

- a. The Applicant shall provide the Corporation a completed Service Application And Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
- b. A final plat approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
- c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation all remaining expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the request until all remaining expenses have been paid.
- d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity, service may be extended provided that:
 - (1) The service location is not in an area receiving similar service from another retail utility;
 - (2) The service location is not within another retail utility's Certificate of Convenience and Necessity; and
 - (3) The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment).

5. **Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:

- a. The Corporation's Consulting Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the

Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.

- b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Section 4.
- c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. The Corporation's Engineer shall ensure all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of the Applicant's facility requirements.

6. **Non-Standard Service Contract.** Applicants requesting or requiring Non-Standard Service may be required to execute a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Equity Buy-In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
- d. Monthly Reserved Service Charges as applicable to the service request.
- e. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the impact the Applicant's service demand will have upon the Corporation's system capability to meet other service requests.
- f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- g. Terms by which the Corporation shall administer the Applicant's project with respect to:
 - 1) Design of the Applicant's service facilities;
 - 2) Securing and qualifying bids;
 - 3) Execution of the Service Agreement;
 - 4) Selection of a qualified bidder for construction;
 - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - 6) Inspecting construction of facilities; and
 - 7) Testing facilities and closing the project.
- h. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the project.
- i. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way,

deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

- j. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

6. **Construction of Facilities by Applicant Prior to Execution of Service Contract.** – The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

7. **Property and Right-of-Way Acquisition.** With regard to construction of facilities, the Corporation shall require private right-of-way easements or private property as per the following conditions:
- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9.)
 - b. All costs associated with facilities that must be installed in public right-of-ways on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees, and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
 - c. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site facilities.
 - d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

8. **Bids for Construction.** The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted

Revised June 2016

Section F
Page 4 of 8

practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

- a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;
- e. The Contractor shall qualify with the Corporation as competent to complete the work; and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

9. **Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Non-Standard Service Contract.

10. **Construction.**

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

11. **Dedication of Water System Extension to WSC.**

- a. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the "Facilities"), the Facilities shall become the property of the WSC. The Facilities shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the WSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for Twelve (12) months following the date of the transfer.

PART II. Request for Service to Subdivided Property

This section applies to applicants that are developers as defined in Section C Definitions.

1. **Sufficient Information** - Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.
 - a. Completion of requirements described in Section F Part I, including completing the *Non-Standard Service Application*.
 - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
 - c. Applicant shall be notified in writing by the Corporation or designated representative if service can be extended in accordance with the details described on the Applicant's request for service.
2. **Service within Subdivisions** – The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service (Texas Water Code 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.
3. **Service to Subdivisions Involving Tracts of 50 Acres or Greater**. Applicant must provide the following in addition to all other information otherwise required by this Section:
 - a. Map and description of the area to be served using map criteria in ~~30 TAC 291.105(a)(2)(A-G))~~ 16 TAC 24.105 (a)(2)(A-H)). *Revised June 2016*
 - b. Time frame for:
 - i. Initiation of service
 - ii. Service to each additional phase following the initial service
 - c. Level of service (quantity and quality) for:
 - i. Initial needs

- ii. Phased and final needs and the projected land uses that support the requested level of service for each phase
- d. Manner of service for:
 - i. Initial needs
 - ii. Phased and final needs and the projected land uses that support the requested level of service for each phase
- e. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- f. Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under ~~30 TAC Section 291.105(a)(2)(A-G)~~ 16 TAC 34.105 (a)(2)(A-H). It is important that the Applicant's written request be complete. A complete application by the Applicant should include: *Revised June 2016*

- a. the proposed improvements to be constructed by the Applicant;
- b. a map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- c. the intended land use of the development, including detailed information concerning the types of land uses proposed;
- d. the projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
- e. a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- f. a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the corporation that he/she may request expedited decertification from the ~~TCEQ~~ PUC. *Revised June 2016*

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will

prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant should respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. In any case, the Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the ~~TCEQ~~ PUC. Revised June 2016

4. **Final approval** – Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed and the corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

Section G

Rates and Service Fees

SECTION G.

RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as stated shall be non-refundable. *Additionally, rates and service fees will apply to all members unless specifically defined in the "fee" description. (Revised 7-1-17)*

1. ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be subject to a Service Investigation Fee of \$150. Such requests shall be investigated and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application. *Requests for service in the development of The Hills above PK Lake will not be charged this fee, but requests outside of the development within the CCN acquired from Rock Creek Water Supply will have this fee applied. (Revised 7-1-17)*
 - b. All Non-Standard Service requests shall be subject to a Service Investigation Fee of \$150. In addition, a fee shall be charged appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
 - (1) provide cost estimates of the project,
 - (2) to present detailed plans and specifications as per final plat,
 - (3) to advertise and accept bids for the project,
 - (4) to present a Non-Standard Service Contract to the Applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
2. ***Membership Fee.*** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation.
 - a. The Membership Fee for water service is \$300.00 for each service unit.
 - b. The Membership Fee for wastewater service has not yet been established under this Tariff.
 - c. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served.
3. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E. 2. c. (2), Section F. 7. a.)

4. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
- Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
 - Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
 - Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations as per Section E.2. (d) (6) of this Tariff or other system improvements.
5. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant shall be required to achieve parity with the contributions to the construction of the Corporation's facilities capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served. *Requests for service from the area acquired from Rock Creek Water Supply will not have this fee applied. (Revised 7-1-17)*

The formula applied to such fee calculated annually after receipt of the system audit is as follows:

Sample Calculation:

Total Contributions and Assets of the Corporation minus (-)
Accumulated Depreciation minus (-)
Outstanding Corporation Debt Principle minus (-)
Developer Contributions minus (-)
Grants received divided by
Total Number of Members / Customers equals =
Average Net Equity Buy-In Fee

- The preliminary Equity Buy-In Fee is \$420.00
- Effective May 17, 2006, the Equity Buy-In Fee is \$390.00
- Effective July 18, 2007, the Equity Buy-In Fee is \$505.00
- Effective May 22, 2008, the Equity Buy-In Fee is \$590.00
- Effective July 15, 2009, the Equity Buy-In fee is \$485.00
- Effective June 1, 2010, the Equity Buy-In fee is \$415.00
- Effective June 1, 2011, the Equity Buy-In fee is \$430.00
- Effective May 1, 2012, the Equity Buy-In fee is \$570.00
- Effective May 1, 2013, the Equity Buy-In fee is \$554.00
- Effective May 1, 2014, the Equity Buy-In fee is \$524.00
- Effective May 1, 2015, the Equity Buy-In fee is \$570.00
- Effective June 1, 2016, the Equity Buy-In fee is \$460.00
- Effective June 1, 2017, the Equity Buy-In fee is \$495.00
- Effective June 1, 2018, the Equity Buy-In fee is \$1,167.00
- Effective June 1, 2019, the Equity Buy-In fee is \$1,169.00

5-1. **Impact Fee.** *Applies only to the development of The Hills above PK Lake.*

- a. *At the time of closing on property in The Hills above PK Lake, a \$5,900 impact fee was assessed for each lot to cover the cost of the infrastructure. Approximately 176 lots plus lots not sold as of January 1, 2017, are to pay this fee prior to becoming a member and getting a meter installed.*
- b. *The Master Lot Report identifies which lots are to be assessed this fee.. The account on the RVS billing has been noted as well. (revised 7/1/17)*

6. **Monthly Charges.**

a. **Service Availability Charge**

- (1) Water Service - monthly charge for metered water service is based on demand by meter size. See Section E, d, 7. Each charge is assessed based on the number of 5/8" X 3/4" meters (as per American Water Works Association). Based on 50% of the maximum continuous flow specifications and are calculated on a proportional basis for multi-jet meters. Equivalents are established for billing purposed only as the base multiplier for the Service Availability Charge and Equity Buy-in fee. Rates and equivalents are as follows:

(2) Residential Water Service

<u>Meter Size</u>	<u>5/8 X 3/4 Meter Equivalents</u>	<u>Monthly Rate</u>
5/8 X 3/4	1	\$ 41.15
1 – inch	2.5	\$102.88
1 ½ inch	5	\$205.75
2 – inch	8	\$329.20

- (3) Condominiums that are individually owned on a master meter will bill the residential rate with the monthly bill going to the association and the association will be the member of the corporation. The monthly fee will be the residential rate times the number of individual units in each complex. The step billing rate for water will be based on ½ of the number of units in the complex.

(4) Small Business Water Service - (See Section C. Definitions)

<u>Meter Size</u>	<u>5/8 X 3/4 Meter Equivalents</u>	<u>Monthly Rate</u>
5/8 X 3/4	1	\$57.50

(5) Commercial Water Service – (See Section C Definitions)

<u>Meter Size</u>	<u>5/8 X 3/4 Meter Equivalents</u>	<u>Monthly Rate</u>
5/8 X 3/4	1	\$150.15
¾ - Inch (discontinued)	1.5	\$225.22
1 – Inch	2.5	\$375.37
1.5 – Inch	5	\$750.75
2 – Inch Displacement	8	\$1,201.20
2 – Inch Compound	8	\$1,201.20
3 – Inch Displacement	9	\$1,351.35
3 – Inch Compound	16	\$2,402.40
3 – Inch Turbine	17.5	\$2,627.63

4 – Inch Compound	25	\$3,753.75
6 – Inch Compound	50	\$7,507.50
8 – Inch Compound	80	\$12,012.00

- b. **Reserved Service Charges** -- The monthly charge for each active account at a specific location for which a meter has not been installed but for which the Corporation and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge shall be based on the Corporation's fixed costs to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's property designated to receive service. This fee is determined on a case by case basis but shall never exceed the Service Availability Charge for Metered Service on a per Service Unit basis. The reserved service charge for a normal residential meter has been set by the Board at 85% of the service availability charge. *This fee does not apply to the development of The Hills above PK Lake. (Revised 7/1/17)*
- c. **Gallonge Charge** - In addition to the Service Availability Charge, a gallonge charge shall be added at the following rates for usage during any one (1) billing period based on 1,000 gallons. *(Revised May 1, 2014)*
- (1) ~~Conservation Residential Rate per 1,000 Gallons effective January 1, 2006~~
- | | |
|---|--------------------|
| 1 to 10,000 gallons per month | \$3.16 |
| 10,001 to 30,000 gallons per month | \$4.75 |
| 30,001 to 50,000 gallons per month | \$6.25 |
| 50,000+ gallons per month | \$10.50 |
- (2) ~~Small Business per 1,000 gallons~~ \$5.45
- (3) ~~Commercial per 1,000 gallons~~ \$5.45
- (4) Residential Rate per 1,000 Gallons effective July 15, 2016 notification mailed June 14, 2016
- | | |
|--------------------------------------|---------|
| - 1 to 10,000 gallons per month | \$3.32 |
| - 10,001 to 30,000 gallons per month | \$5.00 |
| - 30,001 to 50,000 gallons per month | \$8.00 |
| - 50,000+ gallons per month | \$15.00 |
- (5) Small Business- per 1,000 gallons \$5.55
- (6) Commercial- per 1,000 gallons \$5.55

7. **Assessments** – If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year's operations. (Article XVIII of Bylaws, Section 1.)

8. **Late Payment Fee.** Once per billing period, a penalty of \$15.00 or 1%, which ever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance

to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

9. **Owner Notification Fee.** The Corporation may, at the expense of the Member, notify said Member of a renter/lessee delinquent account status prior to disconnection of service. The Owner Notification Fee shall be \$15.00 per notification. (See Miscellaneous Transaction Forms.)
10. **Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$15.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.)
11. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. (see Miscellaneous Transaction Forms)
12. **Reconnect Fee.** The Corporation shall charge a fee of \$50.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.3.b. Re-Service.
13. **Meter Tampering and Diversion Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E 23. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.
14. **Service Trip Fee.** The Corporation shall charge a trip fee of \$25.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$30.00 per employee per hour for each additional hour required. (*Revised 9-14*)
15. **Equipment Damage Fee.** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

16. **Customer History Report Fee.** A fee of \$15.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.
17. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$25.00 shall be imposed on the affected account.
18. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$300.00. *This changed to \$150.00 effective February 1, 2015.*
19. **Non-Disclosure Fee.** A fee of \$5.00 shall be assessed any customer requesting in writing that personal information under the terms of this tariff not be disclosed to the public.
20. **Information Disclosure Fee.** All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Publication Information Act: Chapter 552, Texas Government Code.
21. **Customer Service Inspection Fee.** A fee of \$40.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
22. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ PUC regulations. *Revised June 2016*
23. **Additional Assessments.** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
24. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.
25. **Stand-by Fee.** *This fee applies only to the development of The Hills above PK Lake. All lots that have been sold but do not have a meter will be assessed a \$300.00 annual stand-by fee to cover the cost of maintenance and repair of the distribution system. This is to keep the system in maintained in good order until such time as the lot owner requires a water meter to be installed on the lot. This fee was identified on the closing documents with the purchase from Southern Lakes and Leisure and may not apply to second owners of the property. (Revised 7/1/17)*

Section H Water Conservation And Drought Contingency Plan

This information is provided in separate
handbook that contains information required
annually by TCEQ and TWDB

Appendix A Application Packet

Possum Kingdom Water Supply Corporation

Service Application and Agreement

940-779-3100 Fax 940-779-3137 TDD 800-735-2989
1170 Willow Road, Graford, Texas 76449

Please Print:

DATE

APPLICANT'S NAME

CO-APPLICANT'S NAME

APPLICANT'S BILLING ADDRESS

APPLICANT'S SERVICE ADDRESS

PHONE NUMBER - Home

Work

E-MAIL ADDRESS

PROOF OF OWNERSHIP PROVIDED BY: (Check applicable box) Lease ☐ Sub-Lease ☐ Warranty Deed ☐

TYPE OF SERVICE: (Check applicable box) Single Family Residence ☐ Business ☐ Apt. Building ☐

LEGAL DESCRIPTION OF PROPERTY (Include subdivision with lot and block number from lease or warranty deed)

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

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

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

Initial to confirm receipt of pages 2-4 _____

Applicant Signature

Approved and Accepted by PKWSC

PKWSC Date Approved

TERMS AND CONTIDIONS

☐ **AGREEMENT** made on approval date between Possum Kingdom Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and the Applicant and/or Co-Applicant.

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the by-laws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

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

- a) The number of taps to be considered in the design and
- b) The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) A new water system or
 - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Membership in the Corporation and the Indication of Interest Fee, less expenses shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations and Corporation's Tariff:

The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

- (1) *All connections shall be designed to ensure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.44)*
- (2) *All outside water faucets must have an anti-siphon device on hose bib connections.*
- (3) *Any irrigation system, pool, decorative fountain, or water to a dock installed on the potable water service is required to have a Reduced Pressure Zone Assembly (RPZA) installed. This must be installed by a licensed plumber or irrigation specialist between the system and the water meter. After installation it must be inspected by a certified Backflow Prevention Assembly Tester (BPAT) with the inspection report sent to PKWSC. Inspection is required annually thereafter with the report sent to PKWSC.*
- (4) *The use of pipe and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.44) (Revised 6-2019 Per TCEQ Guidelines)*
- (5) *Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected. (Revised 9-14)*

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

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

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing for future Members, on such forms as are required by the Corporation.

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

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

☐ White, Not of Hispanic Origin
 ☐ Black, Not of Hispanic Origin
 ☐ American Indian or Alaskan Native
 ☐ Hispanic
 ☐ Asian or Pacific Islander
 ☐ Other (Specify)
 ☐ Male
 ☐ Female

Appendix B

Transaction Forms

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: _____

METER #: _____

ADDRESS: _____

ACCT #: _____

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

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

I also understand that I am responsible to see that this account balance is kept current, as is any other account in the Corporation. This account shall not be reinstated until all debt on the account has been retired.

Signature _____

Date _____

YOU CAN NOW REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS.

The Texas Legislature has enacted a bill allowing publicly owned utilities to give their customers the options of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052(a)}

There is a one-time charge of \$5.00 to cover the cost of postage and implementation which can be billed to your account at the time of your request.

Simply complete the form below and return it to:

Possum Kingdom Water Supply Corporation
1170 Willow Road
Possum Kingdom Lake
Graford, TX 76449

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

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

Print this page from your browser, detach this section and return to us

Yes, I want you to make my personal information (address, telephone number, and social security number confidential. Please bill my account \$5.00 for this service.

Name of Member

Account No.

Address

Phone No.

City, State, Zip Code

Signature

MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the Possum Kingdom WSC by execution of the following document. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Possum Kingdom WSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certification has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

Location of Meter

Acct #

Final Read/ Date

Note: A fee of \$150.00 is charged to the Transferee on all transfers.

Signature of Transferor (Seller)

Mailing Address

City, State, Zip Code

Phone

Signature of Transferee (Buyer)

Mailing Address

City, State, Zip Code

Phone

**POSSUM KINGDOM WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE**

I _____, hereby request that my water meter (number _____) or account number _____ located on _____, be disconnected from Possum Kingdom Water Supply Corporation (PKWSC) service. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in a current copy of the Water Supply Corporation Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse if applicable.

Signature

Date of Signature

NOTE: Charges for service will terminate when this signed statement is received by the _____ WSC office. A \$____.00 fee will be assessed for the processing of this transaction and deducted from the membership fee in addition to final charges.



Reserved Service Request

I, _____, hereby request that my water corporation membership associated with the property listed below be put on a Reserved Service Rate. I understand that this rate is 85% of the standard minimum plus the Regulatory Agency Fee of $\frac{1}{2}$ of 1% of the total bill. I hereby agree to pay that reduced monthly rate until such time as I request regular service. This arrangement will reserve system capacity for my property at a future date.

Account Number

Address of Property

Date to Begin

Estimated Date to
Resume Active Service

Reason for Requesting Reserved Service

Member's Signature

Date

CONFIDENTIALITY OF UTILITY RECORDS

In 1992 Texas Legislature passed H.B. 859 to allow various utilities to maintain the confidentiality of certain records at the request of the customer. Effective September 1, 1993, H.B. 859 provides that a government operated utility which provides water, sewer, garbage, gas, or electricity for compensation, may not disclose personal information in a customer's account records if the customer requests in writing that the utility keep the information confidential. The utility is required to include with a bill sent to each of its customers a notice of the customer's right to request confidentiality of personal information as well as any applicable fee or form required to comply with such requests. Personal information means an individual's address, telephone number, account records, or social security number. This bill applies to WSC's, cities, districts and all governmental bodies who are subject to the Texas Public Information Act. {For Reference also see TX Utility Code Confidential, Subchapter B. 182.051 and 182.052 (a)}

Such confidentiality does not prohibit a WSC from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with any annual or special meeting of the Corporation's members.

The attached forms are designed for your use and may be copied, customized to your utility's needs, and mailed to each customer as required by law. Note the following instructions:

The attached form is for use by water supply corporations, cities or districts.

Type your address in the appropriate spaces.

Fill in the charge for the service (not to exceed \$5.00).

This is a one-time requirement for each customer. All existing customers should be notified by use of these or similar forms and all new applicants should be given notice and opportunity for confidentiality of records. The attached forms may be used in your application for new services.

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

Possum Kingdom Water Supply Corporation
1706 Park Road 36, Suite 2
Graford, Texas 76449

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

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

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

~~Detach And Return This Section~~

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

Attachment F
Existing Water Infrastructure Map



LEGEND

- EXISTING WATER DISTRIBUTION LINES
- REQUESTED CCN AREA
1,099± ACRES OF REQUESTED AREA
- EXISTING PKWSC CCN AREA





ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5560

Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

OVERALL WATER FACILITIES MAP POSSUM KINGDOM WSC (WATER CCN 12890) PALO PINTO COUNTY, TEXAS

7555

04/21/2020

Attachment G
Barndo Request for Service

Possum Kingdom Water Supply Corporation

New Service Request

The Possum Kingdom Water Supply Corporation is a member owned, not for profit, public water provider. The regional system is being funded through Federal and State loans and grants. Bidding for the construction of the system was based upon the scope of the project as determined by the number of members who had joined as of August 31, 2002. Any system improvements for members wishing to be served by the system and who joined after that date are not included in the Federal and State funding.

In order for the PKWSC to determine whether a prospective member may be served by the system, a Service Investigation must be conducted by the Corporation's engineer. The Service Investigation will take into account whether a water distribution line is present to serve a particular site and whether an existing water line is of sufficient capacity to serve an additional connection. This will also identify costs associated with providing an additional water service line. Refer to the current rate chart for a detail of fees for a standard installation for new service. In addition, the new member must pay all costs to construct any improvements to serve a new connection. To initiate a Service Investigation, please fill out the form and return it along with a check for \$150.00 to the PKWSC. This cost is included in the total cost referenced on the rate sheet and is non-refundable. This form and all subsequent documentation related to this request are valid for 90 days. After the 90 days if new service is not activated, the "New Service Request" form and fees must be resubmitted.

Name Barndo Partners, LLC

Billing Address 2117 Canyon Rock Court Phone 325-660-8051

City, State, Zip Code Abilene, Texas 79606

Service Address 17060 N State Highway 16 Graford, Tx 76449 (Approx. 500 FT SE of Hwy 16 Intersection with FM 2353)

Legal Description of Property (Include name of road, subdivision with lot and block number)

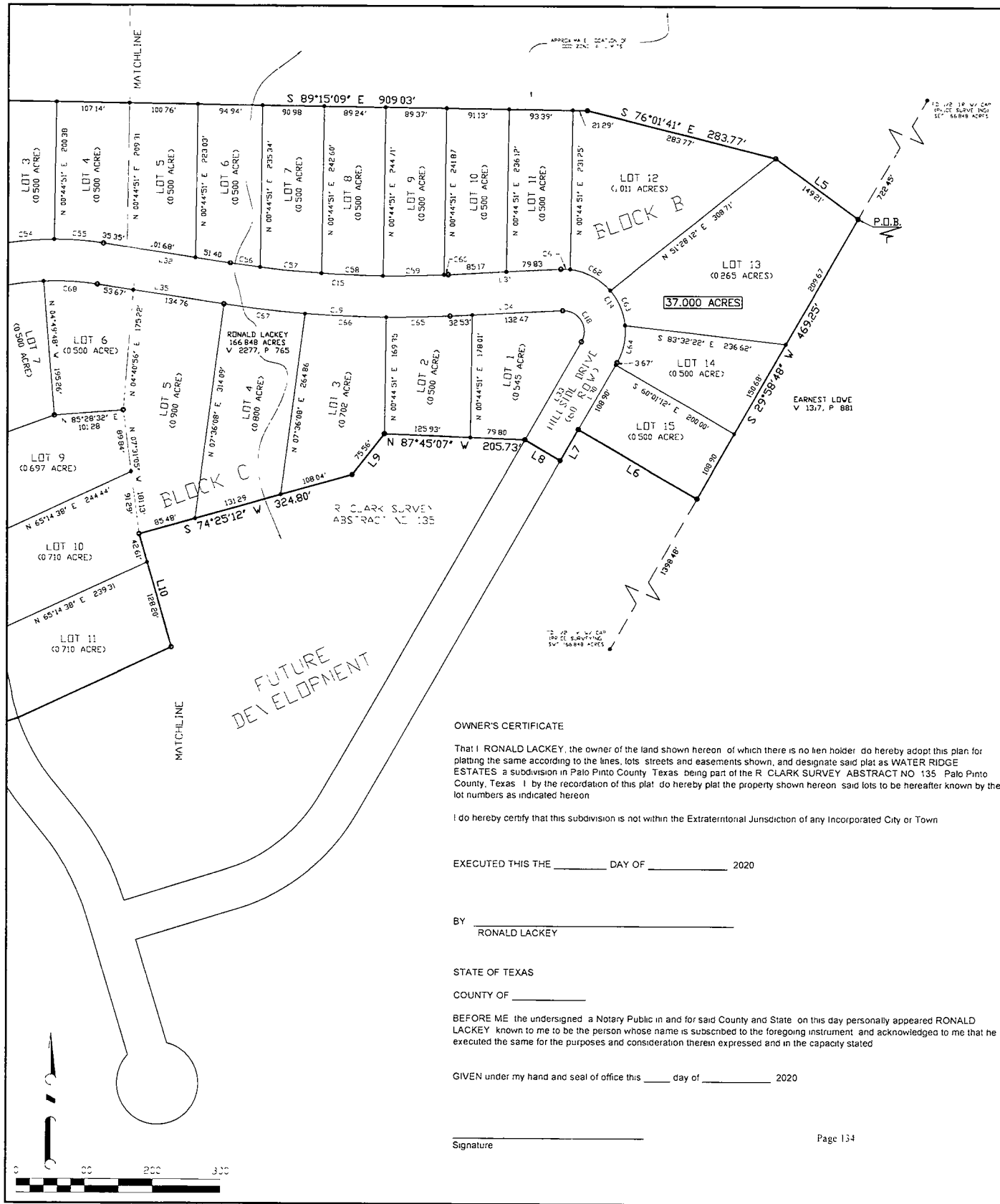
Please see attached property survey and legal description

Note: Form must be completed by applicant only. **A map of service location request must be attached.**

Please mail this form with a check for \$150.00 to:

**Possum Kingdom Water Supply Corporation
1170 Willow Road
Possum Kingdom Lake
Graford, TX 76449**

940-779-3100 Fax 940-779-3137 TDD 800-735-2989



LEGAL DESCRIPTION

Of a 37.000 acres tract of land out of the R. Clark Survey Abstract No. 135 Palo Pinto County Texas being part of a certain 166.848 acres tract described in Volume 2277 Page 665 of the Official Public Records of Palo Pinto County Texas and being further described by metes and bounds as follows:

Beginning at a set 1/2" iron rod with cap (PRICE SURVEYING) in the southeast line of said 166.848 acres tract and in the northwest line of a tract described in Volume 1317 Page 881 of said Official Public Records for the northeast and beginning corner of this tract. Whence the northeast corner of said 166.848 acres tract bears N 29 deg 58 min 48 sec E 722.45 feet and the northeast corner of said R. Clark Survey is called to bear N 29 deg 58 min 48 sec E 722.45 feet and S 59 deg 38 min 08 sec E 1646.0 feet. Thence S 29 deg 58 min 48 sec W 469.25 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the southeast line of said 166.848 acres tract for the southeast corner of this tract.

Thence N 60 deg 01 min 12 sec W 200.00 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 29 deg 58 min 48 sec W 52.29 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 60 deg 01 min 12 sec W 60.00 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 87 deg 45 min 07 sec W 205.73 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 38 deg 15 min 17 sec W 75.56 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 74 deg 25 min 12 sec W 324.80 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 16 deg 11 min 26 sec E 170.81 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 65 deg 14 min 38 sec W 246.82 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 71 deg 12 min 39 sec W 60.03 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence Northernly along the arc of a 15 deg 58 min 02 sec curve to the right with a radius of 358.83 feet a central angle of 06 deg 50 min 25 sec a chord of N 15 deg 22 min 09 sec W 42.81 feet and an arc length of 42.84 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence N 11 deg 56 min 56 sec W 25.00 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 78 deg 03 min 04 sec W 20.00 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence Westerly along the arc of a 13 deg 22 min 38 sec curve to the left with a radius of 428.30 feet a central angle of 20 deg 24 min 58 sec a chord of S 6 deg 50 min 35 sec W 151.81 feet and an arc length of 152.62 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence S 47 deg 38 min 06 sec W 131.77 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence Southwesterly along the arc of a 11 deg 41 min 13 sec curve to the right with a radius of 490.26 feet a central angle of 18 deg 57 min 50 sec a chord of S 67 deg 07 min 01 sec W 161.53 feet and an arc length of 162.27 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence S 76 deg 35 min 56 sec W 89.21 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence Southwesterly along the arc of a 28 deg 58 min 2" curve to the left with a radius of 197.75 feet a central angle of 46 deg 58 min 52 sec a chord of S 53 deg 06 min 30 sec W 157.64 feet and an arc length of 162.15 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract.

Thence S 29 deg 37 min 04 sec W 50.00 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the north right of way line of State Highway No. 16 and in the southwest line of said 166.848 acres tract for the southwest corner of this tract.

Thence N 60 deg 22 min 56 sec W 801.71 feet along the north right of way line of said State Highway No. 16 and the southwest line of said 166.848 acres tract to a found 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this and said 166.848 acres tract.

Thence N 49 deg 05 min 26 sec W 215.22 feet along the north right of way line of said State Highway No. 16 and the southwest line of said 166.848 acres tract to a set 1/2" iron rod with cap (PRICE SURVEYING) for the northwest corner of this tract.

Thence N 66 deg 31 min 18 sec E 190.27 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 74 deg 03 min 59 sec E 231.83 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 72 deg 34 min 27 sec E 655.12 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 54 deg 23 min 43 sec E 116.30 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 1 deg 59 min 19 sec E 185.25 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 68 deg 28 min 52 sec E 265.90 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence N 79 deg 42 min 23 sec E 114.02 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 89 deg 15 min 09 sec E 909.03 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 76 deg 01 min 41 sec E 283.77 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for a corner of this tract. Thence S 55 deg 55 min 33 sec E 149.21 feet to the place of beginning.

THE STATE OF TEXAS

COUNTY OF PALO PINTO

APPROVED BY THE COMMISSIONER'S COURT OF PALO PINTO COUNTY TEXAS

ON THIS THE _____ DAY OF _____, 2020

COUNTY JUDGE

COMR. PRECINCT #1

COMR. PRECINCT #2

COMR. PRECINCT #3

COMR. PRECINCT #4

STATE OF TEXAS

COUNTY OF PALO PINTO

I, _____, 9-1-1 COORDINATOR IN AND FOR SAID COUNTY DO HEREBY APPROVE THIS PLAT

OWNER'S CERTIFICATE

I, RONALD LACKEY, the owner of the land shown hereon of which there is no ten holder do hereby adopt this plan for platting the same according to the lines, lots, streets and easements shown, and designate said plat as WATER RIDGE ESTATES a subdivision in Palo Pinto County Texas being part of the R. CLARK SURVEY ABSTRACT NO. 135 Palo Pinto County, Texas. I, by the recordation of this plat do hereby plat the property shown hereon said lots to be hereafter known by the lot numbers as indicated hereon.

I do hereby certify that this subdivision is not within the Extrajurisdictional Jurisdiction of any Incorporated City or Town

EXECUTED THIS THE _____ DAY OF _____, 2020

BY _____
RONALD LACKEY

STATE OF TEXAS

COUNTY OF _____

BEFORE ME the undersigned a Notary Public in and for said County and State on this day personally appeared RONALD LACKEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated

GIVEN under my hand and seal of office this _____ day of _____, 2020

Signature

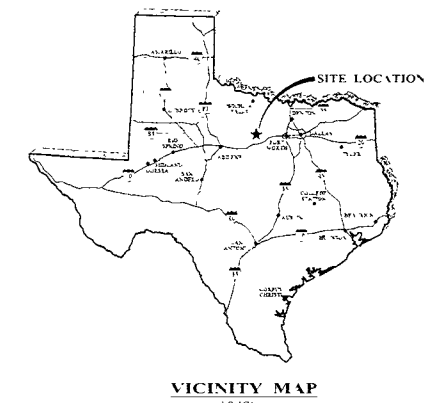
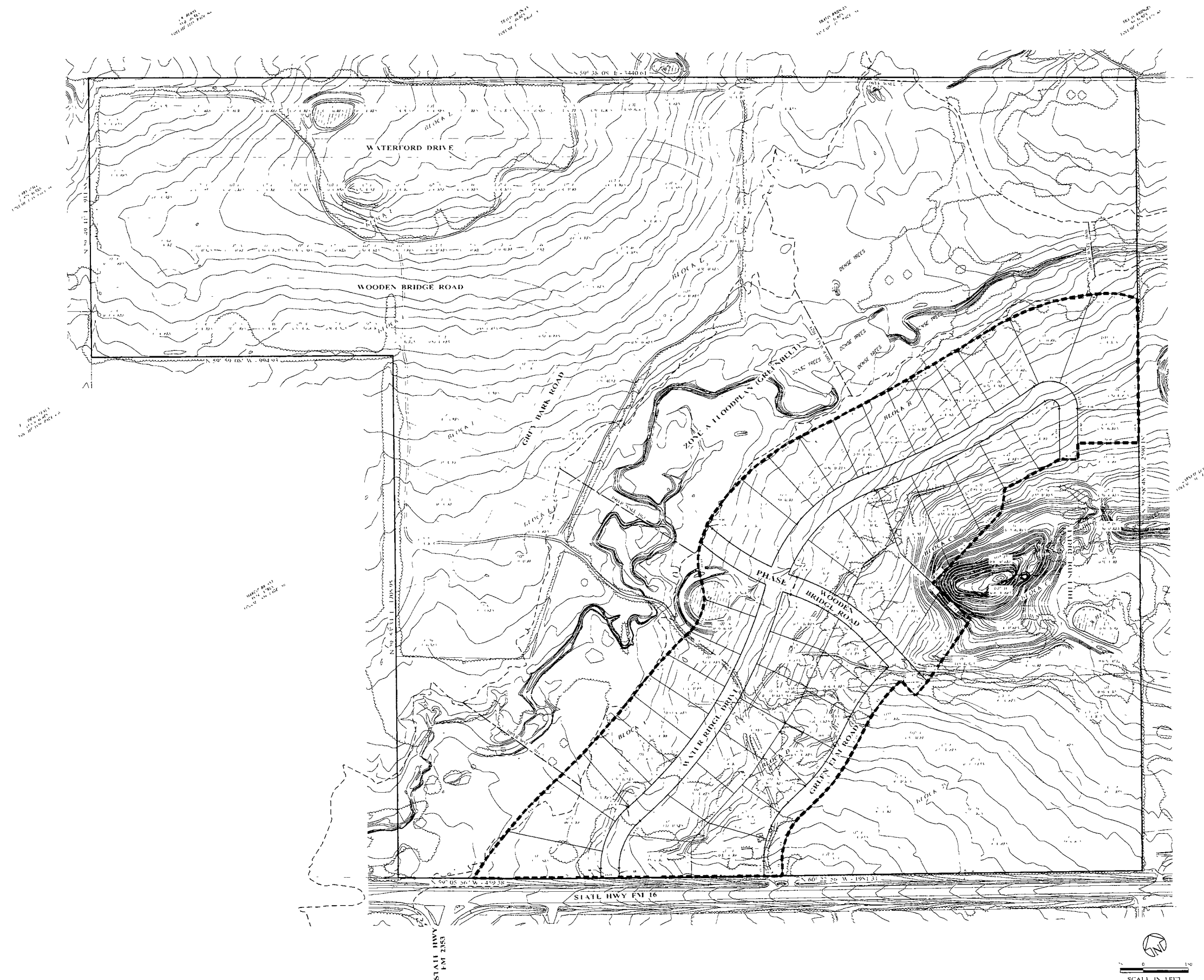
Page 134

WATER RIDGE ESTATES

BEING A SUBDIVISION OF 37.000
ACRES OUT OF THE R. CLARK
SURVEY ABSTRACT NO. 135
PALO PINTO COUNTY TEXAS

PLAT DATE APRIL 7, 2020

PAGE 2 OF 2

OWNER

BARNDO PARTNERS LLC
2117 CANYON RANCH CT
ABILENE TEXAS 79606

SURVLYOR-

PRICE SURVIVING LP
213 SOLID OAK
MINERAL WILLS TEXAS 76067

ENGINEER:

ENPROTEC/HIBBS & TODD, INC.
402 CEDAR STREET
ABILENE, TEXAS 79601

NOTES

- 1 157 LOTS SMALLER THAN 10 ACRES
108 LOTS > 10 ACRES AND < 20 ACRES
- 2 PHASE 1 CONSISTS OF 57 LOTS
- 3 ALL STRIPTS WILL BE PRIVATELY MAINTAINED BY THE
WATER RIDGE HOME OWNERS ASSOCIATION
- 4 WASTEWATER WILL BE AN ON-SITE SYSTEM FOR EACH LOT
AND FINAL DESIGN AND INSTALLATION WILL BE IN
COMPLIANCE WITH THE BRAZOS RIVER AUTHORITY
JURISDICTION
- 5 WATER WILL BE SUPPLIED BY THE POSSUM KINGDOM
WATER SUPPLY CORPORATION

THE COMMISSIONER'S COURT OF PALO PINTO COUNTY TEXAS
ON THE _____ DAY OF _____ 2020 VOTED
AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF
THIS PRELIMINARY PLAT SUBJECT TO CONDITIONS
ENUMERATED IN THE MINUTES OF THIS DATE

BY _____
PALO PINO COUNTY JUDGE



**PRELIMINARY PLAT
(INSPECTION PURPOSES ONLY)
OF
WATER RIDGE ESTATES (166.85 ACRES)
PALO PINTO COUNTY, TEXAS**

7-18 PROJECT NO 03 62 2020 DATE	DDT DESIGNED BY D B H DRAWN BY D D J CHECKED BY
--	--

Attachment H
PKWSC Information

Articles of Incorporation

Bylaws

List of Operators



The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

POSSUM KINGDOM WATER SUPPLY CORPORATION
CHARTER NUMBER 01232231

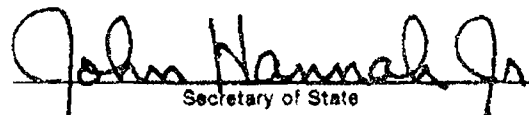
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 19, 1992




Secretary of State

ARTICLES OF INCORPORATION
OF
POSSUM KINGDOM WATER SUPPLY CORPORATION

FILED
In the Office of the
Secretary of State of Texas

MAY 19 1992

Corporations Section

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PALO PINTO

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least three of whom are citizens of the State of Texas, acting as incorporators of a Corporation, do hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I.

The name of the Corporation is POSSUM KINGDOM WATER SUPPLY CORPORATION.

ARTICLE II.

The corporation is a non-profit Corporation organized under Article 1434a of the Revised Civil Statutes of Texas of 1925, as amended, supplemented by the Texas Non-Profit Corporation Act, Articles 1.0 et seq., as amended, and is authorized to exercise all powers, privileges and rights conferred on a Corporation by these Acts, and all powers and rights incidental in carrying out the purposes for which is formed, except such as are inconsistent with the express provisions of these Acts.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The Corporation is formed for the purpose of furnishing a water supply for business, general farm use and domestic purposes to individuals residing in the rural communities of Possum Kingdom Lake, Palo Pinto County, Texas, and the surrounding rural areas. The places where the business of the Corporation is to be transacted shall be in Palo Pinto County, Texas and the surrounding rural areas.

ARTICLE V.

The address of the initial registered office of the Corporation is HC 74 Box 400 Graham, Texas 76450, and the name of the registered agent at such address is George N. Bailey, Jr.

ARTICLE VI.

The number of directors constituting the initial Board of Directors of the Corporation is nine (9), and the names and addresses of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
George N. Bailey	HC 74 Box 535	Graham, Texas 76450
J.M. McNallen	HC 74 Box 577	Graham, Texas 76450
Paul Descoteaux	HC 52 Box 1008	Graford, Texas 76449
Donald R. Heinze	HC 52 Box 1077	Graford, Texas 76449
Charlie Gray	Box 36	Caddo, Texas 76429
Charles Garrett	HC-51 Box 195	Graford, Texas 76449
Maxie R. Roman	HC 74 Box 515	Graham, Texas 76450
<i>N/S</i> Gordon G. Simmons	HC 74 Box 421	Graham, Texas 76450
Nancy M. Bailey	HC 74 Box 535	Graham, Texas 76450

ARTICLE VII.

The name and street of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
George N. Bailey	HC 74 Box 535	Graham, Texas 76450
J.M. McNallen	HC 74 Box 577	Graham, Texas 76450
Paul Descoteaux	HC 52 Box 1008	Graford, Texas 76449
Donald R. Heinze	HC 52 Box 1077	Graford, Texas 76449
Charlie Gray	Box 36	Caddo, Texas 76429
Charles Garrett	HC-51 Box 195	Graford, Texas 76449
Maxie R. Roman	HC 74 Box 515	Graham, Texas 76450
<i>N/S</i> Gordon G. Simmons	HC 74 Box 421	Graham, Texas 76450
Nancy M. Bailey	HC 74 Box 535	Graham, Texas 76450

Each incorporator shall be a member of the Board of Directors who are to serve as directors until the first annual meeting of the members, or until the first successors are elected and qualified.

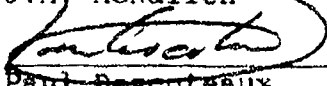
ARTICLE VIII.

The Corporation is and shall continue to be a Corporation without capital stock, and membership in the Corporation shall be deemed personal estate and shall be transferable only on the books of the corporation in such manner as the By-Laws may prescribe.

IN WITNESS WHEREOF, we have hereunto set our hands, this the 11th day of May 1992.


George N. Bailey


J.M. McNallen


Paul Descoteaux


Donald R. Heinze


Charlie Gray


Charles Garrett


Maxie R. Roman


Gordon G. Simmons


Nancy M. Bailey

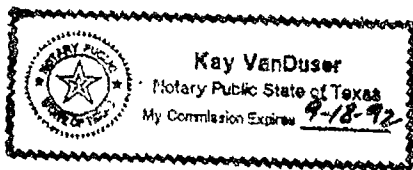
THE STATE OF TEXAS

COUNTY OF PALO PINTO

I, Kay VanDuser, a Notary Public, do hereby

certify that on this 11th day of May, 1992, personally appeared before me, George W. Bailey, J.M. McNallen, Paul Descoteaux, Donald R. Heinze, Charlie Gray, Charles Garrett, Maxie R. Roman, Gordon G. Simmons, and Nancy M. Bailey who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Kay VanDuser
Notary Public in and for
Palo Pinto County, Texas

My Commission expires 9-18-92

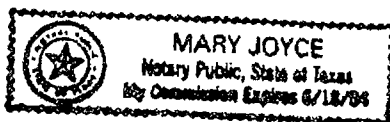
THE STATE OF TEXAS

COUNTY OF PALO PINTO

I, Mary Joyce, a Notary Public, do hereby

certify that on this 15th day of May, 1992, personally appeared before me Charlie Gray, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Mary Joyce
Notary Public in and for
Palo Pinto County, Texas

My commission expires 6-18-94

21. Acknowledgment by Employee

I understand that the personnel policies in this handbook are intended for a general guide only and that the provisions may be amended or deleted by Possum Kingdom Water Supply Corporation's Board of Directors at any time. I have agreed to read and follow the policies, procedures and guidelines contained in this handbook. I specifically understand that the handbook does not create a contract of employment or alter my status as an at-will employee. I further understand that no employee has the authority to make oral promises or contract with regard to my employment other than the General Manager or the Board of Directors, and then only when such promises are reduced ^{to} in writing.

EMPLOYEE'S SIGNATURE

DATE

22. Board of Approval

ATTEST; I CERTIFY THAT I WAS PRESENT AT THE BOARD OF DIRECTORS MEETING Oct 24, 2001 (DATE), IN POSSUM KINGDOM LAKE, TEXAS, AND THE FOREGOING PERSONNEL POLICIES WERE ADOPTED BY A MAJORITY VOTE OF THE BOARD.

S. M. Bailey
PRESIDENT

Johnny Gilman
SECRETARY/TREASURER

DATED THIS 24 DAY OF OCTOBER 2001.

BYLAWS
of
POSSUM KINGDOM WATER SUPPLY CORPORATION

Bylaws of Possum Kingdom Water Supply Corporation, having been presented to the Board of Directors of said Corporation and duly adopted as follows:

ARTICLE I

The President shall preside and vote at all Members' and Directors' meetings. The President shall perform all other duties that usually pertain to the office or are delegated by the Board of Directors.

ARTICLE II

The Vice-President shall, in case of the absence or disability of the President, perform the duties of the President.

ARTICLE III

The Secretary-Treasurer shall have custody of all monies, records and securities of the Corporation. The Secretary-Treasurer shall keep minutes of all meetings of the Corporation. All monies of the Corporation shall be deposited by the Secretary-Treasurer in such depository as shall be selected by the Directors. Checks must be signed by the Secretary-Treasurer or assistant or deputy secretary, and the President or a designee of that office. The Secretary-Treasurer shall have custody of the seal of the Corporation and affix it as directed by resolution passed by the Board of Directors or Members. The Board of Directors may appoint an employee as assistant or deputy secretary to assist the Secretary-Treasurer in all official duties pertaining to that office.

The position of the Secretary-Treasurer, and other Board positions and/or employees entrusted with receipt and disbursement of funds, shall be placed under a fidelity bond in an amount which shall be set from time to time, but not less than once each year, by the Board of Directors. The fidelity bond coverage amount shall approximate the total annual debt service requirements for all USDA Rural Development, Rural Utilities Service (RUS) loans and be evidenced by a position fidelity schedule bond as acceptable to USDA Rural Development, RUS, or its successor agencies and assigns.

All purchases over \$10,000 require board approval except for monthly expenses.

ARTICLE IV

Section 1. The Board of Directors shall consist of nine Directors, a majority of whom shall constitute a quorum. Upon issuance of the Charter and annually thereafter on the date of their regular April monthly meeting, the Board of Directors shall elect a President, a Vice-President and a Secretary-Treasurer. The Directors shall be elected by the Members at the Members' meetings provided for in Article VI of the Bylaws. The Directors shall be divided into three (3) classes, each class to be as near as equal in number as possible. The terms of the Directors of the first class shall expire at the first annual meeting of the Members after their election; the terms of the Directors of the second class shall expire at the second annual meeting after their election; and terms of the Directors of the third class shall expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting. Directors, as such, shall not receive any stated salary for their services, except as provided for by state law.

Upon the death or resignation of a Director, a successor shall be appointed by a majority of the existing Directors to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the remaining balance of the previously vacated term.

Section 2. Officers and Directors may be removed from office in the following manner, except as otherwise provided in Article V: Any Member, Officer, or Director may present

charges against a Director or Officer by filing such charges in writing with the Secretary-Treasurer of the Corporation. If presented by a Member, the charges must be accompanied by a petition signed by at least ten (10) percent of the Members of the Corporation. Such removal shall be voted on at the next regular or special meeting of the Membership and shall be effective if approved by a vote of 2/3 majority of those voting if a quorum is present. The Director(s) or Officer(s) against whom such charges have been presented shall be informed in writing of such charges at least twenty (20) days prior to the meeting, and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses; and the person or persons presenting such charges shall have the same opportunity. If the removal of a Director(s) is approved, such action shall also vacate any other office(s) held by the removed Director(s) in the Corporation. A vacancy in the Board thus created shall immediately be filled by a qualified person other than the removed Director upon a vote of a majority of the Members present and voting at such meeting, in accordance with the written annual or special meetings procedures as adopted by the Board. A vacancy in any office thus created shall be filled by the Board of Directors from among their number so constituted after the vacancy in the Board has been filled.

Section 3. The President of the Board, or Vice-President, shall preside at any meeting of the Members convened to consider removal of an Officer or Director as provided under Section 2, unless the President is the subject of charges, in which event the Vice-President shall preside. In the event both the President and the Vice-President are the subject of charges, those Directors who are not the subject of any charges shall appoint one of their number to preside over the meeting. Any meeting convened to consider the removal of an Officer or Director shall be conducted in accordance with the procedures prescribed by the Board. The fact that the President, Vice-President, or any other Officer or Director has been made the subject of charges does not otherwise prevent such individual from continuing to act in the capacity as an Officer or Director of the Corporation. Any Director that has been removed under the provisions of this Article shall not be precluded from subsequent election to a position on the Board of Directors.

Section 4. The Board of Directors shall adopt and maintain a conflict of interest policy designed to promote the business of the Corporation and serve the interests of the Membership.

Such policy, at a minimum, shall be in conformance with the provisions of the Texas NonProfit Corporation Act pertaining to duties and responsibilities of the Board of Directors.

Section 5. To be eligible for nomination for a Board of Directors position a person (a) must be a member in good standing of Possum Kingdom Water supply Corporation, or (b) be a management level employee of an entity (such as a condominium complex, non-profit organization, etc.) that is a member, and such employee must be the individual designated to vote that entity's ballot at regular and special Membership meetings. Additional requirements, such as willingness to attend meetings, training sessions and the like are part of the established regular annual Membership meetings procedures and are published with the Nomination Form. The Credentials Committee will rule on any potential board nominee whose eligibility is doubtful. An adverse ruling by the Credentials Committee may be appealed to the entire board by the potential board nominee.

ARTICLE V

Section 1. Meetings of the Board of Directors shall be held at such time and place as the Board may determine at the previous meeting, and shall include posting of the meeting as required by the Texas Open Meetings Act. The Board of Directors shall ensure that all meetings comply with the requirements of the Open Meetings Act, Chapter 551, Texas Government Code, including any subsequent amendment thereto. In the event of any conflict between the provisions of these Bylaws and the requirements of the Open Meetings Act, the provisions of the Open Meetings Act shall prevail.

Section 2. Any Director failing to attend two (2) consecutive meetings may be given written notice by the balance of the Board of Directors that failure by said Director to attend a third consecutive meeting, without justifiable cause acceptable to the balance of the Board of Directors, shall give rise to removal of said Director from the Board. A successor shall be appointed by a majority vote of the Directors remaining to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the balance of the term.

Section 3. The Board of Directors shall provide access for the public, new service applicants, or Members to the meetings of the Board of Directors by setting aside a time for hearing of suggestions, proposals, or grievances; however, there shall be no deliberations or actions by the Board unless such has first been noticed in accordance with the Texas Open Meetings Act. The Board of Directors shall establish reasonable rules for access to such meetings.

Section 4. The Board of Directors may, upon lawful notice to the public, meet in executive session when permitted, in the manner and for such limited purposes as provided for in the Texas Open Meetings Act, as amended, and for no other reason. All proceedings of any meeting at which a quorum of Directors is present to discuss the business of the Corporation shall be recorded in the manner required by the Texas Open Meetings Act.

Section 5. In conducting their duties as members of the Board, Directors: (1) shall be entitled to rely, in good faith and with ordinary care, on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or the Corporation's affairs that have been prepared or presented by one or more officers or employees of the Corporation, or by legal counsel, public accountants, or other persons retained by the Corporation for the development of professional advice and information falling within such person's professional or expert competence; (2) may believe, in good faith and with ordinary care, that the assets of the Corporation are at least that of their book value; and (3) in determining whether the Corporation has made adequate provision for the discharge of its liabilities and obligations, may rely in good faith and with ordinary care, on the financial statements of, or other information concerning, any person or entity obligated to pay, satisfy or discharge some or all of the Corporation's liabilities or obligations; and may rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more Officers or employees of the Corporation, legal counsel, public accountants, or other persons provided the Directors reasonably believes such matters to fall within such person's professional or expert competence. Nevertheless, Directors must disclose

any knowledge they may have concerning a matter in question that makes reliance otherwise provided herein to be unwarranted.

ARTICLE VI

Section 1. There shall be a regular meeting of the Members annually, on the second Saturday in March to transact all business that may be properly brought before it. The Secretary-Treasurer shall give at least fifteen (15) days written notice of such annual meeting to the Membership indicating the time, place and purpose of such meeting, and shall address and mail the notice to each Member at the address last known to the Corporation. Failure to hold or call an annual or special meeting in accordance with these Bylaws shall give each Member rights to compel the Board of Directors to properly hold an annual or special meeting of the Membership. Voting by proxy shall be permitted. Members holding ten percent (10%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum for the transaction of business.

Section 2. The Board of Directors shall adopt, and from time to time may revise, written procedures for conducting annual or special Membership meetings, including the proxy and/or ballot form which shall be the official proxy and/or ballot for such meetings; procedures for proper notification of the Membership of such meetings and delivery of the Corporation's official proxy and/or ballot forms to the Membership; procedures to determine, qualify and register the eligible voters for such meetings; and procedures for canvassing all votes and recording the results of all elections at such meetings of the Membership.

Section 3. The Board of Directors shall establish a standing Credentials Committee of three (3) Members, of which the Secretary-Treasurer shall be the chairperson. This committee shall at no time have sufficient board members appointed to constitute a quorum of the Board of Directors. This committee, in accordance with procedures adopted by the Board under Section 2, shall notify the Membership of annual or special Membership meetings and deliver the Corporation's official proxy and/or ballot forms to the Membership; determine, qualify, and register the eligible voters for such meeting; validate proxies, determine presence of quorum for conducting the meeting, canvas all votes, and record the results of such elections. Should the

individual holding the office of Secretary-Treasurer be running for re-election, the President shall appoint an officer not currently running for re-election to serve as chairperson of this committee.

Section 4. After fixing a date for the notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all voting members who are entitled to vote as of the record date of the meeting. The list must show the address of each voting member. No later than two (2) business days after the date notice is given of the meeting, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Corporation's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. Any voting Member, or voting Member's agent or attorney, shall be allowed, on written demand, to inspect and, at a reasonable time and at their expense, copy the list. Further, the Board shall make the list of voting Members available at the meeting, and shall allow inspection of such list by any voting Member or voting Member's agent or attorney at any time during the meeting, including any adjournments thereof.

ARTICLE VII

A special meeting of the Members or Directors may be called by the President, or by demand by a majority of the board members or one-third (1/3) of the Members.

Special meetings of the Directors may be held upon the posting of notice of such special meeting, in the manner provided under Article V of the Bylaws, at least two hours before the meeting is convened. It shall be the responsibility of the President, or a designee of that office, to ensure that proper notice is posted and Directors are properly notified. In no event shall any special meeting of the Directors be convened where the business of such meeting could be considered at a regular meeting of the Directors receiving at least seventy-two (72) hours notice as provided under Article V of these Bylaws.

Prior to convening any special meeting of the Members, the President shall request in writing that the Secretary-Treasurer give at least ten (10) days prior notice to the Members, and that such special meeting is otherwise noticed, as required under Article 1396-2.11, Texas

Revised Civil Statute, and as provided under Article V of these Bylaws. Such notice shall specify the time, place and purpose of the meeting, and shall be addressed and mailed to each of the Members at their address last known to the Corporation, personally delivered to each Member, or sent by facsimile to each Member.

ARTICLE VIII

The Corporation in accordance with Article II of the Articles of Incorporation is a non-profit water supply corporation organized pursuant to Article 1434(a), Vernon's Texas Civil Statutes, as amended (Chapter 67 of the Texas Water Code), and the Corporation has authority to carry out the duties as authorized in those statutes.

The Corporation shall conduct its business on a non-profit basis, and no dividends shall ever be paid upon the Memberships of such Corporation. All profits arising from the operation of such business shall be annually paid out to the persons who have, during the past year, transacted business with the Corporation, in direct proportion to the amount of business transacted, provided that no such dividends shall ever be paid while any indebtedness of the Corporation remains unpaid and, provided also, that the Directors of the Corporation may allocate to sinking fund(s) and reserve accounts such amount of profits as they deem necessary for maintenance, operation, capital improvements, expansions and replacements of all facility components, as provided by Section 67.008 (d) of the Texas Water code. Funds allocated by the Board to a sinking fund for replacement, amortization of debts, and the payment of interest that are not required to be spent in the year in which deposited shall be invested in accordance with the provisions of Section 67.014 (b) of the Texas Water Code.

ARTICLE IX

The Directors of the Corporation shall establish and maintain, so long as the Corporation is indebted to the Government, in an institution insured by the State or Federal Government, or invested in readily marketable securities backed by the full faith and credit of the United States of America, a reserve account separate and apart from other fund accounts of the Corporation. Securities so purchased shall be deemed at all times to be part of the reserve fund account. There shall be deposited in such fund the sum as required by a total of all loan resolutions executed by

the Corporation. Such deposits shall be made monthly and shall continue until the total amount deposited equals the sum as required by the executed loan resolutions provided, however, that after any withdrawals, such deposits shall be resumed until the amount accumulated in the fund is restored to the sum as required by the executed loan resolutions.

Withdrawals may be made from this fund only upon prior written approval from USDA Rural Development, RUS. Approval shall be made only for emergency repairs, obsolescence of equipment, improvements to facility, and for making up any deficiencies in revenue for loan payments.

ARTICLE X

Section 1. The Corporation shall have Members as defined by the Texas Water Code. All customers of the Corporation must hold a Membership or obtain their service through a Membership. A person or entity that holds an interest in property solely as security for the performance of an obligation or that only builds on or develops the property for sale to others is not required to hold a Membership as a condition to receive service on a limited basis. Every person (which includes any legal entity) owning or having a legal right to the control, possession or occupancy of property served, or which may reasonably be served by the Corporation, shall have the right to become a Member of the Corporation upon payment of the Membership fee hereinafter provided and upon compliance with the Corporation's conditions of water and/or sewer service as provided for in its published charges, rates and conditions of service. Membership shall not be denied because of the applicant's race, color, religion, sex, age, marital status, familial status, handicap, income from Public Assistance, disability or national origin. It is the intent of the Corporation to provide service on a nondiscriminatory basis.

Section 2. The Membership fee shall be as determined by the Board of Directors. Payment of Membership fee or transfer of Membership shall entitle an applicant to further qualify for one (1) connection to the system or shall entitle a transferee of Membership to continue to qualify for service to an existing connection to the system by meeting the conditions for water and/or sewer as provided in the Corporation's published rates, charges, and conditions of service. A person may own more than one Membership, but each Member shall be entitled to

only one vote regardless of the number of Memberships owned. Membership certificates shall be in such form as shall be determined by the Board of Directors.

Section 3. The Membership fee may be revised by the Board of Directors as the Board may determine to be appropriate. In determining the amount of the Membership fee, however, the Board shall ensure that the fee is sufficient to establish the potential Member as being legitimately interested in securing water and/or sewer service from the Corporation for such potential Members' own needs. Furthermore, the Board shall determine and administer such fee in a manner or in an amount which does not unreasonably deny service to financially deprived potential Members. In no event, however, shall the Membership fee exceed an amount equal to the sum of twelve (12) charges of the Corporation's minimum monthly water and/or sewer rate unless previously approved by USDA Rural Development, RUS. Membership fees will be refundable.

ARTICLE XI

Where necessary for determining those Members entitled to notice of, or those Members entitled to vote at any meeting or any adjournment thereof, or where necessary to make a determination of Members for any other proper purpose, ownership of Memberships shall be deemed to be vested in those persons who are the record owners of Memberships as evidenced by the Membership transfer book on the 15th day of the month preceding the month of the date upon which the action requiring such determination is to be taken. Nothing herein shall preclude the holder of a Membership from mortgaging such Membership or, upon notification of the Corporation, preclude the holder of such mortgages from exercising legal rights pursuant to such mortgages upon proper notice to the Corporation.

ARTICLE XII

Section 1. In order to ensure that business done by the Corporation shall continue within the capacity of its facilities and to prevent undue financial burden on the Members of the Corporation, Membership in the Corporation shall be transferred in accordance with the following:

(a) Except as herein provided, Membership in the Corporation shall be deemed personal estate and a person or entity that owns any stock of, is a Member of, or has some other right of participation in the Corporation may not sell or transfer that stock, Membership, or other right of participation to another person or entity except: (1) by will to a transferee who is a person related to the testator within the second degree by consanguinity; (2) by transfer without compensation to a transferee who is a person related to the owner of the stock or other interest within the second degree by consanguinity; or (3) by transfer without compensation or by sale to the Corporation.

(b) Subsection (a) of this section does not apply to a person or entity that transfers the Membership or other right of participation to another person or entity as part of the conveyance of real estate from which the Membership or other right of participation arose.

(c) The transfer of stock, Membership, or another right of participation under this section does not entitle the transferee to water and/or sewer service unless each condition for water and/or sewer service is met as provided in the Corporation's published rates, charges, and conditions of service. Water and/or sewer service provided by the Corporation as a result of stock, Membership, or other right of participation may be conditioned on ownership of the real estate designated to receive service and from which the Membership or other right of participation arose.

(d) The Corporation may cancel a persons or other entity's stock, Membership, or other right of participation if the person or other entity fails to meet the conditions for water and/or sewer service prescribed by the Corporation's published rates, charges, and conditions of service, or fails to comply with any other condition placed on the receipt of water and/or sewer service under the stock, Membership, or other right of participation authorized under Subsection (c) of this section. The Corporation may, consistent with the limitations prescribed by Subsection (a) of this section and as provided in the Corporation's tariff, reassign canceled stock, or a cancelled Membership, or other right of participation to any person or entity that has legal title to the real estate from which the canceled Membership or other right of participation arose and for which water and/or sewer service is requested, subject to compliance with the conditions for water

and/or sewer service prescribed by the Corporation's published rates, charges, and conditions of service.

Section 2. Notwithstanding anything to the contrary here-in-above provided, the consideration for the transfer of any Membership in the Corporation from the original Members, their transferees, pledges, administrators or executors, or other persons, shall never exceed the amount of the original costs of such Membership. No gain or profit shall ever be realized from the sale or transfer of a Membership.

ARTICLE XIII

The Board may employ a manager to handle the business of the Corporation under the direction of the Board. The Board shall set the salary for the manager.

ARTICLE XIV

Notwithstanding the ownership of a Membership certificate, all Members shall be billed, disconnected, or reconnected, and otherwise shall receive service in accordance with the written policies of the Corporation, including the tariff of the Corporation. In the event a member should surrender the Membership certificate properly endorsed to the Secretary-Treasurer of the Corporation, the water and/or sewer service shall be discontinued and the obligation to pay for water and/or sewer service shall terminate except as for the minimum charge for the current month and the charge for water and/or sewer used during the current month, and except as for any prior unpaid amounts due the Corporation. Any remaining balance from the membership fee will be refunded to the former member. In the event Membership is terminated, cancelled, withdrawn, or surrendered, whether voluntarily or involuntarily, the former Member's rights and interest in the assets of the Corporation will not be forfeited.

ARTICLE XV

Upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation shall be distributed among the Members and former Members in direct proportion to the amount of their patronage with the Corporation insofar as practicable. Any indebtedness due the Corporation by a Member for water and/or sewer service or otherwise shall be deducted from

such Member's share prior to final distribution. By application for and acceptance of Membership in the Corporation, each Member agrees that upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation transferred to that Member shall be in turn immediately transferred by the individual Member to an entity that provides a water supply or wastewater service, or both, that is exempt from ad valorem taxation. By application for and acceptance of membership in the Corporation, each Member grants the Corporation's Board of Directors that Member's permission to execute all instruments and documents necessary to effectuate such transfers in order to preserve the Corporation's statutory rights to exemption from income and ad valorem taxation.

ARTICLE XVI

The fiscal year of the Corporation shall be January 1st to December 31st.

ARTICLE XVII

For so long as the Corporation is indebted for a loan or loans made to it by the United States of America through the USDA Rural Development, RUS, the Corporation shall insure with a reputable insurance company such of its properties and in such amounts as is required by the State Director of the USDA Rural Development, RUS, for the State of Texas.

ARTICLE XVIII

Section 1. If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water and/or sewer charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by USDA Rural Development, RUS, so that the sum of such assessments and the amount collected from water and/or sewer and other charges is sufficient to fully pay all costs of operation, maintenance, replacement and repayment on indebtedness for the year's operations, but this provision shall not operate for the benefit of any third party creditor other than USDA

Rural Development, RUS, without a favorable vote of the majority of the Members. Any assessments levied to make up operations deficits in any year shall be levied against Members in proportion to their patronage with the Corporation.

Section 2. In the event a Member should surrender their Membership certificate properly endorsed by the Secretary-Treasurer of the Corporation, the obligation to pay such assessments shall be limited to assessments made and levied prior to the date of surrender of the Membership certificate provided, however, that this paragraph and the second sentence of Article XIV shall not apply to relieve a Member of their obligation under special arrangements covering Multiple Membership certificates held by one Member which may have been required or approved by the USDA Rural Development, RUS.

ARTICLE XIX

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors, and committees, and shall keep a record of the name and addresses of its Members entitled to vote at its registered office or principle office in Texas.

Annually, the Board of Directors shall prepare or cause to be prepared a report of the financial activity of the Corporation for the preceding year including a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds or such financial reports as required by USDA Rural Development, RUS. Such report shall be approved by the Board of Directors.

With prior written request, corporate records, books, and annual reports, subject to exceptions provided by the Public Information Act, Chapter 552, Texas Government Code, including any amendments thereto, shall be available for public inspection and copying by the public or their duly authorized representatives during normal business hours subject to a reasonable charge for the preparation of copies.

In the event of any conflict between the provisions of the Public Information Act and the provisions of the Bylaws, the provisions of the Public Information Act shall prevail.

ARTICLE XX

These Bylaws may be altered, amended, or repealed by a vote of a majority of the Members present, whether in person or by proxy, at any regular meeting of the Members, or at any special meeting of the Members called for that purpose, except that the Members shall not have the power to change the purpose of the Corporation so as to decrease its rights and powers under the laws of the State, or to waive any requirements of bond or other provisions for the safety and security of the property and funds of the Corporation or its Members, or to deprive any Member of rights and privileges then existing, or so to amend the Bylaws as to effect a fundamental change in the intents and purposes of the Corporation. Notice of any amendment to be made at a special meeting of the Members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered. For so long as the Corporation is indebted for a loan or loans made to it by the United States of America through the USDA Rural Development, RUS, or its successor agencies and assigns, or by the Texas Water Development Board, these Bylaws shall not be altered, amended, or repealed without the prior written consent of the State Director of the USDA Rural Development, RUS, for the State of Texas and by Texas Water Development Board.

ARTICLE XXI

The seal of the Corporation shall consist of a circle within which shall be inscribed "POSSUM KINGDOM WATER SUPPLY CORPORATION."

ARTICLE XXII

The Corporation pledges its assets for use in performing the functions of the corporation as provided by law and the Corporation's Articles of Incorporation.

ARTICLE XXIII

The above Bylaws and regulations were unanimously adopted by the Board of Directors of the POSSUM KINGDOM WATER SUPPLY CORPORATION, at a meeting in the Possum Kingdom Lion's Club Building on the 13th day of March, 2004.

Original signed by George R. Bailey, Jr.

President

Attest:

Original signed by Johnny Gilmore

Secretary-Treasurer

AMENDMENTS TO THE BYLAWS

Background:

The recommended USDA-Rural Development Bylaws have not been changed since 1993. Since that time there have been various changes in federal and state statutes that affect the provisions of these bylaws. In addition, Rural Development staff in meeting with representatives of the Texas Rural Water Association and the Texas Commission on Environmental Quality has drafted changes and modifications that streamline and clarify standard policies and procedures that must be contained in a Chapter 67 water supply corporation's bylaws. A complete copy of the current and proposed bylaws is available at our office for your review during normal office hours and will be available at the annual membership meeting.

Generic Changes:

All references to FmHA have been replaced by "USDA Rural Development, Rural Utilities Service (RUS)" as a result of the name change for that federal agency. All references to Corporation "shareholders" have been changed to "Members". Articles XI and XII have been moved forward in the Bylaws to follow Article V, becoming new Articles VI and VII with the remainder of the Articles being renumbered as appropriate. A new requirement inserted throughout the Bylaws is that any and all meetings of the Board or the Members must be in compliance with the Texas Open Meetings Act. References to the "Open Records Act" have been changed to "Public Information Act" to reflect changes in state law.

Changes to Specific Articles:

Article I: Deletes repetitive statements concerning special meetings that are now contained in Article VII and clarifies votes by the Board President.

Article III: Adds requirement that the Secretary-Treasurer shall keep all records and minutes for all the Corporation's meetings. Allows Board to designate other Board officers or Corporation employees to sign checks. Adds all purchases over \$10,000 require board approval except for monthly expenses. Adds and clarifies fidelity bond requirements for any Corporation Director or employee responsible for the receipt or disbursement of funds.

Article IV: Resolves issue of salaries for Directors by requiring that any such payment be in accordance with state law. Requires that any Director vacancy be in accordance with the written procedures adopted by the Board. Adds a requirement that the adopted conflict of interest policy, at a minimum, be in accordance with the provisions of the Texas Non-Profit Corporation Act.

Article V: Clarifies requirements that all Corporation meetings (Directors or Members) must comply with provisions of Chapter 551, Texas Government Code (Open Meetings Act). Amends policy regarding removal of a Director for failing to attend meetings to specify consecutive meetings and to allow Board discretion in such removal and allows for subsequent appointment, rather than election, of a successor who would serve until the next regular or special Membership meeting. Adds requirement that, in accordance with the Open Meetings Act, no Board deliberation or action may be taken in response to public comments unless proper prior notification has been provided. Requires that any Executive Session be held in accordance with the Texas Open Meetings Act and that proper minutes (the certified agenda) be kept for all such proceedings.

Article VI: New requirement for Board to adopt written procedures for annual or special Membership meetings. Prohibits the Credentials Committee from constituting a quorum of the

Board. Prohibits the Secretary-Treasurer from serving as Chairperson of the Credentials Committee should that individual be currently running for re-election.

Article VII: Requires that special meetings of the members be properly noticed as required under the Texas Non-Profit Corporation Act and that all Members receive such notification by mail, personal delivery or facsimile. Specifies requirements for holding emergency meetings to only those allowed by the Texas Open Meetings Act.

Article VIII: Allows the Corporation to establish sinking funds and reserve accounts for maintenance, operations, capital improvements, expansions and replacement of facility components. Also requires compliance with investment requirements contained in Chapter 67 of the Texas Water Code relating to written investment policies for the disposition of all such funds.

Article IX: Relating to the required RUS reserve fund (loan loss), states that any securities purchased for that purpose are to be deemed part of that fund. Deletes requirements that all reserve or sinking funds be held in bonds, securities or other such instruments that have the backing of the full faith and credit of the United States of America.

Article X: Requires that the definition of Member is that required under the Texas Water Code; that customers must hold a Membership or obtain their service through a Membership; and that a person with only a security interest in property or one that is in the process of developing the property for sale to others is not required to hold a Membership as a condition to receive service on a limited basis. More specific anti-discrimination language was added regarding memberships. Allows the Board to now determine the Membership fee.

Article XIII: Simplifies the language that allows the Board to employ a manager to handle the business of the Corporation under the direction of the Board and to set that individual's salary.

Article XIV: Adds requirement for the refunding of the Membership fee after Membership is surrendered and all pending obligations have been satisfied.

Article XV: To maintain compliance with state and federal law regarding non-profit status as a Chapter 67 water supply corporation, the following statement was added "By application for and acceptance of membership in the Corporation, each Member grants the Corporation's Board of Directors that member's permission to execute all instruments and documents necessary to effectuate such transfers in order to preserve the Corporation's statutory rights to exemption from income and ad valorem taxation."

Article XX: Allows for the Bylaws to be amended by the Membership through a majority vote "whether in person or by proxy". Clarifies that the Bylaws cannot be amended to effect a fundamental change in the intents and purposes of the Corporation.

Article XXII: Regarding the pledge of the Corporation's assets for use in performing charitable functions, this Articles now states that this pledge is "for use in performing the functions of the corporation as provided by law and the Corporation's Articles of Incorporation."

Operator Notice

Section I

- Specifically, §290.46(p)(2) states; "On an annual basis, the owner of a public water system shall provide the executive director with a list of all the operators and operating companies that the public water system uses. The notice shall contain the name, contact information, work status, license number, and license class of each operator and the name and registration number of each operating company. Public water systems may report the list of operators and operating companies to the executive director by utilizing the Texas Commission on Environmental Quality (TCEQ) online "Operator Notice" form. If reporting cannot be accomplished utilizing the TCEQ online "Operator Notice" form, then a public water system may report the list of operators and operating companies on the written "Operator Notice" form to the executive director by mail, email or facsimile. (See §290.47(d) of this title)."
- Public water systems must also develop and maintain specific records for part-time and volunteer operators to meet the requirements as described in §290.46(f)(3)(A)(vii) and (viii) as follows:
 - Part-Time Licensed Operators:** In addition to the information provided in this Operator Notice Form, public water systems shall develop and maintain a daily record or a monthly summary of the work performed and the number of hours worked by each of the part-time operators.
 - Full-Time and Part-Time Licensed Volunteer Operators:** In addition to the information provided in this Operator Notice Form, public water systems that use a full-time or part-time licensed volunteer operator shall develop and maintain a record of each volunteer operator indicating the time period for which the volunteer is responsible for operating the public water system.

Section II

Total number of licensed operators

=

4

Name of Operator or Operating Company	For Operators				For Companies
	Phone Number	Full, Part-time or Volunteer	License No.	Class of License	Registration No.
Jeremiah Gore	940-779-3100	Full Time	WS0009160	B Surface Water	1820076
Casandra Marshall	940-779-3100	Full Time	WO0028550	Class A Water Op	1820076
Justin Burney	940-779-3100	Full Time	WS0009769	C Surface Water	1820076
			CI0010505	CSI	1820076
Tennie McCauley	940-779-3100	Full Time	WS0010100	C Surface Water	1820076
			BP0016764	BPAT	1820076
			CI0010689	CSI	1820076

Attachment I

PKWSC Improvements TCEQ Submittal Cover Letter



July 16, 2020

Technical Review Team
Water Supply Division MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

**Re: Possum Kingdom Water Supply Corporation (PWS ID No. 1820076)
Water Ridge Estates Development Booster Pump Station
Plans and Specifications Submission**

Dear Technical Review Team:

The purpose of this letter is to provide the TCEQ with the information necessary to confirm compliance with the requirements of §290 of the TCEQ's rule titled, Subchapter D: Rules and Regulations for Public Water Systems. Specifically, this submittal includes plans and specifications for the proposed infrastructure and addresses §290.45(b)(2)(E-G), as it relates to pumping and storage capacities needed to serve new pressure plane connections associated with a new development. This submittal includes information for the proposed initial phase and final buildout of the development. The development and compliance information are as follows:

1. Engineering Firm: Enprotec / Hibbs & Todd, Inc.
402 Cedar St.
Abilene, Texas 79601
2. Design Engineer: Scott E. Campbell, P.E.
PH: (325) 698-5560
FAX: (325) 691-0058
3. Project Location: Possum Kingdom / Water Ridge Estates Development / Palo Pinto County
4. Owner Entity: Possum Kingdom Water Supply Corporation will own, operate, and maintain the project throughout its design life.
5. The project will include the expansion of the Possum Kingdom Water Supply Corporation (PKWSC) existing water transmission and distribution system to serve the new Water Ridge Estates (WRE) development. The specific project construction elements include: a transmission main extension, a pump station, and a distribution system to serve the new development.

The initial phase of the WRE booster pump station and distribution system shall include the addition of 52 connections to the PKWSC. Final eventual buildout of WRE shall add a total of 168 connections to the distribution system served by PKWSC. The pump station shall consist of ground storage tanks, hydro-pneumatic pressure tanks, and a pump building containing the pumps and control equipment.

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900



Per §290.45(b)(2), the new community surface water distribution system served by the new WRE pump station shall include:

- §290.45(b)(2)(E) – A total storage capacity of 200 gallons / connection
- §290.45(b)(2)(F) – 2 service pumps (minimum) with a total pumping capacity of 2 gpm / connection
- §290.45(b)(2)(G) – Pressurized storage of 20 gallons / connection

The initial phase of this project includes **52 connections**. This calculates to the following requirements:

REQUIRED	PLANNED
• Total storage of 10,400 gallons	17,000 gal
• 2 pumps with a minimum total pumping capacity of 104 gpm	340 total gpm
• Pressurized storage of 1,040 gallons	1,700 gal

The total buildout of this project shall include **168 connections**. This calculates to the following requirements.

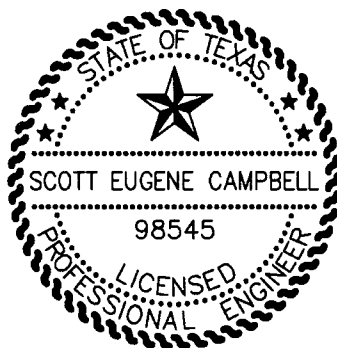
REQUIRED	PLANNED
• Total storage of 33,600 gallons	34,000 gal
• 2 pumps with a minimum total pumping capacity of 336 gpm	340 total gpm
• Pressurized storage of 3,360 gallons	3,400 gal

In achieving compliance with the above requirements in the most efficient manor, the initial 52 connection phase of the pump station construction is planned to include equipment that is fit for use in the total buildout as well. This shall include a pump building with two (2) pumps of 170 gpm each, one (1) 17,000-gallon ground storage tank, and one (1) 1,700-gallon hydropneumatic pressure tank. The two pumps shall each be able to supply the required pumping capacity of the initial phase. The two pumps together shall be able to supply the required pumping capacity of the total buildout. For the total buildout, a second identical ground storage tank (34,000-gallon total storage capacity) and hydropneumatic tank (3,400-gallon total capacity) will be installed to supply the TCEQ-required total and pressurized storage to serve the total buildout of 168 connections.

If you have any questions regarding this project, please contact me either by email at scott.campbell@e-ht.com or by phone at 325-698-5560.

Sincerely,

Enprotec / Hibbs & Todd, Inc.



7/16/2020

Scott E. Campbell, P.E. #98545
Project Engineer

SEC/jd

Encl: TCEQ Submittal Form (Signed & Sealed)
Plans & Specifications (Signed & Sealed)

c Jeremiah Gore, Possum Kingdom Water Supply Corporation
Jordan S. Hibbs, Enprotec / Hibbs & Todd, Inc.
Project File 7555

TCEQ Public water system plan review submittal form

WATER SYSTEM INFORMATION

Date:	07/15/2020		
TCEQ PWS Identification No.: (Facilities will be assigned this PWS No.)	1820076		
Water System Name:	Possum Kingdom Water Supply Corporation		
Owner Information:			
Water System Owner:	Possum Kingdom Water Supply Corporation		
Address:	1170 Willow Rd, Graford, Texas 76449	(AC) Phone:	(940) 779-3100
Responsible Official:	Jeremiah Gore	Title:	General Manager
County (System Location):	Palo Pinto	Mechanism & Source of Financing: (i.e. loans, rates, self-financed, etc.)	Private Funds
Subdivision Sec., Phase, Unit, Etc.	Water Ridge Estates Subdivision		

ENGINEER INFORMATION

Engineer Name:	Scott Campbell		Registration No.:	98545
Firm Name:	Enprotec / Hibbs & Todd Inc.		Firm No.:	1151
(AC) Phone:	(325) 698-5560	(AC) Fax:	(325) 691-0058	
Firm Address:	402 Cedar Street, Abilene, Texas 79601			

SUBMITTAL INFORMATION

Is this submittal for a new public water system?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
If no, proceed to the Project Information section on Page 2. If no PWS number exists, the owner must submit a core data form and business plan, if required, in accordance with §290.39(f) and (g).	

NEW (PROPOSED) WATER SYSTEMS

(Only complete this section if this submittal is for a NEW water system)

For new (proposed) system submittals, please provide 2 copies of the submittal and attach the following:

<input type="checkbox"/>	A list of all water utilities within ½ mile of the proposed service area boundaries (reference 30 TAC 290.39(c)(1)).	
<input type="checkbox"/>	Copies of written responses from each of the entities listed above (reference 30 TAC 290.39(c)(1)).	
<input type="checkbox"/>	Copies of formal applications for service from each of the following (reference 30 TAC 290.39(c)(1)):	
<input type="checkbox"/>	Any municipality if the system is within its ETJ.	
<input type="checkbox"/>	Any district or other political subdivision whose corporate boundaries are within ½ mile of the proposed service area boundaries.	
<input type="checkbox"/>	Any other water service provider whose certificated service area boundary is within ½ mile of the proposed service area boundaries.	

TCEQ Public water system plan review submittal form

(Complete, Seal and Attach to Submittal Package)

<input type="checkbox"/>	Documentation that all application requirements, including fee payments, are current.
<input type="checkbox"/>	<p>Business plan: Please complete the financial ability form, provide a cost summary for the proposed project, and submit a business plan (reference 30 TAC 290.39 (f)). The business plan must confirm capital available to construct the system according to TCEQ requirements. Acceptable financial information can include some of the following: Financial statements (preferably audited), CPA compilation report, tax returns, statements of net worth, bank statements.</p> <p>If the project is being funded with loan proceeds, provide a loan commitment letter from the lender specific to this project.</p> <p>If the plan submittal is for a community system, also provide a copy of the Certificate of Convenience and Necessity (CCN) application submitted to the Public Utility Commission of Texas (PUC), and complete items referenced in 30 TAC 290.39 (f) (1 - 13).</p>
<input type="checkbox"/>	Justification for constructing a separate system (if one of the entities listed above is willing to provide service).
<input type="checkbox"/>	TCEQ Core Data Form (No. 10400).
<input type="checkbox"/>	Emergency Preparedness Plan (No. 20536) if serving water in Harris or Fort Bend Counties and have overnight accommodations.

Certificate of Convenience and necessity (CCN)

Certificates of Convenience and Necessity (CCN) applications are processed by the Public Utility Commission of Texas (PUC) and are required for privately owned systems and water supply corporations. If a CCN is required and a CCN does not exist, the applicant must obtain a CCN number or have the application accepted for filing at the PUC before a PWS project submittal can be technically reviewed. In addition, if a submittal is for a project located outside the CCN area, a CCN amendment application must be submitted before a project may be reviewed for construction approval. Please refer to PUC for additional information at: <http://www.puc.texas.gov/industry/water/guidance/UtilRulesGuidance.aspx> ([Rules and Guidance for Water and Sewer Utilities](#)).

Will the proposed PWS be owned by either an investor owned utility (IOU) or water supply corporation (WSC)? If yes, please indicate which type of entity -----	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
Has a CCN application been submitted to the PUC? If yes, please provide the date of acceptance -----	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
List the name, license number and class of the operator for the proposed system:	

Project Information

If a system does NOT have a PWS number, the sections above must be filled out

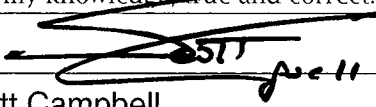
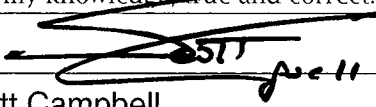
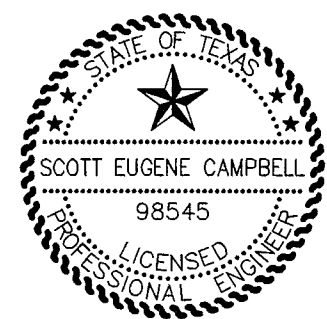
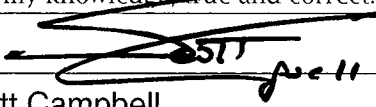
All engineering documents must be sealed, signed, and dated by a Texas registered professional engineer. An engineering report that includes the number of connections to be served must accompany each project. Please check each box that is applicable.

If this submittal is a revision of previously submitted plans, please provide the assigned TCEQ log number:	
New Projects/Facilities	Modifications to Existing Facilities
<input type="checkbox"/> Water well construction - Proposed	<input type="checkbox"/> Surface water treatment plant modifications
<input type="checkbox"/> Well completion data for approved well	<input checked="" type="checkbox"/> Storage capacity modifications
<input type="checkbox"/> Ground water treatment plant - New	<input checked="" type="checkbox"/> Distribution system modifications
<input type="checkbox"/> Surface water treatment plant - New	<input checked="" type="checkbox"/> Pressure maintenance facilities modifications
<input type="checkbox"/> Proposed Innovative/Alternative Treatment	<input type="checkbox"/> Disinfection facilities or other modifications
<input type="checkbox"/> Request for rule exception	
<input type="checkbox"/> Preliminary engineering report without plans	

TCEQ Public water system plan review submittal form

<input type="checkbox"/>	Texas Water Development Board Project No.:	
<input type="checkbox"/>	As-Built Plans & Engineering Report	
<input type="checkbox"/>	Other (please describe):	

Signature and certification

<p>The following certification indicates I have the authority to make submittals on behalf of the PWS referenced on Page 1. I hereby certify that the above information is, to the best of my knowledge, true and correct:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Engineer's Signature:</td> <td colspan="2" style="text-align: center;">  </td> </tr> <tr> <td>Engineer's Printed Name:</td> <td colspan="2" style="text-align: center;">Scott Campbell</td> </tr> <tr> <td>Date:</td> <td style="text-align: center;">07/15/2020</td> <td></td> </tr> </table> <p>Please call (512) 239-4691 if you have questions regarding this form. Your cooperation will help us provide better service. Additional helpful information and rules are available at the Public Water System Plan Review website.</p>	Engineer's Signature:			Engineer's Printed Name:	Scott Campbell		Date:	07/15/2020		<p><u>Signature/P.E. Seal Required below:</u></p> <div style="text-align: center;">  <p>07/15/2020 F-1151</p> </div>
Engineer's Signature:										
Engineer's Printed Name:	Scott Campbell									
Date:	07/15/2020									

Attachment J

Public Notices

Notice to Neighboring Systems, Landowners, Customers
and Cities with Proposed Map

Notice for Newspaper Publication

Notice to Neighboring Systems, Landowners, Customers and Cities
NOTICE OF APPLICATION TO AMEND A CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE WATER UTILITY SERVICE IN PALO PINTO COUNTY,
TEXAS

To: _____
(Neighboring System, Landowner, Customer or City)

Date Notice Mailed: _____, 2020

(Address)

(City State Zip)

The Possum Kingdom Water Supply Corporation has filed an application with the Public Utility Commission of Texas to amend its water Certificate of Convenience and Necessity (CCN) No. 12890 as related to the provision of retail water utility service in Palo Pinto County.

Requested Area: Amending CCN No. 12890

- The requested area is located approximately 8 miles west of downtown Graford, TX, and is generally bounded on the north by The Hills Over PK Lake Subdivision, on the west by State Highway 16, on the south by State Highway 16, and on the east by undeveloped land.
- The requested area includes approximately 1,099 acres.

See enclosed map showing the requested areas.

Persons who wish to intervene in the proceeding or comment upon action sought should contact the Public Utility Commission, P.O. Box 13326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. The deadline for intervention in the proceeding is (30 days from the mailing or publication of notice, whichever occurs later, unless otherwise provided by the presiding officer). You must send a letter requesting intervention to the commission which is received by that date.

If a valid public hearing is requested, the Commission will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, SOAH will submit a recommendation to the Commission for final decision. An evidentiary hearing is a legal proceeding similar to a civil trial in state district court.

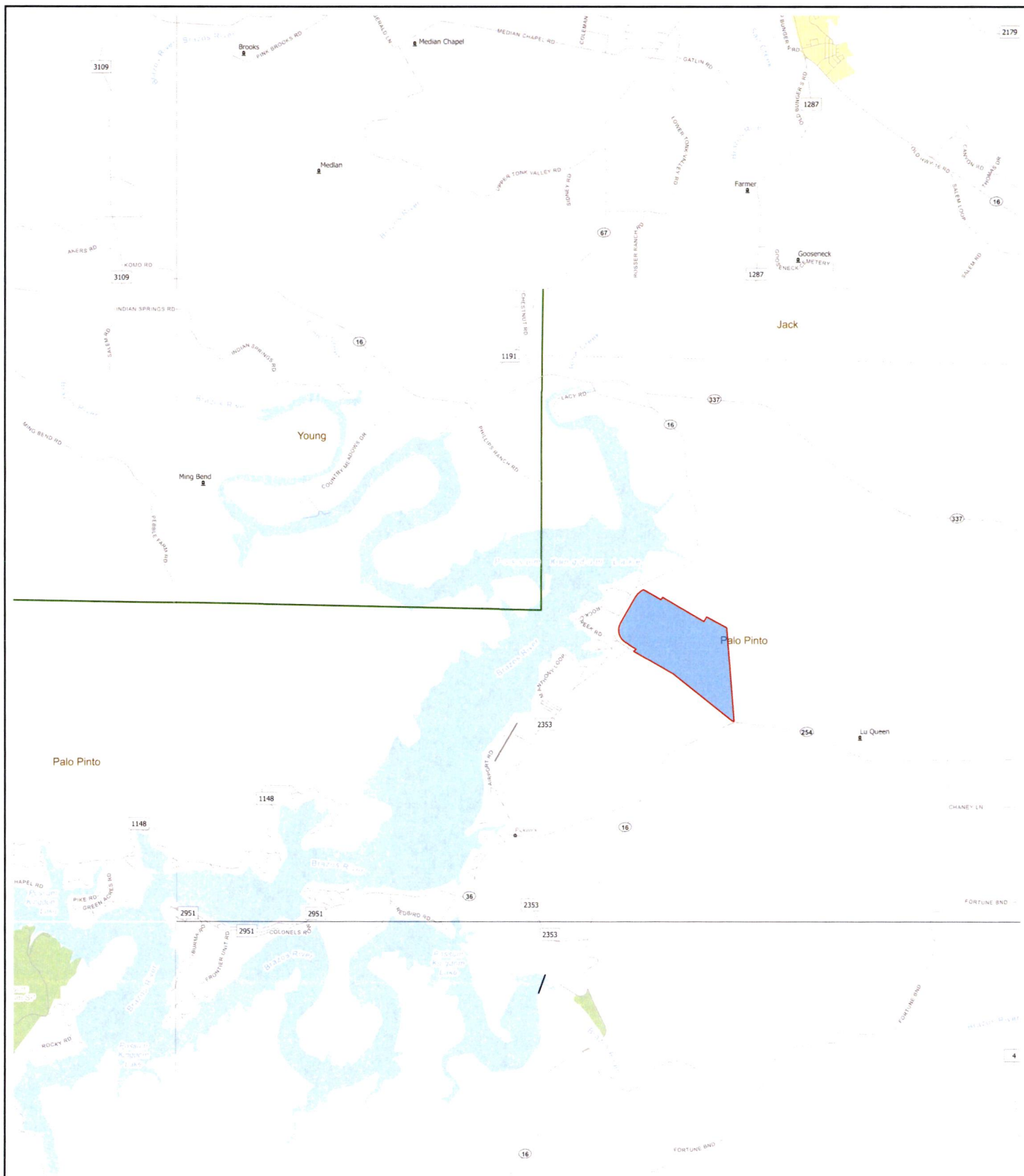
A landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the requested area, may file a written request with the Commission to be excluded from the requested area ("opt out") within (30) days from the date that notice was provided by the Utility. All opt out requests must include a large scale map and a metes and bounds description of the landowner's tract of land.

Persons who wish to request this option should file the required documents with the:

Public Utility Commission of Texas
Central Records
1701 N. Congress, P. O. Box 13326
Austin, TX 78711-3326

In addition, the landowner must also send a copy of the opt out request to the Utility. Staff may request additional information.

Si desea información en español, puede llamar al 1-888-782-8477.



LEGEND

- REQUESTED CCN AREA
- 1,099± ACRES OF REQUESTED AREA



SCALE IN MILES



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5560
Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

**PROPOSED WATER CCN AMENDMENT
OVERALL LAYOUT
POSSUM KINGDOM WSC (WATER CCN 12890)
PALO PINTO COUNTY, TEXAS**

Notice for Publication

**NOTICE OF APPLICATION TO AMEND A CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE WATER UTILITY SERVICE IN PALO PINTO COUNTY,
TEXAS**

The Possum Kingdom Water Supply Corporation has filed an application with the Public Utility Commission of Texas to amend its water Certificate of Convenience and Necessity (CCN) No. 12890 as related to the provision of retail water utility service in Palo Pinto County.

Requested Area: Amending CCN No. 12890

- The requested area is located approximately 8 miles west of downtown Graford, TX, and is generally bounded on the north by The Hills Over PK Lake Subdivision, on the west by State Highway 16, on the south by State Highway 16, and on the east by undeveloped land.
- The requested area includes approximately 1,099 acres.

A copy of the maps showing the requested areas is available at: Possum Kingdom Water Supply Corporation Office, 1170 Willow Road, Graford, Texas 76449

Persons who wish to intervene in the proceeding or comment upon action sought should contact the Public Utility Commission, P.O. Box 13326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. The deadline for intervention in the proceeding is (30 days from the mailing or publication of notice, whichever occurs later, unless otherwise provided by the presiding officer). You must send a letter requesting intervention to the commission which is received by that date.

If a valid public hearing is requested, the Commission will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, SOAH will submit a recommendation to the Commission for a final decision. An evidentiary hearing is a legal proceeding similar to a civil trial in state district court.

A landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the requested area, may file a written request with the Commission to be excluded from the requested area ("opt out") within (30) days from the date that notice was provided by the Utility. All opt out requests must include a large scale map and a metes and bounds description of the landowner's tract of land.

Persons who wish to request this option should file the required documents with the:

Public Utility Commission of Texas
Central Records
1701 N. Congress, P. O. Box 13326
Austin, TX 78711-3326

In addition, the landowner must also send a copy of the opt out request to the Utility. Staff may request additional information.

Si desea información en español, puede llamar al 1-888-782-8477.

CD ATTACHED

TO VIEW PLEASE CONTACT
CENTRAL RECORDS
512-936-7180