\$ 1,000
8	635 Testing Expense	\$ 634		\$ 634
9	618 Chemicals	\$ 15		\$ 15
10	656-659 Insurance			
11	601 General Office Salaries	NA		NA
12	675 General Office Expenses	\$ 1,939		\$ 1,939
13	632 Contract Accounting	NA		NA
14	633 Legal	NA		NA
15	634 Management	NA		NA
16	666 Amortization- Rate Case Expense	NA		NA
17	403 Depreciation Expense	\$ 13,264		\$ 13,264
18	667-675 Other Misc. Expenses	\$ 1,407		\$ 1,407
	Taxes:	xxxx	xxxx	xxxx
19	409 Federal Income Taxes			
20	409.0 State Franchise Taxes/Reg Assess.	\$ 1,284		\$ 1,284
21	408 All Other Taxes			
22	Total Expenses	\$ 101,088	\$ -	\$ 101,088
23	Net Operating Income	\$ 16,584	#VALUE!	\$ 16,584
24	421, 433 Non-Operating Income			
	Non-Operating Deductions:			
25	426 Other			
26	427 Interest			
27	Net Income	\$ 16,584	#VALUE!	\$ 16,584

UTILITY NAME: <u>Northtown Acres Water Company</u>										Schedule III-3		
SCHEDULES - CLASS B RATE/TARIFF CHANGE										(Provide a schedule for each PWS system)		
III-3 UTILITY PLANT IN SERVICE (NET BOOK VALUE) CALCULATION										Add schedules as needed, provide a summary also		
Line No	[A] Item	[B] Date of Installation	[C] Service Life (yrs) **	[D.1] Original Cost when installed \$	[D.2] Customer CIAC amount	[D]- [D.1] - [D.2] Adjusted Original Cost for Customer CIAC ¹	Depreciation			[E] = [D]/[C] Annual (\$)	[F] Accumulated (\$ (Reserve))	[G] = [D]-[F] Net Book Value (\$)
							Years in Service	Months	Days			
1	303. Land and land rights	None										
2	307. Wells	None	50									
	Well Pumps:	None										
3	311 5 hp or less	None	5									
4	311 Greater than 5 hp	None	10									
	Booster Pumps:	None										
5	311 5 hp or less	None	5									
6	311 Greater than 5 hp	None	10									
7	320 Chlorinators	None	10									
	Structures:	None										
8	304 Wood	None	15									
9	304 Masonry	None	30									
10	305 Storage Tanks	1/1/1976	50	unknown	-	-	42					
11	311 Pressure Tanks	1/1/1999	50	unknown	-	-	19					
12	331 Distribution System (mains and lines)	1/1/2003	50	unknown	-	-	15					
13	334 Meters and Service (taps not covered by fees)	4" Meter 01/01/9	20	16,000.00	-	-	19		800.00	15,200.00	800.00	
14	340 Office Computer	1/1/2015	10	3,500.00	-	-	3		350.00	1,050.00	2,450.00	
15	340 Office Computer	3/1/2017	10	1,390.00	-	-	1		139.00	139.00	1,251.00	
16	341 Vehicles	1/1/2014	5	30,000.00	-	-	4		6,000.00	24,000.00	6,000.00	
17	343 Shop Tools	1/1/2014	15	15,000.00	-	-	4		4,000.00	4,000.00	11,000.00	
18	345 Heavy Equipment	1/1/2013	10	20,000.00	-	-	5		2,000.00	10,000.00	10,000.00	
	Other: (Please list)											
19	tractor trailer	1/1/2013	10	10,000.00	-	-	5		1,000.00	5,000.00	4,000.00	
20	polaris 4-wheeler	5/1/2014	5	14,000.00	-	-	4		2,800.00	11,200.00	3,800.00	
50	Total			109,890.00					14,089.00	70,589.00	39,301.00	

To Sch III-2,
line 2

To Sch I-1,
line 27

To Sch III-2,
line 9

Add detailed workpapers if necessary to support this Schedule

¹ Any amount paid for an item that was not incurred by the utility, such as by a customer, is deducted from the original cost. The adjusted original cost amount here, Column D-2, labeled "Adjusted Original Cost for Customer CIAC". Column D-2 will then be depreciated and the net book value will be calculated (Column G). For an item with the entire amount of its original cost paid for by customer(s), Columns D-2, E, F and G would be zero. See Schedule III-8 for developer CIAC.

4. Other Operating Information

<u>Connection information</u>	<u>End of Prior Year</u>		<u>Connection information</u>	<u>End of Year</u> mm/dd/yyyy	<u>End of Prior Year</u>
	<u>End of Year</u> mm/dd/yyyy	<u>mm/dd/yyyy</u>			
WATER:			SEWER:		
1 Number of active water connections	12/31/2018	12/31/2017	Number of active sewer connections	NA	NA
5/8" or 3/4"	\$ 129	\$ 121	Residential		
3/4"			Non-residential		
1"	\$ 33	\$ 32			
1 1/2"	\$ 3	\$ 32			
2"	\$ 2	\$ 2			
List all additional meter sizes:	\$ -	\$ -	List all additional meter sizes:		
Unmetered water connections	\$ -	\$ -	Unmetered water connections		
2 Number of inactive water connections			Number of inactive water connections		
5/8" or 3/4"	\$ 25	\$ 30			
3/4"					
1"					
1 1/2"					
2"					
List all additional meter sizes:			List all additional meter sizes:		
Unmetered, inactive connections			Unmetered, inactive connections		
3 Number of active sewer connections	NA	NA	Number of active sewer connections		
4 Number of inactive sewer connections	NA	NA	Number of inactive sewer connections		
5 Total gallons purchased	\$ 17,920				
6 Total gallons pumped					
Total Water Produced	\$ 17,920				
7 Total gallons sold	\$ 16,817				
8 Gallons unaccounted for	\$ 1,103				
			Total amount of sewer treated (gallons)		

Management and Operations

1. Do you have an Application form or formal process for new customers? Yes or No Yes
2. Do you have a copy of your approved tariff and TCEQ approved drought contingency plan for customer review? Yes
3. Do you have written operating procedures for routine operations? Yes
4. Do you have a written emergency action plans? Yes
5. Do you have written personnel policies and procedures? Yes
6. Do you have risk management and safety procedures? Yes
7. Do you have customer service policies (including billing and collection)? Yes
8. Do you prepare an annual written budget for financial planning purposes? Yes
9. Provide a list of all affiliates and entities under Common Control (if any) Yes
 North Petty Chapel Water
10. If you purchase wholesale water or sewer services, please list the name(s) of the wholesaler and describe the service(s) purchased from each. Yes
 City of Corsicana wholesale water
11. If you have a current capital improvement/replacement plan, please attach a copy.

Name of Utility:

Northtown Acres Water Supply

5. Affiliated Transactions

Charges by an Affiliate to the Reporting Utility

Name of Affiliated company: North Petty Chapel Water Report Attached

NARUC Account and/or type of service		Total Affiliated Company	Total Texas	Total for reporting entity
Account #	Account name or type of service	(Dollars transacted)	(Dollars transacted)	(Dollars transacted)

Charges by an Reporting Utility to Affiliates

Name of Affiliated company: _____

NARUC Account and/or type of service		Total Affiliated Company	Total Texas	Total for reporting entity
Account #	Account name or type of service	(Dollars transacted)	(Dollars transacted)	(Dollars transacted)

1. Balance Sheet

Name of Utility: North Petty Chapel Water

Line #	<u>ASSETS</u>	End of Year mm/dd/yyyy	End of Prior Year mm/dd/yyyy
	UTILITY PLANT	12/31/2018	
1	101 Utility Plant in Service	\$ 40,390	NA
2	TOTAL UTILITY PLANT	\$ 40,390	
3	108 Less: Accumulated Amortization		
4	110 Less: Accumulated Depreciation	\$ 16,990	
5	NET UTILITY PLANT	\$ 24,651	
6	CURRENT ASSETS	xxxx	xxxx
7	131-135 Cash		
8	141-143 Accounts Receivable	\$ 1,783	
9	151 Plant Materials and Supplies (not previously expensed)		
10	171-174 Other Current Assets		
11	TOTAL CURRENT ASSETS	\$ 1,783	
12	TOTAL ASSETS*	\$ 26,434	

LIABILITIES & EQUITY

EQUITY

13	201 Common Stock	NA	
14	211 Other paid in capital	NA	
15	215 Retained Earnings	NA	
16	218 Proprietary Capital	NA	
17	TOTAL STOCKHOLDERS' EQUITY	NA	

LONG-TERM DEBT

18	224 Long-term debt (more than 1 year)	NA	
		xxxx	xxxx

CURRENT LIABILITIES (less than 1 year)

19	231 Accounts Payable	NA	
20	232 Notes Payable	NA	
21	241.0 Other Current Liabilities	NA	
	TOTAL CURRENT LIABILITIES	NA	
		xxxx	xxxx

OTHER LIABILITIES and DEFERRED CREDITS

22	253 Other Deferred Credits	NA	
23	271-272 Net Contributions in Aid of Construction	NA	
24	TOTAL OTHER LIABILITIES and DEFERRED CREDITS	NA	
25	TOTAL LIABILITIES & EQUITY*	NA	

Add NARUC accounts as needed, and if not shown above.

2. Statements of Income

Name of Utility: North Petty Chapel Water Affiliate

Line #	Report Calendar Year	Water Report Year	Sewer Report Year	Total Report Year
	2018	30,922.00		30,922.00
		A	B	C=A+B
1	Total Revenue:	\$ 30,922		\$ 30,922
	Operating Expenses:			
2	601 O & M Salaried Labor	NA	NA	NA
3	604 Employee Benefits	NA	NA	NA
4	631, 635, 636 O & M Contract labor	NA		
5	620 Operating/Maint Supplies	\$ 2,185		\$ 2,185
6	610 Purchased Water	\$ 18,335		\$ 18,335
7	615 Purchased Power			
8	635 Testing Expense			
9	618 Chemicals	\$ 10		\$ 10
10	656-659 Insurance			
11	601 General Office Salaries	NA	NA	NA
12	675 General Office Expenses	\$ 152		\$ 152
13	632 Contract Accounting	NA	NA	NA
14	633 Legal	NA	NA	NA
15	634 Management	NA	NA	NA
16	666 Amortization- Rate Case Expense	NA	NA	NA
17	403 Depreciation Expense	\$ 1,950		\$ 1,950
18	667-675 Other Misc. Expenses	\$ 1,407		\$ 1,407
	Taxes:	xxxx	xxxx	xxxx
19	409 Federal Income Taxes			
20	409.0 State Franchise Taxes/Reg Assess.	\$ 309		\$ 309
21	408 All Other Taxes			
22	Total Expenses	\$ 24,348	\$ -	\$ 24,348
23	Net Operating Income	\$ 6,574	\$ -	\$ 6,574
24	421, 433 Non-Operating Income			
	Non-Operating Deductions:			
25	426 Other			
26	427 Interest			
27	Net Income	\$ 6,574	\$ -	\$ 6,574

4. Other Operating Information

<u>Connection information</u>	End of Year mm/dd/yyyy	End of Prior Year mm/dd/yyyy	<u>Connection information</u>	End of Year mm/dd/yyyy	End of Prior Year
WATER:			SEWER:		
1 Number of active water connections	\$ 44		Number of active sewer connections	NA	
5/8" or 3/4"	\$ 40		Residential		
3/4"			Non-residential		
1"	\$ 4				
1 1/2"	\$ -				
2"	\$ -				
List all additional meter sizes:	\$ -		List all additional meter sizes:		
Unmetered water connections			Unmetered water connections		
2 Number of inactive water connections	NA		Number of inactive water connections		
5/8" or 3/4"					
3/4"					
1"					
1 1/2"					
2"					
List all additional meter sizes:			List all additional meter sizes:		
Unmetered, inactive connections	NA		Unmetered, inactive connections		
3 Number of active sewer connections	NA		Number of active sewer connections		
4 Number of inactive sewer connections	NA		Number of inactive sewer connections		
5 Total gallons purchased	\$ 4,222				
6 Total gallons pumped					
Total Water Produced	\$ 4,222				
7 Total gallons sold	\$ 4,144				
8 Gallons unaccounted for	\$ 78,000				
			Total amount of sewer treated (gallons)		

Management and Operations

- | | |
|---|---|
| 1. Do you have an Application form or formal process for new customers? | Yes or No
<input type="checkbox"/> Yes |
| 2. Do you have a copy of your approved tariff and TCEQ approved drought contingency plan for customer review? | <input type="checkbox"/> Yes we use Northtown Acres |
| 3. Do you have written operating procedures for routine operations? | <input type="checkbox"/> Yes |
| 4. Do you have a written emergency action plans? | <input type="checkbox"/> Yes |
| 5. Do you have written personnel policies and procedures? | <input type="checkbox"/> Yes |
| 6. Do you have risk management and safety procedures? | <input type="checkbox"/> Yes |
| 7. Do you have customer service policies (including billing and collection)? | <input type="checkbox"/> Yes |
| 8. Do you prepare an annual written budget for financial planning purposes? | <input type="checkbox"/> Yes |
| 9. Provide a list of all affiliates and entities under Common Control (if any). | |
| 10. If you purchase wholesale water or sewer services, please list the name(s) of the wholesaler and describe the service(s) purchased from each. | City of Corsicana – wholesale water |
| 11. If you have a current capital improvement/replacement plan, please attach a copy. | |

3-S. Sewer Plant-in-Service - Changes since the last Annual Report

Name of Utility: North Petty Chapel Water Affiliate

	Date Plant Installed/Retired mm/yyyy	Plant Additions		Plant Retirements		Plant Adjustments	Changes Since the Last Annual Report
		List Major Items by Class	Amounts	List Major Items by Class	Amounts		
WATER							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SEWER	NA						\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTALS			\$0		\$0	\$0	\$0

2. Statements of Income

Name of Utility: North Petty Chapel Water Affiliate and Northtown Acres Summary

Line #	Report Calendar Year	Water Report Year	Report Year	Total Report Year
	2018	30,922.00	117,672.00	148,594.00
		A	B	C=A+B
1	Total Revenue:	\$ 30,922	\$ 117,672	\$ 148,594
	Operating Expenses:			
2	601 O & M Salaried Labor	NA	NA	NA
3	604 Employee Benefits	NA	NA	NA
4	631, 635, 636 O & M Contract labor	NA	\$ 450	\$ 450
5	620 Operating/Maint Supplies	\$ 2,185	\$ 8,175	\$ 10,360
6	610 Purchased Water	\$ 18,335	\$ 72,920	\$ 91,255
7	615 Purchased Power		\$ 1,000	\$ 1,000
8	635 Testing Expense		\$ 634	\$ 634
9	618 Chemicals	\$ 10	\$ 15	\$ 25
10	656-659 Insurance			
11	601 General Office Salaries	NA	NA	NA
12	675 General Office Expenses	\$ 152	\$ 1,939	\$ 2,091
13	632 Contract Accounting	NA	NA	NA
14	633 Legal	NA	NA	NA
15	634 Management	NA	NA	NA
16	666 Amortization- Rate Case Expense	NA	NA	NA
17	403 Depreciation Expense	\$ 1,950	\$ 13,264	\$ 15,214
18	667-675 Other Misc. Expenses	\$ 1,407	\$ 1,407	\$ 2,814
	Taxes:	xxxx	xxxx	xxxx
19	409 Federal Income Taxes			
20	409.0 State Franchise Taxes/Reg Assess.	\$ 309	\$ 1,284	\$ 1,593
21	408 All Other Taxes			
22	Total Expenses	\$ 24,348	\$ 101,088	\$ 125,436
23	Net Operating Income	\$ 6,574	\$ 16,584	\$ 23,158
24	421, 433 Non-Operating Income			
	Non-Operating Deductions:			
25	426 Other			
26	427 Interest			
27	Net Income	\$ 6,574	\$ 16,584	\$ 23,158

VERIFICATION

OATH

(To be made by the officer having control of the accounting of the respondent)

State of Texas
County of Navarro as:
Roger Richardson makes oath and says that he/she is Owner
(Name of affiant) (Official title of affiant)
of North Petty Chapel Water
(Exact legal title or name of the respondent)

The signed officer has reviewed the report.

Based on the officer's knowledge, the report does not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading.

Based on such officer's knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition and results of operations of the issuer as of, and for, the periods presented in the report.

He/she swears that all other statements contained in the said report are true, and that the said report is a correct and complete statement of the business and affairs of the above-named respondent during the period of time from and including _____ to and including _____

Subscribed and sworn to and before me, a Notary
in and for the State and County above-named, this 16 day of Sept. 2019
My commission expires Diana Russell
(Signature of officer authorized to administer oaths)



[Signature]
(Signature of affiant)

SUPPLEMENTAL OATH

(By the president or other chief officer of the respondent)

State of _____ as:
County of _____
_____ mak _____
(Name of affiant) (Official title of affiant)
of _____
(Exact legal title or name of the respondent)
that he/she has carefully examined the foregoing report; that he/she swears that all statements of fact contained in the said report are true, and that the said report is a correct statement of the business and affairs of the above named respondent during the period of time from and including _____ to and including _____

Subscribed and sworn to before me, a _____
in and for the State and County above-named, this _____ day of _____
My commission expires _____
(Signature of officer authorized to administer oaths)

(Signature of affiant)

VERIFICATION

OATH

(To be made by the officer having control of the accounting of the respondent)

State of Texas
County of Navarro as:
Roger Richardson makes oath and says that he/she is owner
(Name of affiant) (Official title of affiant)
of Northtown Acres Water Supply
(Exact legal title or name of the respondent)

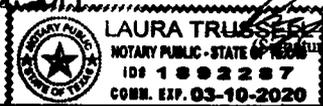
The signed officer has reviewed the report.

Based on the officer's knowledge, the report does not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading.

Based on such officer's knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition and results of operations of the issuer as of, and for, the periods presented in the report.

He/she swears that all other statements contained in the said report are true, and that the said report is a correct and complete statement of the business and affairs of the above-named respondent during the period of time from and including _____ to and including _____

Subscribed and sworn to and before me, a notary
in and for the State and County above-named, this 16 day of Sept 2019
My commission expires Laura Russell
(Signature of officer authorized to administer oaths)



SUPPLEMENTAL OATH

(By the president or other chief officer of the respondent)

State of _____
County of _____ as:
_____ mak _____
(Name of affiant) (Official title of affiant)
of _____
(Exact legal title or name of the respondent)

that he/she has carefully examined the foregoing report; that he/she swears that all statements of fact contained in the said report are true, and that the said report is a correct statement of the business and affairs of the above named respondent during the period of time from and including _____ to and including _____

Subscribed and sworn to before me, a _____
in and for the State and County above-named, this _____ day of _____
My commission expires _____
(Signature of officer authorized to administer oaths)

(Signature of affiant)

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES OF OWNERSHIP" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE. (Chapter 36, Sect. 1, Title 4 - Business and Commerce Code)

(This certificate properly executed is to be filed immediately with the County Clerk)

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED
Northtown Acres Water Supply
(print or type)

BUSINESS ADDRESS 18770 FM 709 N

CITY: Dawson STATE: Texas ZIP CODE: 76639

PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED: 1/2017 thru 1/2027

BUSINESS IS TO BE CONDUCTED AS (Check Which One):
Proprietorship [] Sole Practitioner [X] Joint Venture []
General Partnership [] Limited Partnership [] Joint Stock Company []
Real Estate Investment Trust [] Other (name type) []

CERTIFICATE OF OWNERSHIP

I/We, the undersigned, are the owner s of the above business and my/our name s and address es given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below.

Name Roger Dale Richardson Signature [Signature]

Address 18770 FM 709 N Dawson, Texas Zip Code 76639
(Residence)

Name Sheroll Lynn Richardson Signature [Signature]

Address 18770 FM 709 N Dawson, Texas Zip Code 76639
(Residence)

Name _____ Signature _____

Address _____ Zip Code _____
(Residence)

Name _____ Signature _____

Address _____ Zip Code _____
(Residence)

Name _____ Signature _____

Address _____ Zip Code _____
(Residence)

Name _____ Signature _____

Address _____ Zip Code _____
(Residence)

Name _____ Signature _____

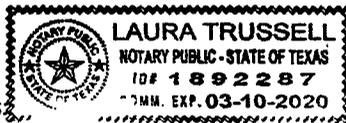
Address _____ Zip Code _____
(Residence)

2017-3
FILED FOR RECORD
AT 1:40 O'CLOCK P.M.
JAN 10 2017
SHERRY DOWD, County Clerk
NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 6 day of January, 2017
by Roger Dale Richardson and Sherelle Lynn Richardson



My commission expires

3-10-2020

Laura Trussell

Notary Public, State of Texas
Notary's printed name:

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